
Interest Based Bargaining Meeting #2

Minutes

Tuesday, March 7, 2017, 6:00 p.m.
Central Administration Office Board Room

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. Clarence Hauck, Mrs. Shary Smith, Mr. Lyle Smith, Mr. Keith Fernsler, Mrs. Diana Stroud, Mr. Scott Schmidt, Mrs. Leslie Wilkie, Mr. David Wilkie, Mr. Jim Steckler, Mrs. Jo Ann Coates, and Mrs. Twila Petersen.

Call to Order – Chair Douglas Sullivan called the meeting to order at 6:00 p.m.

Review and Approval of the February 20, 2017, Meeting Minutes – The meeting minutes had been emailed to the team prior to the meeting and copies were available for the team members. Mr. Fahy referenced the target date of May 1, 2017, noted in the minutes. He clarified that the target date was not the final date; that date was flexible and the negotiations may go beyond that date. Mrs. Ricks concurred. Consensus was to accept the minutes, as presented. The minutes were signed by Mrs. Schwartz and Mr. Fahy.

Sign Ground Rules – The ground rules had been emailed to the team prior to the meeting. Consensus was to accept the ground rules, as presented. The ground rules were signed by Mr. Fahy and Mrs. Schwartz.

Introduction and/or Resolution of Topics – Chair Sullivan provided clarification and an explanation that the team had gone through interest based bargaining (IBB) training. He explained the steps for IBB. The steps are: defining the issue, identifying interests, developing options, develop objective criteria, judge of options by the criteria, develop a solution, and put the solution in writing. Consensus was to list the topics. As per the ground rules, the topics could be brought forward for the next two meetings.

Following were the topics presented.

- a) Simplify Leave Language (DEA)
- b) Length of Contract Being Negotiated (School Board)
- c) Flexibility of Leave (DEA)
- d) Housekeeping Items, Dates, Etc. on Negotiated Agreement (School Board)
- e) Lane 7 and Beyond on Matrix (DEA)
- f) Salary Schedule (School Board)
- g) Frozen Lane Step in 2009 (DEA)
- h) Grievance Procedure Language (School Board)
- i) Stipend for District Move (DEA)
- j) Co-Curricular Schedule-Housekeeping (School Board)
- k) Amount of Money Deducted for Day Deduct (DEA)

- l) Discussion of Class Sizes and Case Loads (DEA)
- m) Wages and Benefits (DEA)

Housekeeping Items, Dates, Etc. and Co-Curricular Housekeeping on Negotiated Agreement (d or 4 and j or 10) - Chair Sullivan stated it has been past practice to first review the housekeeping items and try to come to a common understanding.

Mrs. Ricks distributed copies of the negotiated agreement. The years were not changed since the length of the agreement had not been established by the team. On page 3, there was a grammatical correction from “negotiations agreement” to “negotiated agreement”. On page 7, the activities were changed to reflect Dickinson Middle School (DMS) instead of Hagen Junior High (HJH). This would also satisfy the co-curricular schedule housekeeping topic. Mr. Fahy said that the document could be tentatively agreed with the understanding that the length of the negotiated agreement, the salary schedule, and other topics could potentially change the negotiated agreement. Consensus was to accept the above noted changes to the negotiated agreement.

Chair Sullivan opened the floor for discussion regarding any other topics. Mrs. Knipp requested a discussion of simplifying the leave language. Mrs. Ricks inquired if it would be beneficial to first establish the length of the agreement since that topic may have a bearing on other topics for discussion. Mr. Fahy noted it may be difficult to discuss the length of the agreement due to the current legislative session. There is also a potential for a special legislative session with an unknown outcome. Mrs. Ricks agreed. Mr. Fahy suggested putting it on the agenda for the next meeting so that the DEA negotiators may have an opportunity to get feedback from the membership.

Simplify Leave Language (a or 1) and Flexibility of Leave (c or 3) – Mrs. Knipp distributed a copy of page 9 of the 2016-2017 negotiated agreement. She noted there were different kinds of leave listed and inquired if there was a way to simplify it so there was not a difference between sick leave and emergency leave. She noted there is a problem with those teachers who have children since only a portion of the leave can be designated towards the care of children. Once the two or three days of personal leave earned from the current contract year are used up then additional emergency leave may be requested. Some staff have children with significant needs and need to take more time off for their children. Mrs. Ricks asked for information regarding the procedure for requesting the leave. Mrs. Knipp responded that the leave request is made through the school administrator. Sometimes it is difficult to figure out which type of leave to use on the form. She asked if there was a way to make that easier.

Mr. Schobinger referenced the emergency leave and the allowance for leave for the accident, illness, or death of immediate family. The immediate family is “defined as spouse, children, mother, father, brother, sister, grandparents, grandchildren...” He noted he has lived in Dickinson for a long time and there are elderly people that pass away and he cannot attend their funeral because they do not fall within the definition of immediate family.

Mrs. Ricks asked for direction where to find all the subdivisions or regulation as far as which category an appointment, such as a doctor’s appointment, is placed under. Mr. Reep responded that when a teacher enters in a request under the AESOP program it lists the different types of leaves and then matches it up with the correct category. There are some appointments that are difficult to decide and distinguish which category they would fall under on the leave form. Mr. Reep added

that a few years ago there was an allowable day out of the five emergency days that was added that a person could use for accidents, illness, or death of a person outside of the definition of an immediate family member. Mr. Reep explained in previous negotiations there had been discussion of using paid time off (PTO). One of the reasons for not going that path was due to the cost. Additionally, Century Code requires that teachers have ten days of sick leave in the negotiated agreement. Mr. Reep felt that sick leave wasn't the problem but rather the definition of emergency leave and the types of appointments (such as medical appointments) that fall under emergency leave that causes the confusion. Mrs. Knipp asked if when it states sick leave it be sick leave. Mr. Reep asked what a good definition of sick leave would be and what it covers. Mrs. Knipp noted that five days for the illness of a child seems like a lot but if there is a teacher whose child is a diabetic with other extenuating circumstances, those five days are used up quickly. Mr. Reep noted that in his tenure he has never known a superintendent to deny a request for additional emergency leave. Mrs. Knipp said it is almost a penalty for being a parent and having a sick child because the two personal days from the current contract must be utilized before they can apply for extra emergency leave days.

Mr. Reep cautioned the team about moving towards PTO or something similar to that because those individuals that need the additional days may not have that option. There was discussion regarding the sick leave bank which Mr. Reep explained is available in life threatening or catastrophic instances. Mr. Reep said that there is no language in the contract regarding day deducts because it is in the contract that the teacher will work a specific amount of days and it would be in violation of the contract to work less days. He added that in some cases people are out of leave and there is that option.

Mr. Fahy noted there have been improvements over the years but it is very confusing and especially with the adaptation of AESOP. AESOP has been more so because the teacher has so many more things to put them in and they are not sure which area to put the request. Consensus was to try and put together some language. Mrs. Ricks wasn't sure how to define the issue. She proposed the issue as; 1) it is confusing, and 2) that people with children are being penalized. Mrs. Knipp said that it wasn't just parents with children that are penalized, but also elderly parents, or spouse, etc.

Mr. Schobinger explained that when his children were younger, between he and his wife, they had ten days to use for the illness of their two children and how that affected them because they could only use those ten days for their children's illnesses. Mr. Fahy noted there are some single parent families that do not have the luxury of a second parent to help with caring for a sick child. Mr. Schobinger felt he should be able to use the 15 allowable sick days to take care of someone instead of only five days.

Mrs. Ricks explained that the School Board's interest would be the financial aspect. If there was PTO then that could be a lot more expensive. If solving the problem is going to cost a lot then it will affect other areas. She wanted to be fair.

Mrs. Ricks inquired if there were any other topics that were tied to the flexibility of leave topic. Mr. Fahy said there is another issue and since the Board was concerned about affordability, flexibility of leave could save money. Mrs. Ricks asked if flexibility of leave would include both personal leave or just emergency leave. Ms. Berglund explained the topic of flexibility of leave pertained to the 2-hour segments of time required for leave. It was their hope that it can be smaller increments, then the teacher wouldn't have to be gone so much. Mr. Schobinger explained that

teachers tend to make appointments in town either early in the morning or close to the end of the work day. It would be better if the teacher could take an hour or 30-minute increment of leave. He understood there would be some logistical things attached to this. Mrs. Ricks inquired if this was potentially a solution to the problem.

Chair Sullivan recommended reviewing the training handbook under exercise A. During the training, the team went through and identified positions and interests, a position of a solution to an issue, an interest is a concern. He felt that smaller increments could be a solution. He was not sure that the concern had clearly been discussed by the parties. Mr. Fahy said if the flexibility of the leave and the simplifying of the language were combined, the interest would still be there. Mrs. Ricks thought it could be a tentative position or solution. Mr. Fahy agreed. Mrs. Ricks asked if all the interests had been identified so that the team could start discussing options. Chair Sullivan thought the team could still go back and perhaps identify additional interests later. Consensus was the team was ready to review options.

Chair Sullivan noted this would be a brainstorming session without discussion and no judgements.

Options:

- Sick leave defined as sick leave, not emergency leave, no subdivisions.
- After using five days, petition for additional sick leave days before using personal leave.
- Designate childcare days.
- Caring for ~~children~~ immediate family falls under sick leave umbrella, not emergency leave.
- Using leave in smaller increments.
- Paid time off (PTO).
- Use less than 2/3 personal days before petitioning for emergency leave.

Mrs. Ricks noted the next step the team was supposed to do was to develop objective criteria. Mr. Fahy suggested using one of the Board's objectives, that being affordability.

Chair Sullivan suggested the team pause at this point and deliberate some possible additional options that could be shared at the next meeting. Mr. Schobinger noted there were many options and suggested listing some pros and cons for the options. Chair Sullivan referenced the training with the three-stage factor analysis. He summarized the three stages: Stage 1 was the feasibility factor which was legal, affordable, workable, ease of understanding, and simple and flexible. Stage 2 was the benefit factor; satisfy important interests. Does it have any important interest of either party? Stage 3 was accessibility factor; is it perceived as fair and equitable, acceptable as part of the overall agreement? Are there political problems connected? Can it be reworked so it is acceptable?

There was discussion regarding PTO. Mr. Reep explained some of the criteria that would need to be incorporated into PTO. The District would have to budget for the cost of a substitute teacher. Mr. Reep offered to do some research and report back to the team later. Mr. Fahy felt the price of a substitute teacher would be the same if it was a personal day or sick day. Mr. Reep concurred. He said he could have payroll go back a few years and figure out how many personal days were used first before a petition for additional emergency days was requested. That would provide a definitive historic number for the team. Mr. Fahy thought it would be interesting to know how many days were used for children that were sick; if that information had been entered on the leave request. Mrs. Ricks suggested gathering more information before moving forward. Mr. Fahy concurred.

Mr. Schobinger asked for input regarding using smaller increments. Mrs. Ricks said it was an interesting idea and was not immediately opposed to the idea. Mr. Reep inquired where the 2-hour increment rule was spelled out. He felt it only applied to personal leave, not sick leave. Mrs. Knipp said that she had been told she had to take a two-hour increment for a doctor's appointment and she was back in the building at 8:30 from her 8:00 appointment but two hours were used. Mr. Schobinger said the same thing happened to his wife. Mr. Reep did not know where that was written. Mr. Miller said that maybe it is difficult to get a substitute teacher for 30 minutes. Mr. Schobinger said that could be the logistics part of it. He suggested if there is an earlier appointment scheduled that maybe someone from the building could cover the class for the teacher until they returned from the appointment, especially if the teacher is only going to miss 15 minutes of class. He added that many times it could be handled without needing a substitute teacher.

Consensus was to table the discussions until the next meeting due to the time constraints.

Debrief – Chair Sullivan noted the minutes from the February 20, 2017, meeting were approved and signed by both parties. The ground rules were approved and signed by both parties. The parties listed topics for discussion with the understanding that there are two more meetings remaining when additional topics can be presented by either party. There was discussion about simplifying the sick leave language in terms of item VIb. Interests were discussed and options were discussed and there was also some discussion about personal leave. Chair Sullivan explained that either party may provide additional interests and/or additional options for consideration as the team continues to try and work towards a solution on the proposal. Mr. Fahy added that there was a brief discussion regarding the length of the contract. Chair Sullivan stated the housekeeping items of the dates and changing HJH to DMS were verbally approved pending discussion of the length of the contract and some other topics.

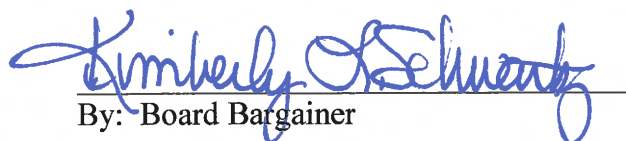
Schedule the Next Meeting Date and Time – By consensus, the next meeting was scheduled for Tuesday, March 14 at 6:30 p.m. at the Central Administration Office.

Agenda Topics for the Next Meeting – By consensus, the agenda topics for the next meeting would be remain similar to this meeting. Mrs. Ricks requested the topics for discussion be listed on the agenda. Mr. Fahy also appreciated at the bottom of the agenda the tentative agreements.

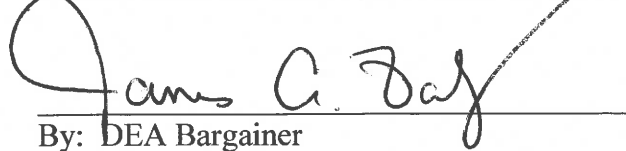
Adjournment – Chair Sullivan declared the meeting adjourned at 7:25 p.m.

Dated this 14th day of March 2017.

DICKINSON PUBLIC SCHOOLS


By: Board Bargainer

DICKINSON EDUCATION ASSOCIATION


By: DEA Bargainer