

LAMOILLE NORTH SUPERVISORY UNION
BOARD NEGOTIATION COUNCIL
TEACHER NEGOTIATIONS MEETING
THURSDAY, JANUARY 26, 2017
GREEN MOUNTAIN TECHNOLOGY & CAREER CENTER

BNC members present: Mark Nielsen, Bernard Barnes, Sue Hamlyn-Prescott, Jeff Hunsberger
Others present: Charleen McFarlane, Catherine Gallagher, Deborah Clark, Pietro Lynn, Suzanne Dirmaier, Peter Lavigne, Margot Tillotson, Audri Miller, Brian Schwartz, Jean Feeney, Amy Tatro, Jacie Kendrew, Melissa Greenwood, Yvonne Heath, 2 other teachers

Note: All votes taken are unanimous unless otherwise noted.

1. *Call to Order and Approval of Agenda*

S. Hamlyn-Prescott called the meeting to order at 6:01.

2. *Teacher Negotiations*

M. Nielsen moved to go into executive session to discuss teacher negotiations because premature general public knowledge would clearly place the school board at a substantial disadvantage, S. Hamlyn-Prescott seconded, the motion was passed and the BNC entered executive session at 6:01. J. Hunsberger arrived at 6:02 and D. Clark arrived at 6:05. The BNC consented out of executive session at 6:29.

3. *Meeting with Teacher Association*

Suzanne Dirmaier, 10 teachers and one support staff member arrived at 6:29. C. McFarlane, D. Clark, and P. Lynn remained, while C. Gallagher left.

S. Hamlyn-Prescott suggested starting with the healthcare piece because the association had said they had assumptions they wanted to test. Amy Tatro said the association has answers to some questions. They have potential agreements on items to discuss. S. Dirmaier has some items to address and they have some thoughts about insurance. S. Hamlyn-Prescott asked if they wanted to start with insurance. S. Dirmaier and A. Tatro agreed they could.

S. Dirmaier said all the things they are going to talk about center around 3 principles: everyone getting access to high quality health insurance, fairness in cost sharing and risk between the association and the employer and ease of transition and process of implementation. They are interested in moving closer to our position but need to come to an understanding on some things. They did some math and believe the difference in premiums with the new plans will be around \$806K. They understand that the board is talking about total compensation, but just for premium outlay, the board will pay \$806K less. In line with one of their principles, fairness in cost sharing and risk, they think some of that money could potentially be applied to a different level of copay split and max out of pocket cost for employees.

They feel strongly about HRA vs. HSA. They think an HRA would be a better vehicle for sharing risk on out of pocket costs, understanding that not everyone uses the full amount available. Around half the population spends less than \$1500. HSA's require that, within

certain parameters, a set amount of money is put into an employee's account. That is taxpayer money that the employee keeps whether they use it or not. The negative aspect of that is that it doesn't maximize the amount of money the board has available to cover risk for employees. There will be winners and losers. Those who use nothing can pocket it, while those that burn through the money quickly may then have to spend several thousand dollars. They want the board to consider moving from an HSA to an HRA.

Pietro Lynn said he thinks one question the board might have is whether the association is opposed to making a choice available of an HSA or an HRA. S. Dirmaier said ease is one of their principles. Offering both makes it more difficult for central office and choice is more confusing for individual members. P. Lynn said he thinks the hope would be that the board could meet employees' needs because those concerned about being very sick could choose an HRA and those who want to keep their money can choose an HSA. He thinks the board is interested in finding out if offering a choice would be acceptable. Suzanne said without having more discussion she thinks the answer would be no, because they have another philosophical principle – they want to keep taxpayer money funding health insurance applied toward health insurance and not have it become an income benefit. They don't want health insurance to be made into a money making or future retirement fund scenario. And part of it is the issue of having winners and losers. Nobody knows what may happen. No matter how healthy someone is, they can't predict they will continue to be healthy. That is why their position is that health insurance should be about health insurance and minimizing risk to the association and board.

S. Dirmaier said the association could probably give the BNC a proposal that would make the BNC more interested but they need to know if the board would be willing to go that direction. It is also important that the employer health insurance contribution be expressed as a percentage of the out of pocket maximum, not as a dollar amount. That means both sides share in future exposure as rates go up. They need to hear back whether the board can agree to offering an HRA and to expressing the employer contribution as a percentage of the premium and of the total out of pocket maximum.

S. Hamlyn-Prescott said the BNC could caucus now and answer them or move forward and caucus later. S. Dirmaier and A. Tatro agreed to continue now and have a caucus later.

A. Tatro gave responses to previous BNC proposals. They accept the proposal for a 2-year agreement. They also agree to eliminate 5.2.

Jacie Kendrew gave clarification on their proposal for 6.8.4-2. The supplemental non-licensed student supervision assignments they have in mind are homework club, detention, and spelling team coach.

The association wanted clarification regarding PDUs. The BNC wanted to strike all language on PDU's from 9.4, but 5.5.1 talks about providing funds for workshops on scheduled and unscheduled school days. How would those be compensated without the PDU language?

P. Lynn suggested that C. McFarlane address that. C. McFarlane asked J. Kendrew to repeat the association's question. J. Kendrew said the BNC proposes to remove the entire PDU section but 5.1.1 talks about still providing funds for professional days, workshops, etc. With the PDU section being gone, the contract doesn't outline what teachers can get for benefits.

C. McFarlane said the intention is that language around course work would still say teachers could get 6 credits or 9 credits. And for professional days the cost for workshops and registration would be covered. PDU's don't include travel or other expenses.

J. Kendrew asked if the cost of workshops would be separate from credits. C. McFarlane said yes. Credits would remain the same and professional days would be budgeted at the discretion of principals.

A. Tatro asked, there wouldn't be a definite amount of workshops she could take? C. McFarlane said it would be limited to 3 days. A. Tatro asked if there would be a discretionary clause allowing a teacher to have more. C. McFarlane said she believes there is one now. A. Tatro said that is in the PDU section. Will it be added back in? C. McFarlane said she believes the language currently exists in the professional days section saying that the principal has discretion. A. Tatro asked, so it would be defaulting to the professional days language? C. McFarlane said yes. The board heard last time that teachers wanted more flexibility to take workshops in summer and on breaks and have more than just their registration paid.

A. Tatro said she believes the BNC had language in mind related to the proposal to remove 6.4.4 regarding placement based on incumbent teacher status. P. Lynn suggested C. McFarlane address what language the BNC had in mind. C. McFarlane said the other language that is in 6.4 is what the board would like to see for hiring. S. Hamlyn-Prescott said the BNC would like to maintain 6.4.1, 6.4.2, 6.4.2, and 6.4.5. The BNC would also like to keep the part of 6.4.4 that says if it is not possible to place the new hire the superintendent will recommend an appropriate placement. That was crossed off in error. C. McFarlane said we would not keep the part of 6.4.4 that refers to not being possible to place based on (1) and (2) because we are striking (1) and (2.) We just want to keep the part saying the superintendent will recommend appropriate placement. The reason for the proposed change is that the salary schedule is decoupled from years of experience right now.

S. Dirmaier said she did some research related to possible changes to be in compliance with FLSA. Twenty-one states have joined with the District Court for the Eastern District of Texas to put a stay on new FLSA rules. We have no idea what changes may be made under the new president. Pietro said his opinion is that those thresholds are gone forever with the current administration but there may be some people who are hourly even though we classify them as salaried.

S. Dirmaier said regarding the BNC proposal to change agency fee language to make it consistent with statute, she thinks the association would suggest looking at the modified support staff language around agency fee.

A. Tatro asked, regarding the BNC proposal to remove Section 6.84 (Extra Non-Licensed Work) and devise a comparable payment system, does the BNC have a comparable pay system in mind? S. Hamlyn-Prescott said the BNC will respond to that after caucusing.

A. Tatro said the association asked last time in what capacity the HR director would be on the sick leave committee and they were told she would be there to be kept in the loop with information. She thinks the HR director is kept in the loop. She is looking for clarification about the role of the HR director on the committee. S. Hamlyn-Prescott asked C. McFarlane to clarify. C. McFarlane said the BNC proposal would be consistent with support staff language. The HR director would be an active member, similar to the HR director role for support staff. A. Tatro asked why the BNC is proposing this. C. McFarlane said to be consistent and to keep the HR director in the loop, getting FMLA info from the beginning. S. Dirmaier asked, so the HR director would sit on the committee? C. McFarlane said yes, as she does for support staff.

S. Hamlyn-Prescott said Deb Clark is here to explain the BNC's previously proposed salary schedule. Copies of the salary schedule were distributed. D. Clark noted that this schedule is a correction to the one distributed last time. The last line on the first page wasn't calculated correctly before. There was confusion about where on the grid people would end up so she created a map that shows how the 2017 grid correlates to the 2018 grid and what the increase in pay would be for each position on the grid. It also shows the correlation between the 2018 grid and the 2019 grid. Compression of the first two rows in FY18 changes grid addresses.

S. Hamlyn-Prescott said both sides agreed they wanted starting salary to be more competitive. So the BNC is increasing starting salary. We also recognize the value of experience. That is honored in the proposed grid. We encourage growth so we maintain the ability to move horizontally.

S. Hamlyn-Prescott gave board responses to teacher proposals. She said the board does not support the proposal for 6.8.4-2 that teachers be paid for 2 hours if students do not show up for after school activities. The BNC understands teachers are free to leave in that situation. (*D. Clark left at 7:03.*)

The BNC agrees to add "close friend" to the bereavement leave language in 7.4 and would like to further add "or relative," consistent with support staff.

The board is not interested in changing the language of 5.5.1 on professional leave. The board knows administrators allow for this now on a case by case basis.

The board is not interested in adding language to 6.8.3 that provides supplemental pay for covering for colleagues.

The response to the proposal on 6.6.9-3 (CTE horizontal columns) is that to be fiscally responsible and able to budget appropriately the board negotiated one column movement per year and the board plans to maintain this provision for all teachers.

Regarding the proposal on 7.6.1, while FMLA is clear that it provides for 12 weeks of unpaid leave, the master agreement says teachers can take up to 12 weeks of accumulated paid leave for their own illness. S. Dirmaier asked, is that a no? S. Hamlyn-Prescott confirmed that it is.

S. Hamlyn-Prescott said the BNC will caucus regarding the healthcare proposal.

S. Hamlyn-Prescott said she thinks the BNC and the association already came to agreement on removing language from 9.1 related to Highly Qualified Teacher status and No Child Left Behind.

Regarding the career change incentive proposal, the board cannot in good faith to taxpayers entertain a proposal that pays teachers 66% of their salary as a bonus for resigning.

The board wishes to keep the existing language in 6.6.5 on recognized credits, as it is difficult to predict future assignments.

S. Hamlyn-Prescott said in 6.6.9-1 the language shown in the proposal is currently in the contract. She asked for clarification. J. Kendrew said they copied and pasted that language there with no change because they intended the language they proposed for addition (shown in red) to be part of the same paragraph as the existing language (shown in black.)

S. Hamlyn-Prescott said in the last round of negotiations the board negotiated extension of the language in 6.6.10 for this contract. The board's intent is still for the language to sunset at the end of this contract.

S. Hamlyn-Prescott said it appears that both sides are in agreement that online materials and access fees should be covered for online courses. J. Kendrew said the association is still not in agreement on the change from "recognized credits" to "graduate credits" proposed by the BNC in 9.3.2. Sue said the BNC is in agreement with changing to "recognized."

Regarding the association proposal to allow a credit advance of 3 additional credits for teachers in graduate programs requiring more than 9 credits per year, S. Hamlyn-Prescott said the master agreement allows for this tuition advance in the first 3 years of employment, which is when most teachers enroll in VMI. There was a side letter agreement for one teacher who had been employed for more than 3 years. We do not see adding any additional credits. When people have asked, it has been recognized in a side letter.

Sue suggested a 20-minute caucus. S. Dirmaier, teachers and support staff left at 7:12. C. Gallagher and D. Clark joined the BNC. B. Barnes moved to go into executive session to discuss teacher negotiations because premature general public knowledge would clearly place the school board at a substantial disadvantage, the motion was seconded and passed and the BNC entered executive session at 7:12. D. Clark left at 7:35. The BNC consented out of executive session at 7:40. S. Dirmaier, teachers and support staff returned at 7:40.

S. Hamlyn-Prescott said the BNC hasn't actually seen proposed agency fee language from support staff. S. Dirmaier said she was referring to the board's proposal. It is probably somewhat vague.

S. Hamlyn-Prescott said we want the schedule in 6.84 totally removed and then outside of the master agreement there would be a pay schedule for coaches, etc. P. Lynn said coaches are not licensed teachers. Our view is that they do not belong under the collective bargaining agreement and shouldn't be included in the same protections. S. Dirmaier said they aren't included in the same protections. The union just bargains a payment system for them. They are not subject to the just cause provision or other pieces and unless the contract specifies they are employees at will. But some coaches are members of the bargaining unit. The association will think about it. Pietro said in their capacity as a teacher they are protected by the agreement. In their capacity as a coach, nothing about that employment relationship ought to be in the collective bargaining agreement.

S. Hamlyn-Prescott said the BNC agrees that an HRA should be one of the two choices teachers could opt for. The BNC wants to provide a choice between an HSA or an HRA.

J. Kendrew asked if employer contributions would be framed as a percentage. S. Hamlyn-Prescott said the BNC would be interested in seeing the association's proposal on healthcare as well as a second proposal on salary.

S. Dirmaier said she doesn't know if the association has a salary proposal. They can caucus on that.

Melissa Greenwood reviewed tentative agreements. She said we have agreed to a 2-year agreement from July 1, 2017 to June 30, 2019. We agreed on dropping 5.2. We both agreed on adding "close friend and/or relative." We both agreed to drop the references to Highly Qualified Teacher status and No Child Left Behind in 9.1. In 9.3.2 we agreed on saying "recognized credits" and the language about paying online fees.

They wanted to clarify what PDU language the BNC proposes to remove. The BNC proposal cites 9.4 but 9.5 also includes PDU language. S. Hamlyn-Prescott asked C. McFarlane to look at that. C. McFarlane said she thinks we would remove most of 9.5 but keep 9.5.2 and 9.5.1 with the exception of the PDU reference. S. Hamlyn-Prescott said she doesn't know that the BNC would be in agreement on this unless we had agreement on the professional day piece, since they are connected. J. Kendrew said she believes the

association is in agreement with the BNC proposal regarding 5.5.1 as well as the proposal to remove the PDU language. A. Tatro and M. Greenwood agreed that is the case.

M. Greenwood asked if she could email agreements to the BNC on Monday. The board agreed.

P. Lynn asked if the association wanted to share a healthcare proposal. The association asked to caucus. They left at 7:53 and returned at 7:56.

The association handed out a healthcare proposal and S. Dirmaier discussed it. They propose to maintain the current language until January 1, 2018. After that they propose that the board pay 85% of the cost of the Gold CDHP plan and provide an HRA with an employer contribution equal to 100% of the total out of pocket maximum for Gold CDHP single and multi-person plans (\$2500 for a single person plan, \$5000 for a multi-person plan.) Teachers would be responsible for remaining medical expenses once they have exhausted all annual HRA funds. All administrative costs for the integrated HRA would be paid by the board. S. Dirmaier explained that "integrated" means a third party administrator would work with the health insurance company. In addition, they propose that the board offer Platinum, Gold and Silver CDHP plans.

S. Dirmaier said at the next meeting she thinks the association will want to give additional information related to their proposal on CTE horizontal columns and will delve more into the salary piece.

M. Greenwood said she would email tentative agreements out by the end of the day on Monday.

S. Hamlyn-Prescott reminded everyone that the date of the next meeting is February 15.

S. Dirmaier, teachers and support staff left at 8:01.

The BNC consented into executive session at 8:02.

4. Adjourn

The BNC consented out of executive session and adjourned by consent at 8:10.

Minutes submitted by Donna Griffiths