

## Interest Based Bargaining Meeting #3

### Minutes

Tuesday, March 14, 2017; 6:30 p.m.  
Central Administration Office Board Room

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#### **Bargainers Present:**

**Representing School Board:** Board President Sarah Ricks, Board Member Kim Schwartz, and Superintendent Douglas Sullivan.

**Representing Dickinson Education Association (DEA):** Mr. James Fahy, Ms. Sara Berglund, Mr. Jay Schobinger, Mrs. Shawna Knipp, and Mr. Scott Miller.

**Others Present:** Mr. Vince Reep, Mr. Lyle Smith, Mrs. Shary Smith, Ms. Leann Mehrer, Mr. Brian Woehl, Mrs. Leslie Wilkie, Mr. David Wilkie, Mr. Keith Fernsler, Mrs. Lyn Olafson, Ms. Brenda Loney, Mr. Clarence Hauck, Mrs. Donna Abrahamson, Mrs. Kelly Jahn, Mr. Tracy Sipma, Mrs. Dawn Sipma, Mr. Scott Schmidt, Mrs. Diana Stroud, and Mrs. Twila Petersen.

**Call to Order** – Chair Douglas Sullivan called the meeting to order at 6:30 p.m. He noted this was the third IBB meeting between the DEA and the Dickinson School Board.

**Review and Approval of the March 7, 2017, Meeting Minutes** – Mr. Fahy requested an amendment to page 4 of the March 7 meeting minutes. By consensus, the minutes were revised to state (Dr. Sullivan) “felt that smaller increments could be a solution”. The amended minutes were approved and signed by Mr. Fahy and Mrs. Schwartz.

**Aims of Negotiations and Steps of Interest Based Bargaining** – Mr. Fahy recalled in past years the team would read the collaborative norms and suggested it would be a good reminder for the team to read on a regular basis the aims of why they were bargaining and what they were about to keep them focused and on the right track. Consensus was for members of the team to read pages 2 and 7 from the IBB training manual.

**Sign Tentative Agreements** – Chair Sullivan noted there was some discussion at the March 7 meeting and a verbal tentative agreement regarding the Housekeeping Items, Dates, Etc. on the Negotiated Agreement and the Co-curricular Schedule Housekeeping. Mrs. Ricks recommended waiting to sign the tentative agreement until the length of the contract was determined. Consensus was to wait until the length of the contract was determined before signing the tentative agreements to include topics d. and j.

**Introduction of Topics** – Chair Sullivan opened the floor for input regarding new topics. He reminded the team they had one more meeting to introduce new topics unless by mutual agreement of the parties. Mr. Fahy requested the topic “Specifically Defining Assigned and Unassigned Time.” There were no other topics introduced.

#### **Discuss Topics for Negotiation/Bargaining** –

##### **Simplify Leave Language (a or 1) and Flexibility of Leave (c or 3)**

Chair Sullivan noted at the last meeting the parties were discussing simplifying the sick leave language and flexibility of leave. The team had identified some interests and also some options.

Mrs. Ricks requested to add another interest and her input was to add “Minimizing impact on students.” There were no other interests recommended.

Chair Sullivan opened the floor for input regarding additional options. Mrs. Ricks requested to add an option and her input was “Not to change anything.” In regards to simplifying leave, she thought simplifying the way it is processed might solve some of the problems instead of making larger language changes. Maybe some of the complexity of it is in the way that it has been reported or the way that it tracks rather than necessarily a problem with the number of days there are for different categories. Mr. Schobinger requested an option and his input was “Trading banked sick leave days for a personal day.” He added, to keep it simple, they were thinking to trade maybe four banked sick leave days for one personal day or two banked sick leave days for ½ personal day. There were no other options recommended.

Chair Sullivan noted the next step was to develop objective criteria. He added Stage 1 was to look at the criteria through the perspective of legality, affordability, workability/practicality, ease of understanding/simplicity, and flexibility. Mr. Fahy inquired from Mr. Reep if they were all equal and/or any grey areas. Mr. Reep responded that he felt they were all workable as long as the ten sick days required by Century Code were included. Consensus was to rank them by affordability.

Following were the rankings with the lowest number representing the most affordable.

1. Maintain current language (leave as is)
2. Simplify reporting/tracking, etc.
3. Using leave in smaller increments
4. Use less than 2/3 personal days before petition for emergency leave
- 5, 6, and 7
  - After using five days access additional sick leave days before using personal leave
  - Designate child care days
  - Caring for immediate family falls under sick leave and not emergency leave
8. Trade X days sick leave for X personal day (4 sick days for 1 personal day; 2 sick leave days for ½ personal day)
9. and 10.
  - Sick leave defined as sick leave, not emergency leave – no subdivisions.
  - Paid time off

Mrs. Ricks referenced trading sick days for personal days and wondered if it would be a fair assumption that almost everyone would want to use this option which would require the District to budget for it every year at one extra day per person per year. Mr. Schobinger responded that not everyone would be using it adding there are many individuals that do not use their personal days and they also do not use their sick days. Mr. Fahy suggested using an amount similar to offsetting the cost of \$20 per day at the end of their career. There was discussion regarding the pay for substitute teachers. Mr. Reep explained, for this school year, the cost is \$135.65 for a full day based on seven hours at \$18 per hour plus FICA. A long-term substitute teacher would be at a rate of \$171 per day once the long-term substitute teacher hits the 11<sup>th</sup> day. (The actual rate is \$198.10 + FICA=\$213/day.)

Chair Sullivan explained the next step was to develop some objective criteria in terms of legality, affordability, workability, and practicality. Mrs. Ricks inquired if any on the list were impractical. Mr. Reep responded that he thought they were attainable as long as everyone was on the same

page. Whatever is entered in AESOP needed to be accurate. It would need to be a collaborative effort with the building principals, secretaries, human resources, and payroll. Ms. Berglund inquired if smaller increments, such as ½ hour, would be an option with AESOP. Mr. Schobinger suggested a training each fall with the employees to make sure the information reported was accurately categorized. Mrs. Ricks inquired if there was a way for employees to know how much leave they had left in different categories. Mr. Reep responded the sick leave and personal leave balance is listed on the paystub. It is not broken down further than that in regards to emergency leave. Some building secretaries keep that information. Mrs. Ricks inquired if that would solve some of the complexity and frustration issues. Mrs. Knipp responded it would add some simplicity but she was not sure if it addressed the flexibility. Mr. Reep explained the accounting software company could maybe add those cells. He noted that there are many steps to the leave request process to the point where it posts on the paystub. There would be a lag time. Theoretically, all the options listed were practical.

Chair Sullivan referenced the requested information from the last meeting regarding the number of days used for children for personal leave before emergency leave was requested. The information had been emailed to the team prior to the meeting. Mr. Reep provided the following information. In the year 2015-2016, 168.22 days were used for emergency leave for sick children. Out of the 168.22 days, 5.65 days were taken by the employee for personal leave for the illness of their child before requesting emergency leave. This year, as of February, 145.26 days have been used for emergency leave for sick children with 4.1 days taken by the employee for personal leave for the illness of their child before requesting emergency leave.

The next step was the ease of understanding and simplicity. Mr. Fahy shared his appreciation for the information Mrs. Ricks gathered from nine of the North Dakota class A schools and had emailed to the team. He felt the most simple of the schools, in regards to definition, was Mandan Public Schools. The definition of sick leave by Mandan Public is “medical needs of spouse, self, or children, or appointments for someone you (the employee) has power of attorney over” and then medical leave is none because that would be defined in the definition of sick and emergency leave as unlimited sick days by approval which is medical emergency or life-threatening event of family or grieving for spouse or child and five sick days for the death of near relative, and one sick day for death of non-relative. Mrs. Ricks agreed it was simple. Mrs. Knipp also thanked Mrs. Ricks for taking the time to research the data and provide the information. Mrs. Ricks felt that Mandan had done some things to balance out the cost. There are only 10 sick days a year instead of the 15 offered by Dickinson Public. There is no information available at Mandan regarding a sick leave bank and she wondered if that left people without any options in a really bad situation. There was discussion regarding the District’s sick leave bank. It was explained there are enough days built up in the bank to satisfy any requests and the days in the bank are carried over from one year to the next.

Mrs. Ricks inquired if or how the District budgets for the substitute pay cost. Does it budget for every single sick day that is available? Mr. Reep responded that each building has a substitute teacher line item and it is monitored each year and used as a basis for the next year to develop a budget based on previous averages. The District does not budget for every single sick day that is available as that amount would be astronomical, as per Mr. Reep. Mrs. Knipp inquired what was an average amount of sick leave used. Mr. Reep responded he did not have that amount currently available. He has tracked the data for a couple of decades. The data is tracked and shared with the Cabinet members and the school board. This past year, Mr. Reep did look at it since the team was

discussing it and averaged the sick, emergency, doctor appointment, personal and day deduct leave (not professional development nor activity leave) and the average usage by the licensed staff (administrators, OT, TP, social workers, etc.) was nine days per staff member per year.

In the best interest of time, Mr. Fahy suggested discussing any (options) that could be eliminated from the list; any that were unacceptable. Chair Sullivan reminded the team they were combining both Simplify Leave Language (a or 1) and Flexibility of Leave (c or 3). Mr. Schobinger suggested satisfying the flexibility of leave (c or 3) by using smaller leave increments. Mrs. Ricks shared her concern that potentially there is already some flexibility in which individuals may leave 15 minutes early to go to an appointment and not have to put it into the system at all. The individuals are working this out with the building principal. His suggestion would in effect be taking away that flexibility and making the teachers spend more of their leave. Mr. Schobinger could see her concern. Mrs. Ricks also referenced the relation to the feasibility of getting substitute teachers for smaller time periods. Since the principals have to approve the leave it maybe would be an issue for their judgement on whether or not they can handle the smaller increment requests. She would not want to have a situation where the District was promising the teachers they could take leave in 15 minute increments and then the principals say there is no way they can get a substitute teacher for less than X amount of minutes and then the principal has to find a way to cover that situation.

A memorandum from 2009 was presented by Mr. Fahy that referenced two-hour increments of leave for certified staff. Mrs. Ricks noted that it did not indicate what increments. Mr. Fahy agreed. Mr. Fahy inquired if someone could apply for ½ hour increments of sick leave; was it possible through AESOP to do a customized time frame.

Mrs. Ricks referenced one of the interests as minimizing the impact of students. She inquired if it was in the best interest of the students to have less classroom supervision because no substitute teacher could be found for a smaller time period. Mr. Fahy inquired if it was in the best interest of the students to have more non-curriculum supervision with a substitute teacher who does not know the curriculum and therefore the student has lost two hours of instruction. Mrs. Ricks felt that was a fair point; however, if choosing between having the teacher there for 1.15 minutes and gone for 45 minutes with no coverage versus someone covering the class for two hours, she would prefer the class be covered for the two hours. Mrs. Ricks wasn't sure of the practicality or workability issue as that would be up to the building principal. Ms. Berglund said that at most elementary schools there are at least one or two certified paraprofessionals that work in the classroom that can fill in if there were a shortage of substitute teachers. She did not think the workability would be that difficult. This may not apply for all buildings. Mrs. Ricks inquired if these were questions the superintendent should be asking the Cabinet. Consensus was to have the superintendent ask the Cabinet members if teachers are able to take leave, not personal leave, but sick leave and emergency leave in ½ hour increments instead of two hours, how does that affect or not affect the functioning of their building? Is that something that is workable for them? And, what do the building principals feel about these requests? What would be the affect for students? Mr. Fahy inquired if a teacher would put into AESOP right now a leave for ½ hour if that leave request would be approved or denied. Mr. Reep responded that he felt this was already happening within the District, in some buildings. When Ms. Egeness was retrieving the data that was requested she found that some buildings had many requests that were in smaller increments of leave. That would be a question for the building principals.

Mr. Schobinger asked the team if there were any options listed that they looked at and felt it was a good idea (referencing the simplifying leave language) with the team adding to keep in mind that it needed to be fair and equitable and not going backwards. Mr. Schobinger felt that the options were very similar and if the team was going to discuss it for another half hour and not accomplish anything it was not worth it. For Mrs. Ricks, it was difficult for her to decide, any change may have a potential effect. She suggested narrowing it down to a couple of options between now and the next meeting so that it could be researched and see what it would look like and how it would answer the interests, such as affecting the students, the budget, the staff, etc. Mr. Schobinger thought for simplicity reasons putting the immediate family under sick leave (caring for immediate family falls under sick leave and not emergency leave) would simplify the language. There still would be emergency leave available. Mr. Fahy added that emergency leave would be used less if the sick leave included children, spouse, and parents. Mrs. Ricks clarified if they were suggesting to combine things, similar to Mandan, then if the employee's parents are in a place of life where now the employee is caring for them it is covered and it is a fair definition when talking about different situations in life. She inquired if they would consider having fewer sick days if they were all lumped together knowing that the average use of leave is 10 days per person. Since most people are not using 15 days. She added she would want to look back at all the implications before the next meeting but it would help the District to know they did not have those extra five days sitting out there. Mrs. Knipp explained her fear going from 15 to 10 and the implications for the new teacher that comes into the District. She suggested maybe doing some research on how many days the new teacher ends up using. She wanted to be fair to both new and veteran teachers since some individuals in the district have already maxed out their days of being able to bank more than 120 days and then every year they basically donate their days because they don't use them and they can't bank anymore. However, the first or second year teacher that ends up having to use the days is only banking a couple of days the first few years. She didn't know if dropping down to 10 days would benefit the newer staff since they don't have accumulated days to fall back on. Ms. Berglund felt those with children are the ones using their sick leave. Mrs. Ricks said she was not opposed to changing the definition but it is important to take care of the staff members and wanting to be fair but it also had the potential for having a major increase in the number of days individuals are gone because it is easier and more convenient. The individual is not having to carefully weigh their options about whether to stay home or work. It is difficult to know. Those districts that have a more encompassing definition have fewer sick days which makes her think there may be a reason. There is also no information available regarding a district-wide sick leave bank at the other school districts but they have a high accumulation number. She noted that DPS has 120 days of accumulation plus the sick leave bank. She was willing to try and study the suggestion. Mr. Fahy offered to send out an email to the DEA membership and ask the question. Mrs. Ricks agreed. There was discussion what questions should be asked. Mrs. Ricks suggested the potential effects of combining the two and would there still be emergency leave at all. Mr. Fahy explained emergency leave would be for a situation such as a funeral. He felt another possibility would be to limit the scope of the definition such as Mandan Public; to define it as self, spouse, children, or somebody you have power of attorney for. The current DPS definition includes a large definition for immediate family, such as brothers, sisters, and grandparents. He suggested that definition be left in emergency leave. Mrs. Ricks inquired if there were any other options the team wished to discuss. She also inquired how many problems this would solve. Mr. Schobinger reiterated to educate the staff at the beginning of the school year, that might simplify it for all. Mrs. Ricks said if an option appears to be unaffordable for some reason then they need to rethink it.

Ms. Berglund inquired if the team could research the cost of trading days for salaries. Mrs. Ricks responded that she knew there would be a cost involved because it is not an equitable trade as far as the value of the day. She wondered what problem that would be solving or what issue or interest that was addressing. Mr. Schobinger responded that it might take care of the day deduct type of situation (which was further down the list of topics for discussion.) Mrs. Ricks asked if that would be a separate conversation because it is a separate issue. Mr. Fahy gave an example of the topic of day deduct. He said, as an example, if he goes on a skiing trip in October or November and uses two of his personal days, then in April his son graduates and he has no personal days left he has to take a day deduct to go to his son's graduation. There was discussion if this would fall under the language definition. Ms. Berglund said it might be something for a different interest. If the team was discussing fixing the language of sick leave and it has to do with sick leave then it would be under fixing the language. She added it falls under fixing the language part also. Mrs. Ricks inquired if Mr. Reep could find a cost estimate for the trading of days. Mr. Reep responded it would be hard to estimate. How many individuals would be using the option? He felt any individual with 120 days plus 15 are going to exercise it quite frequently and rapidly. Mr. Schobinger felt there should be a limit. There was a clarification that the individual had to have zero personal days before exercising their option. Mr. Schobinger added that there could only be one (trade for a personal leave) day per year.

#### Length of Contract Being Negotiated (b or 2)

Chair Sullivan referenced the last meeting where the DEA was going to query its membership regarding the length of the contract.

Mr. Fahy explained the majority of those that responded to the question of a definition of how long they would like the length of the contract were concerned about the potential of a special legislative session next year and the financial implications, both negative and positive. The majority, with the exception of two, wished to continue with a one-year contract. However, a discussion last night with the DEA negotiators brought up the concept that if at the end of the biennium there are no days set aside for a special session next year and the money was permanent, then a two-year contract could be revisited. There could be a two-year contract with the possibility of an addendum or clause that if the income differs either positively or negatively then the team would re-negotiate. Consensus was to go through the steps.

#### Length of Contract Being Negotiated (b or 2)

##### Interests

- Year off to focus on other things
- Stability for district and faculty
- Fairness to both parties in uncertain economic conditions
- Maintain positive relations between faculty, board, and administration
- Ability for Board to hear issues and problems
- Focus time/effort on learning

##### Options

- 2 years
- 1 year
- 2 years with reopener clause

Mr. Fahy noted that if the team would do a two-year contract that it would not mean future negotiations would automatically be two years. Mrs. Ricks concurred.

Mr. Fahy offered to email the DEA membership with these three options and ask them to provide their input. Mrs. Ricks requested to discuss the interests which could then be shared with the DEA membership. This could have an affect on the way the membership is thinking and feeling before answering the question.

Mrs. Ricks explained that having negotiations every year is exhausting. Some years it would be nice to have time to do or think about other things. She clarified the main concern is fairness to both parties in certain economic conditions. Mr. Fahy agreed and said that there are rumors now in the community that there are new rigs coming online to drill and the potential of the pipeline adding tax money to the resources and government and that effect to the funding next year. He felt the legislators were trying to save days for next year for a special session. Mrs. Ricks asked how to determine what fair is when talking about economics because if things go down and there are contracts issued the concept is the school district just has to figure out how to deal with it or ask to reopen the negotiations. However, if the economy improves and there is a turnaround then there would be the ability to renegotiate for higher wages. She asked if this was accurate. Mr. Fahy thought she gave a fair assessment. He added they were all wanting to do what is best for the District. Mr. Fahy explained in his opinion past history has not been kind to teachers and that leaves the teachers skeptical. It would be explained over and over to the teachers that there is no money and then the school was built. That leaves teachers feeling skeptical and hurt. Mrs. Ricks said that there are ways of helping teachers that are not directed to pay raises, such as hiring more staff. Mr. Fahy said that was one of the concerns and it is a topic for discussion (Discussion of Class Size and Case Load).

Mrs. Ricks said she visited with Mrs. Schwartz recently regarding this topic. There is always the assumption anytime there is more money it needs to go towards pay raises which is becoming a larger percent of the budget. If, as a District, there are plans and goals to reduce class sizes and hire more people, it cannot be done because they are at the negotiations table every year and providing a fair wage needs to be taken into consideration. She added that she did want to make sure it was fair. What is a fair wage and fair benefits? Mr. Fahy responded that the DEA negotiators also want to make sure it is fair for both sides also. He said they understand there are conditions and sometimes they have to do what is best for the District but the District needs to be aware of what is best for them also. He added that unfortunately it has not always happened. Mrs. Ricks said she was hoping to take steps to establish some trust and she explained that having a two-year contract would go a long way to feel as if the Board representatives are being given some trust. Mrs. Ricks also thought it would be very beneficial for all of the team to sit down and have an in-depth discussion regarding the finances because there are funds that are transient or temporary that need to be used for specific allocations and it can only be used for certain things and there are hurt feelings and frustration because the funds are used for something else, such as when the cost of living was rising. Mr. Fahy felt that the DEA negotiators were much more educated regarding the finances of the District. Mr. Fahy felt the reason the DEA negotiators were willing to bargain this way (IBB) is because they felt they had a good relationship (with the Board negotiators) and wanted to continue that relationship. He said if the Board wanted a two-year contract there would need to be consideration for the accessibility factor. If there was a reopener clause it would be more sellable to the DEA membership; however, taking into consideration, what has happened in the last few years he did not think he could sell it to the membership. Ms.

Berglund felt with the reopening clause the teachers would have the ability to maybe talk about some issues or if something needs to be addressed. It doesn't necessarily have to be money related. Mr. Fahy said that concerns have been brought up in past negotiations that Board negotiators were not aware of. The negotiations has been an avenue for the teachers to reach the Board and for the Board to hear the teachers.

Mrs. Schwartz asked for clarification regarding the reopener clause; was it purely financial or was it open to any topics. Mr. Fahy responded at one time there was a two-year contract with a reopener clause that was not tied to finances. He said at that time the finances were pretty well set for the biennium. He did not recall if it was ever opened in the second year. Mrs. Ricks explained if there would be a reopener clause that was open across the board (any topics including finances) then they may as well have a one-year contract because there is no security if it is treated as if it is going to be a one-year contract. Mr. Fahy understood her comment.

Mrs. Ricks asked if the DEA negotiators have the trust of their constituents to come to the table and go through the process and the five DEA negotiators truly feel they are doing what is the best option for the membership and then go back and find out that maybe some members don't agree with your decision. She understood that in the end it has to be ratified by the membership. Mr. Fahy responded that the few of them (DEA negotiators) do not make up the majority. The DEA negotiators do need to sell it to the membership but they are all professionals and they do listen to what the DEA negotiators share. Mr. Fahy added that he has heard too many times how much money came out of the general budget for schools over bond and that teachers are sometimes hurt and torn. He thought he may be able to go back to the membership and try get a two-year contract with a reopener clause based on financial. He is not opposed and would like a two-year contract, but as a negotiator, he will not let that affect his negotiations on behalf of the entire association. Mr. Fahy was willing to go back to the membership and ask for it. He added that the end of last year and this year has proven to be more respectful and much more amicable (negotiations). Mr. Schobinger added that it would need to be very fair. Mrs. Ricks said when they got to the topic of salaries they will need to figure out what it means to be fair and how to measure fair. She said she was not trying to be facetious. The entire team agreed they could focus more time on other things if the negotiations were not every year.

### **Debrief**

Superintendent Sullivan summarized the meeting. The minutes from the March 7 meeting were reviewed, amended, and signed by the parties. There were no tentative agreements signed. There was one new topic introduced; defining assigned and unassigned time. There was one new option for simplifying leave language and flexibility of leave. That option was the trading of sick days for personal days. There was discussion regarding the topics of simplifying leave language, flexibility of leave, and length of the contract. Superintendent Sullivan will communicate with the Cabinet about sick and emergency leave and the implications for utilizing ½ hour increments and how it affects the building functioning, is it workable, and is there an impact on students and learning. The DEA will survey its membership regarding the number of days and the length of the contract. Some interests and options were identified on the topic of length of contract.

**Schedule Next Meeting Date and Time** – By consensus, the next meeting was scheduled for Thursday, March 30 at 6:00 p.m.



**Set Agenda Items for Next Meeting** – Due to time constraints the agenda for the next meeting was not discussed.

**Adjournment** – Chair Sullivan declared the meeting adjourned at 8:18 p.m.

Dated this 30<sup>th</sup> day of March 2017.

DICKINSON PUBLIC SCHOOLS

DICKINSON EDUCATION ASSOCIATION

  
By: Board Bargainer

  
By: DEA Bargainer

