

LAMOILLE NORTH SUPERVISORY UNION
BOARD NEGOTIATION COUNCIL
SUPPORT STAFF NEGOTIATIONS MEETING
MONDAY, OCTOBER 24, 2016
GREEN MOUNTAIN TECHNOLOGY & CAREER CENTER

BNC members present: Bernard Barnes, Mark Nielsen, Sue Hamlyn-Prescott, Chasity Fagnant
Others present: Catherine Gallagher, Deborah Clark, Charleen McFarlane, Suzanne Dirmaier, 10
ESP Association members

Note: All votes taken are unanimous unless otherwise noted.

1. *Call to Order and Approval of Agenda*

S. Hamlyn-Prescott called the meeting to order at 6:01. No changes to the agenda were suggested.

2. *ESP (Education Support Professional) Negotiations*

M. Stebbins moved to enter executive session for the purpose of discussing employee labor relations agreements because premature general public knowledge would clearly place the school board at a substantial disadvantage, B. Barnes seconded, the motion was passed and the BNC entered executive session at 6:01.

C. Fagnant arrived at 6:15.

At 6:27 the BNC consented out of executive session and went to meet with the ESP Association.

3. *Meeting with ESP (Education Support Professional) Association*

S. Hamlyn-Prescott called the meeting with the Association to order at 6:30. The BNC members and C. McFarlane were present, as well as S. Dirmaier and 10 Association members.

Proposals were exchanged. S. Hamlyn-Prescott reviewed the BNC proposal. She said we are looking for a 2-year agreement that will end June 30, 2019. We want to modify all references to school districts to remove districts that will no longer exist after June 30, 2017 and instead refer to only to LNMUUSD, Cambridge, and LNSU.

In the second year, we want to move all paras to LNSU and provide for provisions for work day, seniority, transfer, RIF, accumulated sick days, etc. as paras are part of the special ed continuum.

We want to modify Section 2.8 Agency Fee to reflect current legislation. There is some outdated language.

We want to modify Section 4.3 Additional Days to make the additional days consistent across all units and to remove the language specific to Hyde Park.

In Section 4.5 Unpaid Lunch we want to remove language referencing healthcare no longer offered.

In Section 5.4 Vacation Accrual, we want to make vacation leave non-cumulative from year to year, as is current practice for superintendents and administrators across all districts.

In Section 6.1.3 Sick Leave Bank, we want to remove the language excepting LNSU. We also want to remove 12 months health insurance premiums for employees on long-term disability. That is a rare occurrence and there are cost implications.

In Section 6.5 Unpaid Leaves of Absence we want to change the language to say that leaves of absence may be granted at the discretion of the superintendent.

We want to remove Section 6.10 Emergency Leave. There are several other categories that type of leave can fall under and to date the superintendent hasn't approved any emergency leave.

We want to modify Article VII Compensation and Benefits to reflect our proposal. Our proposal for compensation and benefits is a total package. Any movement in one part would be reflected in the other side. We propose a 2.5% increase in current wage in each year of the agreement. We want to remove the language around the Study Committee. We propose that the hiring rate for new hires be based on experience at a 3 years to 1 ratio, to a maximum of Step 5. The board will have discretion to set hiring rates above that ratio based on the employee's background or labor conditions. From July 1, 2016 to December 31, 2016 the employer contribution to healthcare cost would remain 85% of the VEHI Dual Option Plan. Effective January 1, 2017 the employer would pay 80% of the VEHI Gold CDHP, and for the second year we would pay 75% of that plan. Benefits will be pro-rated based on FTE. An employee wishing to choose a different plan would pay the full difference in cost between the above allowance and the charge for the plan they choose. As of January 1, employees may enroll in any of the VEHI plans and pay the full difference in cost between the allowance and the premium charged. Any covered employee not getting healthcare coverage gets a cash amount of \$2250 in lieu of health insurance. In Year One, the board will offer an accompanying Health Savings Account of \$500 for each employee enrolled in a qualifying plan with no match and in Year 2 we will contribute an additional match for employee contributions of up to \$500. We will pay the full premium for individual or 2-person dental coverage. Employees may elect to get family dental coverage and pay the additional cost above the cost of 2-person coverage.

The proposed language regarding retirement savings plans says that employer contributions for the previous fiscal year will be deposited in employee accounts as soon as possible after July 1 and normally no later than November 1. Employer contribution will not be made for employees who leave employ.

Employees who have maintained 10 years of continuous service and reached the age of 55, upon termination of employment, will be paid \$50 for each day of accrued sick leave up to a maximum of \$5000. If an employee resigns without a letter of resignation submitted by December 31 they will not be eligible for the sick leave buyout unless they submit a formal letter on a date after December 31, in which case they will have to wait one year for the initial payment.

We want to remove Appendices E and G, with references to outdated healthcare coverage.

In Appendix B we want to move everyone to the same days. Everyone will have a maximum accrual of 100 days of sick leave, 3 personal days, 3 bereavement leave days and 3 professional days. Most of the proposed strikeouts in Appendix B are related to specific school districts or healthcare coverage that will no longer be available.

Darcy Fletcher reviewed the Association proposals. They want a language change on 2.8 to reflect Vermont State law. The current language is a little wordy and outdated.

They want to clean up the language in 4.1.1 to make the probationary period 180 work days and say that administration will conduct at least one evaluation by the 90th work day.

4.6 now has an exception for paras to the requirement to have breaks. Paraeducators should be given breaks.

They want to change 5.4 on vacation accrual to reflect new work hours.

They want to change 6.1.3 to change the number of hours employees have to work in order to use sick leave for preventative health care or regular appointments from 35 to 30 because some employees lost their unpaid lunch and now their paid hours are less.

They want to take out 7.1 because the language is outdated.

They want the appendix in 7.2 to be changed to reflect the work done by the pay study committee. What is on the website now does not reflect that.

When JES is added into the contract, there are grandfathered letters for some support staff that they want acknowledged.

They will have proposals regarding compensation and benefits for the next meeting.

S. Hamlyn-PreScott asked if November 30 is still agreeable as the date for the next meeting. The Association said yes.

The Association asked to caucus. The BNC left the room at 6:46 so the two groups could caucus.

The BNC consented into executive session. The BNC consented out of executive session and ended the caucus at 7:17.

The meeting resumed at 7:18. At S. Hamlyn-Prescott's request, introductions were made.

D. Fletcher said the Association had some questions. She asked S. Hamlyn-Prescott to explain what she had meant about a 2.5% increase for both salary and benefits.

S. Hamlyn-Prescott explained that the 2.5% is the salary increase. What she meant was that salary and healthcare proposals all equal one package in the end. S. Dirmaier asked, if the Association wanted a 90% employer contribution for healthcare, then wages would be decreased, right? Because there has to be a balance. Sue agreed that is correct.

D. Fletcher said they believe the health insurance dates in 7.5 are off by a year. C. McFarlane said she thinks D. Fletcher is right. S. Hamlyn-Prescott asked if they understand the intent. D. Fletcher said yes.

D. Fletcher asked for an explanation of the dental insurance proposal. The two paragraphs in 7.6 seem to conflict. S. Hamlyn-Prescott said she thinks we probably can delete the second paragraph. The intent is that all support staff, based on their FTE, will get individual or 2-person dental coverage paid for and any premium cost above that for family coverage would be paid by the employee.

D. Fletcher asked about 7.10. When the BNC says employer contribution will not be made for employees who leave employment, does that mean if someone retires and leaves, their 403 contribution won't go into their 403 November 1?

S. Hamlyn-Prescott asked C. McFarlane about that. C. McFarlane said that might have been intended to refer to people who left employment and were not retiring. D. Fletcher asked, the contribution they made the year before will go in if they retire? C. McFarlane said she thinks that is the board's intent.

S. Hamlyn-Prescott said the BNC apologizes that Appendices C and D had not been updated on the website. She handed out updated appendices and said the website will be updated.

S. Hamlyn-Prescott asked for clarification on the Association proposal regarding grandfathered letters.

D. Fletcher said she isn't exactly sure. Some JES staff had grandfathered letters regarding benefits. Ray Archbold said this applies to at least 2 people he knows of. He is not sure if there are more. He is one of them. When he first came to work at JES he negotiated his benefits with Judy and Brigid. To entice him, they added something most staff weren't getting. He doesn't want to lose that. It is in relation to vacation.

S. Hamlyn-Prescott asked if he is a year-round employee. He said no.

S. Dirmaier said they haven't done a survey to find out if there are any other grandfathered letters. D. Fletcher said they will try to find out if there is anything else.

S. Hamlyn-Prescott said the Association had indicated they would have a salary proposal for the next meeting. If at any point prior to that they would like to share it, that would allow the BNC to move forward with its proposal. If the BNC has to wait for the Association's proposal it is more difficult. D. Fletcher said they will try to do that.

The meeting with the association ended at 7:29.

The BNC consented into executive session at 7:31.

4. Adjourn

The BNC consented out of executive session and adjourned by consent at 7:56.

UNAPPROVED