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## Interest Based Bargaining Meeting #9

### Minutes

Tuesday, May 16, 2017; 6:00 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, Mrs. Shawna Knipp, Mr. Scott Miller, and Mr. Jay Schobinger.

**Others Present:** Mr. Vince Reep, Mr. Lyle Smith, Mrs. Shary Smith, Mrs. Diana Stroud, Mr. David Wilkie, Mrs. Kristi Meidinger, Mrs. Kayla Kilwein, Mrs. Kalindi Brandvik, Mrs. Mary Ann Reisenauer, Mrs. Angela Ernst, Mrs. Donna Abrahamson, Mrs. Lyn Olafson, Mr. Clarence Hauck, Mrs. Merrill Fahlstrom, Mrs. Leslie Wilkie, Ms. Brenda Loney, Mrs. Dawn Sipma, Mr. Scott Schmidt, Ms. Jane Cornell, and Mrs. Twila Petersen.

**Call to Order** – Chair Douglas Sullivan called the meeting to order at 6:00 p.m. Representatives of the two parties read pages 2 and 7 of the IBB training manual.

**Review and Approval of the May 9, 2017, Meeting Minutes** – The May 9 minutes were provided prior to the meeting to the team. At the meeting, Mrs. Ricks requested a revision to page 5 of the minutes regarding new monies and spending. The revised minutes were approved and signed by Mr. Miller and Mrs. Schwartz.

#### **Sign Tentative Agreements** –

**Flexibility of Leave (item c.)** – A Memorandum of Understanding (Incremental Use of Personal Leave) was drafted and emailed to the team prior to the meeting. Mr. Fahy requested a revision to establish a start date and to meet as soon as possible after the pilot program was completed to determine success or failure of the pilot program. Mrs. Ricks inquired if this would be a change in contract language and recommended a clause to reopen the negotiations for this topic only. It was mutually agreed, the IBB team would meet shortly after the pilot program was completed for discussion of the incremental use of personal leave. The Memorandum of Understanding regarding incremental use of personal leave was signed by the two parties.

**School Calendar (item o.)** – A proposed Memorandum of Understanding for the school calendar (Replacing Student Contact Days that are Cancelled) was emailed to the team prior to the meeting. Revisions were made via email. Mrs. Knipp explained that the grace day would need to be marked on the spring calendar and indicating it as a grace day in the memo section. The parties understood that the language in the Memorandum of Understanding was not part of the negotiated agreement. The Memorandum of Understanding regarding replacing student contact days that are cancelled was signed by the two parties.

### **Discuss Topics for Negotiations/Bargaining**

Define Specifically Assigned and Unassigned Time (item n.) – Mr. Fahy noted this topic was tabled until Mr. Miller could be present and provide information. Mr. Miller stated he had visited with Dickinson Middle School Principal Lewton and was assured by Dr. Lewton that the two block times that are together were going to be organized by the instructors. As long as the instructors follow the criteria for teaming and other requests, they may set their own schedule which would allow the instructors to make sure they have enough unassigned time. He added that Dr. Lewton and he had also discussed the definition of unassigned and could not come to an agreement. Ms. Berglund inquired if traveling between buildings was considered assigned time. Mr. Reep responded that it would be considered assigned time.

Stipend for District Moves (item i.) – Mrs. Schwartz inquired if there are any additional options available. Mr. Miller suggested providing personal hours instead of a payment of \$30 an hour as it would cost less. Mrs. Ricks explained there would be a cost to the students with the loss of the teacher in the classroom which is a concern. Mrs. Schwartz explained the Board members understand the concern and greatly appreciate the time and effort from the teachers. She noted that it would not be ratifiable by the Board (a stipend for District moves). Mrs. Ricks added there are concerns with adding language and precedence. The appreciation and gratitude to the teachers is on the Board members' radar. Mrs. Schwartz said that the Board members do wish to acknowledge all the extra efforts placed on the faculty moving to the middle school.

Length of Contract Being Negotiated (item b.), Lane 7 and Beyond on the Matrix (item e.), Salary Schedule (item f.), Frozen Step in 2009 (item g.), and Wages and Benefits (item m.). DEA Bargainers distributed a proposal that addressed the remaining items that were associated with finances. Mr. Schobinger stated one of the biggest issues pertained to those individuals that move from lane 6 to lane 7 and beyond. The DEA's proposal would resolve the issue and provide a 2% increase with an additional \$250 on the (calculating) base. Mr. Fahy reiterated that fixing lane 7 and beyond was very important.

The Board bargainers distributed a proposal. Mrs. Ricks explained the Board felt the salary schedule should be equal. Their proposal was for two years with money going to lane 7 and down then a flat raise on top of that of \$500 which she thought would balance out the interest of the Board in wanting to continue to make sure the beginning teachers are also taken care of. She explained they felt that it was meeting the interest of both parties. Mr. Fahy shared he had a concern with the flat raise from the aspect of a veteran teacher which comprises 70% of the teachers and impact's their retirement package. In his opinion, the flat raise could be gone with the sole purpose of the school board to eliminate the salary schedule and to accomplish a single line salary schedule. Mrs. Ricks assured Mr. Fahy that was not the intent of the flat rate; it was a way to balance out the redistribution of money. In response to a question, Mrs. Ricks and Mrs. Schwartz reiterated the Board had not discussed eliminating the salary schedule at any point with the flat rate. Mrs. Ricks explained the reasoning behind the flat rate and noted the flat rate is added on top of the base calculation.

Consensus was to recess for a caucus. At 6:43 p.m., Chair Sullivan declared a recess for the parties to caucus. At 6:55 p.m., Chair Sullivan called the meeting back to order.

Mrs. Knipp requested a discussion regarding the freeze on some salaries in 2009. She felt those teachers that took the freeze in 2009 would like to be compensated and suggested allowing those individuals be provided two steps/two increments down or, if this was not their year to get a step, let them have a step.

Mrs. Ricks explained that adjusting the indexes in the Board's proposal would be helping that group of teachers that had the freeze in 2009. It was her understanding that there was more money put on the table in 2009 in exchange for freezing that lane. The Board feels as though it paid for that. That was what the two sides agreed to at that time. For the sake of language and precedence, Mrs. Ricks did not think they would want to get in the habit of resurfacing past negotiated agreements to try to change what was agreed. She was hoping the team could move forward and build relationships. Mrs. Ricks felt that changing the index was a large step for the Board.

Mr. Fahy said that the agreement was ratified by the group in 2009 based on what was said during negotiations and bringing it back to the table was justifiable. He understood the point of view of the Board representatives. Mr. Fahy said he could not sell a 2-year flat raise as the veteran teachers would not allow it. He could try a 1-year flat raise. The DEA bargainers ran some numbers and believe it would be fair to the veteran teachers to not have the flat base the second year. The flat base, based upon the Board's schedule, would be \$500 not \$1,000 and the year two base raise would be \$275 which would be equivalent to the amount of money being spent on the Board's proposal and would benefit the veteran teachers more than a flat rate.

Mrs. Ricks responded it would be tougher for the Board bargainers to sell because the purpose of the flat was to balance out and be equal. She inquired if they went with the DEA's proposal, would it be sufficient to the veteran teachers to feel they have been heard and the proposal would take care of the 2009 freeze and lane 7 and beyond on the matrix. The DEA bargainers were willing to explain it to the DEA membership. This will not be brought up in future negotiations.

Mrs. Ricks and Mrs. Schwartz agreed to the flat raise in the first year with the \$275 on the base in the second year. They appreciated that the DEA bargainers did not try to request an increase in funds because the Board's offer was the best offer that could be provided. Chair Sullivan clarified the parties agreed to a two-year proposal with year one having a \$500 flat increase plus 1% raise to steps 7 and beyond and year two would be \$275 added to the calculating base and 1% raise to steps 7 and beyond.

**Debrief** – Chair Sullivan summarized the meeting. The May 9 minutes were reviewed and approved by the parties. There were two memorandums of understanding signed by the parties. One memorandum was regarding flexibility of personal leave. The other memorandum was regarding makeup days in the school calendar. The topic of stipends for District moves was removed from discussion. The topic of defining specifically assigned an unassigned time was removed from discussion after a brief conversation. The rest of the items were wrapped together into a conversation about finances. The parties have a tentative agreement on a two-year contract with the salary schedule having a flat increase in year one of \$500 plus an increase of 1% in lanes 7 and beyond in the first year. In year two, the

calculating base will increase by \$275 to \$36,925 with an additional 1% to lane 7 and beyond.

There was discussion by the parties regarding the DEA's request to not ratify an agreement until the administrative negotiations were completed. Mrs. Ricks said the administrative negotiations could be completed before the second meeting of the DEA membership where they vote on the agreement or the DEA membership could change their mind and vote to ratify. A timeline for ratification was discussed and agreed that the contracts would not be distributed before the end of the school year.

There was a discussion regarding a sunset clause and consensus was the sunset clause does not expire until 2020.

**Schedule Next Meeting Date and Time** – It was not necessary to schedule another meeting.

**Adjournment** – Chair Sullivan declared the meeting adjourned at 7:15 p.m.

Dated this 31 day of August 2017.

DICKINSON PUBLIC SCHOOLS



By: Board Bargainer

DICKINSON EDUCATION ASSOCIATION



By: DEA Bargainer