

BOARD NEGOTIATION COUNCIL MEETING MINUTES  
WEDNESDAY, FEBRUARY 12, 2020  
GMTCC COMMUNITY EDUCATION CENTER

BNC members present: Sue Hamlyn-Prescott, Bill Sander (by phone), Katie Orost, Mark Nielsen, Bernard Barnes, Chasity Fagnant

Others present: Charleen McFarlane, Deb Clark, Cat Gallagher, Darcey Fletcher, Thad Tallman, Yvonne Heath, Santha Dahlin, Nicole Chauvin, Judy Langlois

**1. Call to Order and Approval of Agenda**

S. Hamlyn-Prescott called the meeting to order at 5:20. No changes to the agenda were suggested.

**2. Board Negotiations Council – Executive Session**

It was moved and seconded to go into executive session to discuss contract negotiations because premature general public knowledge would clearly place the school board at a substantial disadvantage, inviting D. Clark, C. Gallagher and C. McFarlane to remain, the motion was passed and the BNC entered executive session at 5:20. The BNC consented out of executive session at 6:00.

**3. Joined by Support Staff Association**

The BNC was joined by support staff at 6:05.

S. Hamlyn-Prescott went through the BNC's proposals.

In 4.1.1 the BNC would like to bold the sentence "The administration will not exercise this right in a capricious or arbitrary manner and will advise the appropriate Association representative in advance" and change to having all new employees evaluated within 60 days of hire.

D. Fletcher asked if there is any way to use corrective action procedures as a guideline. At her school they are used as guidelines even for probationary people. She wants to make sure the same guidelines are in place at other schools. S. Hamlyn-Prescott said the BNC will have to caucus on that.

S. Hamlyn-Prescott said in 5.1 the BNC is looking to remove "in accordance with the holiday schedule applicable to the school in which they are employed" because it no longer applies.

In 5.2 the BNC wants to add, after "If a recognized holiday falls on a day when school is in session," "or if an employee is required by management to work on a recognized holiday." That is the BNC's proposal based on what the association sent.

The BNC's proposal on 5.4 is an all or nothing proposal. It would increase vacation time starting in the second year and remove the language about vacation time being cumulative up to a maximum.

D. Fletcher asked, is it only the proposed changes to 5.4 that are part of the all or nothing proposal, not the next section? S. Hamlyn-Prescott said that is right.

S. Hamlyn-Prescott said the next language proposal, on Article VI (LEAVE) is to be consistent with what is in vacation leave already.

The BNC has another package deal proposal relating to 6.1, 6.4 and 7.9. In 6.1.3 when an employee moves to long term disability the board would cover the health insurance premium cost for a single plan for the employee for a period of up to 6 months from the first date of long term disability. The bereavement leave proposal in 6.4 is pretty self-explanatory. In 7.9 the BNC proposes increasing the term life insurance benefit amount to \$70,000.

S. Hamlyn-Prescott said for our first salary proposal we did not put out a hiring grid because that would be discussed between the two groups based on what we settle on for salary. When we looked at our proposal of a 50 cent increase we looked at it in terms of the impact to the total compensation package including dental, HRA, FICA, healthcare, long term disability and matching for the 403(b). An increase of 50 cents is a 4.75% increase for that total package.

In 7.5 (B), now that we are moving to statewide health insurance we propose adding "Employees receiving health insurance coverage through any Vermont Public School District via a spouse, domestic partner, or parent shall not be eligible for the cash in lieu of insurance benefit." And we want to remove the unnecessary "By law." We propose removing D and E from 7.5 as they are no longer in effect now that we are going to state health insurance.

There is proposed new language for 7.5 effective January 1, 2021 based on the arbitrator's decision. There was no decision by the arbitrator about full-time status so the benefit proration remains as it is currently.

There is a proposed section regarding grievances. The arbitrator didn't address grievances. To prevent different practices at different schools as the state mandate is interpreted going forward, it was felt it was important that any questions be given back to the employee and employer commissions to meet and address rather than addressing them at the local level.

The BNC proposes a 2-year contract.

D. Fletcher reviewed the association's proposals.

The association proposes a 2-year contract.

The association's goal on salary is to move us ahead. We lose good employees if salaries are not enough. They are trying to get to \$15/hour. Their proposal is for current employees all to be raised to at least \$14.50 or get an increase of \$1.00 per hour, whichever is greater, in the first year. In the second year everyone would get an increase of 85 cents per hour.

The association wants to increase sick leave accrual to 180. Now it is 150. D. Fletcher will check with C. McFarlane to get numbers on who is at that limit.

D. Fletcher said right now the goal is for all full year employees to get 37.5 hours per week. If they take a sick or vacation day they should be given 7.5 hours of leave and then have 30 hours regular time paid. If they happen to work an extra hour or two, that time is taken away from their sick leave. It's almost like comp time. If T. Tallman works 8 hours one day he will only have 7 hours of sick leave deducted. So sick leave never really decreases and he loses it. Employees are losing sick or vacation time at the end of the year because their work week is sometimes more than 37.5 hours.

S. Hamlyn-Prescott said this is procedural. The BNC discussed it tonight. We would like D. Clark to discuss the current procedure that has been in effect if that is all right with the association. The association agreed to that.

D. Clark said the point of sick time and vacation time is to keep people whole so employees can have time off or be sick and still have a full paycheck. The intent of this is to protect that employees actually take their vacation time and don't have to work 30 hours and then get 40 hours of vacation in 2 days. Or to protect their sick time if they are out sick but don't need to use 2 days because they ended up working on Saturday so they only need to use a day and a half. However, a memo went out a year and a half or two years ago explaining this and the memo clearly talks about having conversations with supervisors as these situations arise. Because they do arise. People have varied schedules and varied demands, especially people whose workloads change based on weather conditions or time of year and time-sensitive filings. There is an allowance in there. Because this is procedure, not policy, we can take it to administrators and remind people how it works and move forward with making sure we are implementing it correctly.

D. Fletcher said the concern is that there are people who are maxing out their sick leave and losing it. There are two people in the room right now that lose sick leave every year and one who loses vacation time. When you are an employee who is instrumental in the way this campus runs sometimes you just have to be here. It's tough to see these people lose this time each year. She doesn't have exact numbers but she feels too many people are losing this time.

D. Clark said the time is there to keep people whole, not get them above whole. If people are not being able to take their vacation that is a different conversation with their supervisors. What is going on that this benefit isn't able to be utilized? If people are not able to use their sick time, that is a different conversation. She doesn't know that it belongs in the master agreement as much as it should be a conversation with administrators about implementation.

C. Gallagher said she thinks bringing it to AdCo is a great idea. She would like to see D. Fletcher and T. Tallman come to AdCo and talk about their concerns. S. Hamlyn-Prescott said from the BNC's standpoint it's a procedural issue.

S. Hamlyn-Prescott said regarding sick leave accrual, we have looked at other districts and we are more than generous in the amount we allow. It is beyond the 60 days needed to get to long term disability. The BNC is not looking to increase it. D. Fletcher said the teachers have 180 days. S. Hamlyn-Prescott said that is currently in negotiation.

D. Fletcher said the last association proposal is for the \$50K life insurance policy offered to current employees to continue after retirement at cost to employee. They are not sure how it would work.

S. Hamlyn-Prescott said that is already offered. It is the premium conversion for anyone who separates employment.

The two groups separated to caucus at 6:27.

It was moved and seconded to go into executive session to discuss contract negotiations because premature general public knowledge would clearly place the school board at a substantial disadvantage, inviting D. Clark, C. Gallagher and C. McFarlane to remain, the motion was passed and the BNC entered executive session at 6:28. The BNC consented out of executive session at 6:48 and rejoined support staff.

D. Fletcher said in 4.1.1, we can forget about use of a corrective action plan, but they would like to change the sentence that says, "The probationary period for any employee newly hired shall be equal to the number of days in the employee's regular contract year regardless of the date of hire" because that would mean full year employees would have a longer probationary period than school year employees. Can we just say 180 days instead of contract year? S. Hamlyn-Prescott said the BNC will need to discuss that. D. Fletcher said the other proposed changes are great. C. Gallagher asked, you are removing the corrective action language? D. Fletcher said yes.

D. Fletcher said the association agrees to the proposal on 5.1. Regarding 5.2, they have a copy of next year's schedule and there are possible professional days scheduled on two holidays. They are curious about the word "required" in "if an employee is required by management to work on a recognized holiday." They are a little hesitant on that because they have already found two places where there could be potential professional days when custodial staff and possibly cafeteria staff would need to be here. S. Hamlyn-Prescott said that is more on the procedural side. D. Fletcher said they will say no on that because of the word "required."

D. Clark said the language attempts to make those days the same as in session days so they can be offered as floating holidays. The master agreement as written now just talks about days school is in session. The language is adding days when an employee is required to work to the definition of potential floating holidays.

D. Fletcher asked if all maintenance or custodial staff would be working that day and taking a floating holiday. D. Clark said that would be procedural. It would be decided supervisor by supervisor, need by need. D. Fletcher said they will say no to the language "if an employee

is required by management to work on a recognized holiday.” She would suggest “requested” or “asked.” C. Gallagher said the association is interpreting this in a way it is not intended. S. Hamlyn-Prescott said the BNC will consider different wording.

D. Fletcher said the association will say no to the 5.4 proposal regarding vacation time because it is an all or nothing proposal.

S. Hamlyn-Prescott asked if the association has a counter proposal. D. Fletcher said they would be open to something similar to the sick leave buyout where employees are paid for unused vacation time. S. Hamlyn-Prescott asked what the association would be looking for in terms of payment. D. Fletcher said they will start by proposing payment equal to their regular paid day. S. Hamlyn-Prescott said it sounds like the association would agree to this proposal if there were some type of buyout for those who have accumulated vacation time above the annual entitlement. D. Fletcher said yes.

D. Fletcher said the association wants to caucus on the other two BNC proposals.

S. Hamlyn-Prescott asked if D. Fletcher could explain, after having heard the total compensation impact of the BNC’s proposed 50 cent salary increase, how the association came to its salary number and its feasibility or sustainability.

D. Fletcher said they were looking at their premium and their portion of the premium going up. That is where they came up with adding more money into the paycheck. She asked if everyone gets the 403(b) contribution that is part of the BNC’s total compensation calculation. She doesn’t think everyone is taking it. S. Hamlyn-Prescott said we do the calculation based on who is currently participating. D. Fletcher said they were trying to get the numbers up to where we can get good quality people.

The two groups separated to caucus.

It was moved and seconded to go into executive session to discuss contract negotiations because premature general public knowledge would clearly place the school board at a substantial disadvantage, inviting D. Clark, C. Gallagher and C. McFarlane to remain, the motion was passed and the BNC entered executive session at 7:01. The BNC consented out of executive session and rejoined the association at 7:40.

D. Fletcher asked if the BNC has an answer to the clarifying question she asked during the caucus. S. Hamlyn-Prescott said it is our understanding that what D. Fletcher was saying was that people will have 15 months to use up their time and as of July 1, 2021 there would be no further accumulation. That is the BNC’s interpretation.

D. Fletcher said the association is saying no to the package deal proposal on 6.1, 6.4 and 7.9 because they are saying no to the proposal on 6.1.3.(G) and they understand it is all or nothing. They don’t have a counter proposal.

S. Hamlyn-Prescott said during the last contract negotiations we tried to remove this whole section. When you are on long term disability you are not considered an active employee. Also, this provision is rarely used.

D. Fletcher said they were trying to come up with the last time this occurred and they couldn't, so they understand that. Their concern is that an employee might go on long term disability and then their family would have no health insurance. Changing the period during which the board will pay health insurance premiums to 6 months is not as big a problem as the fact that a single plan is specified.

D. Fletcher said the association will say no to the proposal for 7.5 (B) to add "Employees receiving health insurance coverage through any Vermont Public School District via a spouse, domestic partner, or parent shall not be eligible for the cash in lieu of insurance benefit." She understands the rationale about misuse of taxpayer money but she worries employees will opt to have 2 single payer plans and that will boost the cost up.

S. Hamlyn-Prescott said that is an option for people. Health insurance now goes across everyone's budgets across the state. People have that option now. D. Fletcher said but cash in lieu is bargained locally. S. Hamlyn-Prescott said yes, but our point is now that it's a state pool of money if you and your spouse both work for this corporation and one spouse takes the plan and the other takes the money, that is double-dipping. Moving to the statewide plan we have to look at how it impacts all districts.

D. Fletcher said she also has to look towards what teachers are bargaining. She doesn't want to say yes because support staff and teachers need to work as a unified front.

D. Fletcher said she thinks the proposed \$2500 cash in lieu of health insurance amount for support staff goes a long way towards helping with excess bills not covered by health insurance. She thinks the proposed cleaning up of language in 7.5 (B) and the removal of D and E are good.

D. Fletcher said the association agrees with the proposed language for the new 7.5 (A.) She called Suzanne Dirmaier about the proposed Grievances section and Suzanne told her the commission has no jurisdiction because they are not part of our contract. But the association is open to getting legal advice on what that section means.

S. Hamlyn-Prescott said having the people who were involved in developing the new healthcare plan address grievances would lead to more uniformity of implementation. D. Fletcher said she loves the idea of uniformity of implementation. But she would like to have follow-up conversations with VT NEA just to be sure.

The association agrees to a 2 year contract.

S. Hamlyn-Prescott said in 4.1.1 the BNC is in agreement with changing the probationary period to 180 days. D. Fletcher said in that case the association is in agreement on that proposal.

S. Hamlyn-Prescott said the BNC forgot to talk about 5.2. The BNC does have some information about the healthcare premium increase and out of pocket costs. If the association agrees, D. Clark can speak about that. The association agreed.

D. Clark said it is estimated that premiums will go up 13%. That is what was asked for. The regulatory agency hasn't approved that yet. But assuming premiums go up 13% in 2021, for a single plan it will cost each employee an additional \$169 per year. For a full-time full-year employee, that equates to 8.66 cents an hour. After you take into consideration the increased employer HRA contribution – an additional \$50 per year – the employee max exposure increases by \$119. For a 37.5 hour/week, 52 week/year employee, that is 6.09 cents an hour. For a family plan, the increase to the employee for premiums is \$468 per year or 23.98 cents per hour. But the employer HRA contribution goes up \$100, so the net employee exposure change is \$368, or 18.85 cents per hour for a full time employee.

S. Hamlyn-Prescott said when we gave you our total comprehensive increase, we are also getting the 13% increase on our side as well as having to put more money in the HRA and the employer contribution is now all first dollar for the HRA so we are having to put money in those accounts.

In answer to D. Fletcher's question, S. Hamlyn-Prescott said in the first year the employer/employee split for premium costs will be 83%/17%. In the second year the employee share goes to 19%.

C. Gallagher asked, when you talk about those numbers, is that true for everyone or is that the worst case out of pocket? D. Clark said that is the worst case scenario, if someone reaches the max out of pocket. There are deductibles and copays of up to \$5K for a family. If they go through everything the HRA provides, the max exposure by the end of the year is an additional \$368 per year.

D. Fletcher asked what happens to the employer contribution to the HRA if it is not used in that year. D. Clark said if you don't use it, it stays with the employer and starts fresh. D. Fletcher said but that money is part of the 4.75% comprehensive increase the BNC mentioned. S. Hamlyn-Prescott said that money is already in there. The change for next year is because the HRA has to be higher.

D. Clark said part-timers will be eligible for 100% of the HRA, not prorated. And people on single Silver plans can get an HSA with 100% funding. It is unknown how many will participate. S. Hamlyn-Prescott said the way the arbitrator wrote the agreement, if you are at 50% FTE, the HRA amount in the account is the same as someone who works full time.

D. Clark said the total compensation calculation looks at the per HRA budget usage, which we changed from 100% to 80%, and at the estimated increase based on usage. So the total compensation calculation takes into account that not everyone uses all of the HRA. S. Hamlyn-Prescott said we don't fund it 100% anymore because we have usage history now that we didn't have before.

D. Fletcher suggested going back to the January 16 proposals. Both sides have already initialed the proposal on 4.3 as being agreed to. The Military Service proposal was agreed to.

Regarding the BNC proposal on 7.2., D. Fletcher said she thinks the association had asked for information regarding other certifications for new hires. S. Hamlyn-Prescott said for hiring it is already our practice to take into account whatever certificates or licenses are related to the job. D. Fletcher said the association is okay with signing off on that.

For 7.15 (C), S. Hamlyn-Prescott said the BNC was waiting for proposed language from the association. D. Fletcher said they didn't do that.

D. Fletcher said the association is okay with the BNC proposal regarding Appendix A.

S. Hamlyn-Prescott said the BNC needs to know if any of the proposals the association sent across are coming off the table.

D. Fletcher said she and Patrick LaClair are coming up with language for the liability coverage section that refers to statute.

We already agreed to the proposal on reporting assault.

The association will remove the proposal regarding paid holidays and work on the other one related to that.

Their proposal regarding 4.1.1 has already been addressed in the other language that was agreed upon.

D. Fletcher said, regarding the proposal that says duly-authorized representatives of the association shall be permitted to transact official business on school property, she thinks we dealt with some of that. S. Hamlyn-Prescott asked, the association is not looking to bring that forward anymore? D. Fletcher said she will hold off on that. She wants to double check with the teachers.

S. Hamlyn-Prescott asked, the association doesn't have any counter proposals for salary tonight? D. Fletcher said no.

S. Hamlyn-Prescott said the next time the BNC is available to meet is March 19. The association agreed to meet that day.

The two sides signed off on making the contract a 2-year one.

It was agreed in 5.2 to change "required" to "requested." Both sides signed off on that proposal.



Support staff left.

**4. Other Business**

It was moved and seconded to go into executive session to discuss contract negotiations because premature general public knowledge would clearly place the school board at a substantial disadvantage, inviting D. Clark, C. Gallagher and C. McFarlane to remain, the motion was passed and the BNC entered executive session at 8:17. The BNC consented out of executive session at 8:57.

**5. Adjourn**

The meeting was adjourned at 8:57.

*Minutes submitted by Donna Griffiths*