

Ground Rules For Negotiations for the Successor Agreements to the 2016-2017 Collective
Bargaining Agreement (ESP Unit) Between the

WASHINGTON SOUTH EDUCATION ASSOCIATION

and the

NORTHFIELD AND WASHINGTON SOUTH SUPERVISORY UNION BOARDS OF
SCHOOL DIRECTORS

1. Meetings shall be conducted through a Board Negotiating Council composed of representatives of the Northfield, Roxbury, and Washington South Supervisory Union (WSSU) School Boards and a Negotiating Council representing the Educational Support (ESP) Unit of the Washington South Educational Association (WSEA). Meetings may include all designated representatives of each party. Others, including outside consultants, may attend as deemed appropriate by their respective Council.
2. Negotiations will be held in public session, although the Board Council may vote to enter executive session in situations where it would be in compliance with Vermont law to do so. Nothing in this ground rule shall prevent either party from consulting with their respective governing boards, administrators or general membership for review and direction. Neither Party shall issue a formal press release prior to a declaration of impasse.
3. Unless mutually agreed, negotiations will be either for the Faculty contract or the ESP contract.
4. Meetings shall include spokespersons and representatives of each party. Each party shall appoint its spokesperson and shall reserve the right to change its spokesperson. Additional members may attend as needed by either party. During negotiations sessions any member of a negotiating team may, with the consent of its spokesperson, ask clarifying questions or offer clarifying explanations. However, proposals and statements of position will be delivered only by the designated spokespersons for each side. Presentations may be made by any team member at the direction of the spokesperson for the team.

5. Either party may bring in experts or persons with specific operating knowledge to provide clarifying information on a specific issue under negotiation. Such participants will only be present for discussion of the specific agreed issue and will not engage in any actual negotiation. Advance notice to the other party will be given as soon as possible when someone who is not a member of the board or the bargaining unit will be present at a negotiation session. Nothing in these rules will limit either party from being represented by a lawyer or a VT-NEA UniServ Director.

6. Proposal exchanges shall be by mutual exchange. That is, the Parties shall hand their proposals to the other simultaneously. The parties agree to make all proposals for changes in terms and conditions contained in the collective bargaining agreements by the conclusion of the second bargaining session. Thereafter, no new or additional proposals will be considered as a part of the negotiations except as may be mutually agreed between the parties. A party may withdraw or amend any of its proposals consistent with the requirement to bargain in good faith, and may offer counterproposals to proposals advanced by the other party. All proposals and counterproposals will be submitted in writing and in final contract language to the district and association parties. Parties will use strikethrough for deletion and bold underline for new language and/or additions.

7. When proposals have been revised, a new, written copy will be submitted.

8. Meetings will be scheduled regularly. Each bargaining session will last approximately two (2) hours unless a different period of time is mutually agreed upon by the respective parties. At the end of each meeting the parties will schedule additional meetings if necessary, and develop an agenda for the next meeting. Both Parties will come to the negotiating sessions prepared and ready to begin at the designated time.

9. The Board and the Association will have a representative at each bargaining session who is empowered to sign tentative agreements at that time. The parties agree to sign or initial articles upon reaching tentative agreement and to share copies of the initialed articles.

10. The Business Manager will provide the Association Negotiating Council with data relating to wages, salaries and benefits covered by the terms and conditions of the bargaining agreement.

This data will be based on the teacher population in each school district during the first pay period after November 1, 2016. Once both teams agree upon the accuracy of the figures they will be used to provide the basis for the computation of costs for proposals relating to salaries and benefits.

11. Each party shall have the right to break for private caucus sessions at any time during negotiations. The Board retains the right to go into executive session during any caucus.

12. No team member of either council may engage members of the opposite council outside of scheduled meetings regarding the status of negotiations or positions taken. However, the spokespersons for each side, their respective attorneys, and the VT-NEA UniServ Director may engage in informal out-of-session conversations to help facilitate progress toward a settlement and keep the sides at the table.

13. Upon declaration of impasse the Parties agree to promptly schedule a date for mediation or for mediated fact finding. In the event the Parties agree to mediation, and mediation fails to resolve the impasse, the Parties agree to promptly schedule a fact finding hearing. The Parties will attempt to pick a fact finder within ten (10) days following the failure of mediation. Should the Parties fail to come to agreement on the appointment of a Fact Finder either party may apply to either AAA or FMCS for the appointment of a Fact Finder.

14. Ground rules and other procedures may be amended by mutual consent of both parties.

FOR: Board Negotiating Council

Printed name: _____ Signature: _____

Date: _____

FOR: WSEA Negotiating Council

Printed name: _____ Signature: _____

Date: _____