

NEGOTIATION MINUTES

May 6, 2014

DISTRICT ADMINISTRATION PRESENT: James Gilbert, Cliff Ogborn, Rick Checketts

MHEA PRESENT: Robynn Schipani, Rosemary Ash, Karen Kohring, Terri Sanders, Rita Olson, Rhonda Urquidi

MINUTES: Sharon Whitman

OTHERS PRESENT: Harry McCarty (IEA Representative), Marilyn Kellerman, Denise Weis, Albert Longhurst, Deena Smith, Brandy Garlitz, and seven other teachers

NEGOTIATIONS STARTED: 4:55 p.m.

These negotiation minutes are a transcript of the conversations of the negotiation meeting. The intent, meaning, and direction of the conversations are transcribed below; not every word spoken has been transcribed. The negotiation meeting was recorded by both the District Administration Office (Administration) and the Mountain Home Education Association (MHEA). For a copy of the audio, please contact either the MHEA (Rosemary Ash) or the District Office (Sharon Whitman).

Where the term “master contract” and “Master Agreement” are used, the true name of the document is Collective Bargaining Agreement (CBA).

1. Minutes of April 23, 2014, approved by both parties.
2. Karen – asked for clarification of comments made at the previous meeting regarding insurance and that James said northern Idaho is more expensive than Mountain Home, but when the MHEA met, and when the conversation turned to statewide insurance...and a comment was made at our meeting [recent negotiations] that northern districts were actually in conflict because they were cheaper up there than here, which goes against the statement you made.
 - James – the State Pool...you’re speaking of the State Pool, the State Pool in which we formally were members of years ago...the State Pool overall this year is seeing a decrease [premiums], I shouldn’t say decrease, it’s less than what our increase is, but it’s the first time the State Pool has seen that [decrease] in ages. Typically the State Pool is far above [Regence] and when we got out of the State Pool was the year when we had a 46% increase to the State Pool. Sometimes there are benefits belonging to the State Pool, but typically the benefits to the State Pool are for smaller districts. Larger districts that are self-funded such as ours are better to have our own program so that we control some of the costs a little more. There are many districts up north that aren’t members of the State Pool either. So how they’re [Blue Cross & Regence] going to trend it out is based on their program that they use.
3. Rita – asked for clarification on a statement made by James at the last meeting...it bothered me because I’ve been a member of negotiations for a long time and you said something happened that made you look bad or wrong or...
 - James – not bad or wrong. What I’m referring to is the day when every member of the MHEA walked out of the negotiations table with the exception of the president [MHEA] and one member...and that was during the interest based bargaining...we had gone through the training and the next year they [MHEA] up and walked out, and that’s why we aren’t interested in the interest based model.
 - ~ Rita – that’s...I couldn’t remember.
 - ~ Rosemary – I don’t remember that. I still don’t remember that...

~ James – I certainly do.

4. James – Rosemary, I'm going to leave off where we were [23 April]. I'm going to review the proposal we made at the last negotiation session that's on the table right now; we were going to reinstate two (2) contract days to go from 185-days to 187-days; those days are going to be paid for with the additional professional development money from the state. Those days [two additional days] would be placed somewhere in the calendar with the association's [MHEA] input...and the district would cover the 11.9% increase to the healthcare this year...paid from the increase in the discretionary money from the state. That's the proposal that's still on the table and that's where I believe we left off.

- Rosemary – since we are doing the traditional based bargaining, is it possible we can get those proposals in writing.

~ James – yes.

~ Rosemary – just to clarify, I know we talked about traditional vs interest based vs...this team wants to make sure the record shows that we are committed to being collaborative; do a collaborative method of going through procedures to come together to make decisions that are legally, ethically, financially, and fiscally sound. We're getting together with the Board with an open exchange of views with all parties contributing...I feel that if we were to actually do a true interest based bargaining...(inaudible), but we just want you to know that we are hoping to work collaboratively together.

5. Rosemary – regarding your [School Board] offer, we still have those under consideration...could we get the written copies of the proposals so that we can review them and talk about them and then get back to you?

6. Rosemary – we do have a proposal for you today. I'll read the proposal and the rational for it and then hopefully we can hold off comment until the end of me reading it otherwise I don't read (inaudible)...MHEA proposes all language from the 2009-2010 master contract excluding salary and benefits be returned to the 2014-2015 master contract.

- Rosemary – the rational is the 2009-2010 master contract agreement, which represented over 27-years of negotiations and agreements reached by the school district and the employee group, was in place prior to Senate Bill 1108, also referenced as Propostion1, which was passed in the legislative session in 2011. Current employees will benefit from the rights conferred from the knowledge that the district and the association are once more working together to establish mutually agreeable working conditions. Whereas this proposition was subsequently overturned with a resounding vote of the Idaho voters, MHEA proposes the contract be restored to its original content, excluding salary and benefits.

~ James – I have a couple of questions to ask you on that Rosemary, my first with this would be can you tell me what it is exactly that you are offering in your proposal?

~ Rosemary – we are asking the School Board to consider that we would like to have some language back in our contract; employee protection would be returned to us that way. I realize a lot of these things are in policy, but I believe you [James] even mentioned the last time we were in session that policy is not protected, where contract would be a protection for employees.

~ James – I'll clarify on that...anything in policy holds the same power as anything in a Master Agreement, by law, policy code in agreement.

~ James – the second thing I would ask on that is you stated that you wanted reinstated...restored...you understand that even with the overturning of Props 1, 2, & 3, legally there are still issues as far as Evergreen clauses not being allowed, which basically means each year that you are negotiating from scratch?

~ Rosemary – yes.

~ James – my third question is what problems are you trying to solve by asking for reinstatement with the old Master Agreement?

~ Rosemary – we would like to restore protections of the master contract to our employees.

- ~ James – I'm going to ask for clarification...again those protections are still offered in policy...can you tell me how...what the difference between...
- ~ Rosemary – I believe legally that contract holds more basis than policy does...and also contract is negotiable yearly...and policy is at the discretion of the Policy Committee.
- ~ James – policy is at the discretion of the Board.
- ~ Rosemary – the Board...and new policies are brought forth to the committee [Policy Committee] that we [MHEA] are not represented on at this time.
- ~ James – staff is represented on the Policy Committee...
- ~ Rosemary – but no association [MHEA] member.
- ~ James – what's the benefit of your proposal to the School Board?
- ~ Rosemary – I think if the School Board accepted this proposal, it would show the working staff that they [School Board] are supportive of us [MHEA] and willing to work with us.
- ~ James – have there been issues that have specifically come up that have shown that the Board is not supportive of our staff?
- ~ Rosemary – not any specific issues at this time.
- ~ Rhonda – all that I can think of is the inconsistency in administration. There's been some questions on how policy is interpreted versus if it's in the master contract, it's negotiated (*inaudible*)...there's been different interpretations per building, there's been different interpretation (*inaudible*)....
- ~ James – how often is this? What I'm looking for is this truly an issue or is this a one-time here, and a one-time there...
- ~ Rhonda – it's systematic.
- ~ James – do you have any way...can you give me a specific number of times that this has been the feeling of staff or is this a...
- ~ Rosemary – do you [other MHEA members] know of any?
- ~ *Silence*
- ~ Rhonda – I'm trying to think...weekly.
- ~ Terri – I know that Denise [MHEA president] has approached Tim with some conversation, but if you [James] want a specific number, and if we [MHEA] have specifically tracked this data...I do not know of that personally, but I do know that Denise has discussed this and I believe you have been in on one of those conversations [monthly meeting between District Office and MHEA] as well.
- ~ James –I think it is important here and I'm trying to identify if this is truly and issue or...the word being used is interpretation...and I can tell you that there are just as many interpretations of the old Master Agreement that caused problems as there are with the interpretation of policy. That's why I'm asking this. Yes, I do want hard data with this. Again, I go back to a statement I made at the last session...we don't do business based on things for one person, it's what is best for the organization as a whole. That's what the intent of any policy or anything negotiable...it should be how does it benefit to the entire district [not a few people]?
- ~ Rhonda – so I guess if I'm going to qualify it with data, then I would say through surveys. We've [MHEA] done several surveys this year and clearly throughout each survey, there has been that response. We've had meetings, some building meetings, and personal meetings, and some emails...and that was in each building where there was some feedback that was specific to that, so that's where it was catching our attention. We were surprised that it came back and there were different responses in frustration. There's also frustration in being able to approach principals, so some of our concern is if policies are driven through principals, then maybe they aren't as approachable as one would hope. Also, as far as collecting data...just recently, within the last two weeks, we [MHEA] were and building reps were talking to each of them [staff] in the different buildings about their concerns, and what we were moving forward with...it came out to have language moved into the Master Agreement versus in policy and not just policy...where there had been other districts that are smaller than us or just surrounding us...where they [smaller districts] just requested to have their master contract reinstated and it just was. People are aware of that (*inaudible*)...I do feel that it is a consistent concern from building to building...so we have a

representative in each building that have asked that...and someone recently sent me an email after talking to about 20 people in my building [MHHS], and said that some of the things like having leave in the master contract was a concern for them...so that was something that was in policy.

~ James – what kind of leave?

~ Rhonda – all kinds of leave...and they didn't specify professional or sick or...

~ James – because all of that leave has been moved into policy that was in agreement so there should be no change in leave. One other thing I want to point out is again...whether policy or Master Agreement, some of this is truly up to employees to know what the policies are, so whether in a policy or in an agreement, they need to access that to see [information], and I do think that is where some of that confusion has come up.

~ Rhonda – you mean if they can get it on the website?

~ James – yes.

~ Rhonda – I did find that going through the policy and pulling it off of the website...there's confusion like the table of contents and how it's color coded...and then it has the page numbers on the side...and then going over and finding it alphabetically listed is inhibiting...so that's something that I thought of ...I don't know who to talk to.

~ Sharon – I thought I hid the table of contents...

~ Rhonda – you hid it?

~ Sharon – I mean hide it in navigation [SchoolCenter terminology] while we're redoing all the updates and renumbering pages...so I stopped updating the directory. I'll go in and delete it.

~ Rhonda – I was on it this weekend and you have it color coded, and that makes sense, and it has page numbers and that makes sense, but when I go to find it, it's alphabetical...

7. James – I'm going to ask that we caucus for a minute so that I can speak with Mr. Checketts, and Mr. Ogborn. We can go into different rooms and the MHEA may use one of those rooms...let's say for five minutes.
8. Caucus 5:10 p.m. to 5:15 p.m. (*Harry McCarty, IEA Representative caucused alongside of the MHEA*)
9. James – Rosemary, I have one question with this, is this a counter proposal to what was offered?
 - Rosemary – no, this is a proposal.
 - James – we are going to reject your proposal because we feel the Board replaced the majority of the old Master Agreement into policy thus providing adequate protection not just for certificated staff, but for all staff, and by doing so those policies cover more than just teachers, they also cover our support personnel and our administrators, as well. It's our [School Board] feeling that that process has been fair, and provided ample employee protection. and so we will reject that offer.
 - Rosemary – I need to discuss this with my people [MHEA negotiations team] now and discuss...
10. Caucus 5:23 p.m. to 5:38 p.m. (*Harry McCarty, IEA Representative caucused alongside of the MHEA*)
11. Rosemary – MHEA would like to make a verbal proposal to the Board to add Article IV of the 2009-2010 master contract.
 - James – I'm going to quickly reject that proposal. The Board is not interested in reinstating or re-implementing anything from the 2009-2010 Master Agreement, as that contract is no longer in effect.
 - Rhonda – can I ask one question, when you say the Board feels the policy is protecting all, do you feel that the policy would be removed if we ask to have it in the agreement.
 - James – no, I don't necessarily feel that, but I can tell you that the Board isn't going to place anything into policy...that is currently in policy into the Master Agreement. Basically it creates a double...I don't want to use the word protection, because that isn't the word, but those policies are already protected by
 - Rhonda – guided by...

- James – protected by...if you look at the grievance policy, you can grieve anything that is in violation of policy, of code, or Master Agreement, so the policy is very binding. It has legal...that's why it goes through that process.
- Rosemary – I would like to comment that contract does supersede policy.
- James – if it's placed in there, it can.
- Rosemary – well the leave language is a top concern of our members...we feel that we would be respected and protected if it was brought back into our master contract, and we would like the role in making determinations of leave policy because as of now the Board controls policy.
- James – for clarification Rosemary, to your knowledge has any of the leave language that was placed from the old agreement into policy changed in that process.
- Rosemary – I believe there was a change in wording to some of the policies last year...leave policies...but I don't believe it changed the effect it had.
- James – ...it didn't change the effect...
- Rosemary – I don't believe it did.
- Rhonda – just because there hasn't been an effect yet doesn't mean that...sometimes policies come about because there's problems, a lot of the policies that were in the master contract were there because of the problems from 30-years ago, 25-years ago, 15-years ago that some of our colleagues had already negotiated, and yes, there might not be a problem in governance right now, but having them in the master contract gives that security, that protection, that we feel are necessary...that our association feels is necessary.
- James – can you specify what leave you are talking about because sick leave and personal leave are identical to what they were?
- Rosemary – I do believe the association leave changed.
- Rosemary – Association leave is not in policy, but was in the contract in 2009-10.
- James – Rosemary do you guys have a proposal on how you would pay for that association leave?
- Rosemary – not at this time...we have to discuss it...not a written proposal.
- James – since that is a cost issue, and one of the things we mentioned in the first meeting was that any proposal that you bring needs to have a funding format to that.
- *Silence*
- Rhonda – another section of leave would be the sick leave bank, and I don't know if the language is different, but I do know that it is a membership...people contribute to that...that is something that is important that's part of our Master Agreement...since it's actually the membership that owns it...I believe there's a board member on it that hasn't contributed to it so there's some things we [MHEA] need to double check.
- James – the makeup of the sick leave bank is the same as its always been, the number of people who sit on it...again this is a benefit that covers all employee and not just the certified staff. We actually had a sick leave bank meeting a couple of weeks ago and we actually have two MHEA members on the bank. I'm also going to be very blunt here and restate that we are not going to replace anything that is in policy back into the Master Agreement.
- Rosemary – should we [MHEA] caucus?

12. Caucus 5:45 p.m. to 5:52 p.m. (*Harry McCarty, IEA Representative caucused alongside of the MHEA*)

13. Rosemary – We respectfully request you reconsider your rejection of our proposal regarding leave. Idaho Code 33-1275 specifically requires the parties to negotiate leave. It reads, “For purposes of this section, “compensation” means salary and benefits for professional employees. “Benefits” means employee insurance, leave time, and sick leave benefits.”
- James – So your contention with this is that it is part of the payment structure with that we are going to take our proposal off the table, at this point.

- Rosemary – both of them?
- James – both of them.
- Rosemary – I think we'd have to...
- James – it's off the table at this point.
- Rosemary – well I think we need to set up another meeting at this time to get those in writing.
- James – I want to restate Rosemary that the offer of the two (2) additional days and the coverage of the 11.9% increase are now off the table, so I'm not going to send you any written proposal to you at this time.
- Rosemary – okay. We would like to offer the dates of May 13 or 14 to reconvene.
- James – I don't know how you guys feel about this, but there is a sense of urgency with this and then to put it off for another week...the reality for this is we're coming up on the end of the school year, so simply from a ratification standpoint, I think it's going to create some issues. My recommendation would be to meet again this Thursday (May 8).
- Rosemary – there's a conflict with our team, the first available dates are the 13th or 14th.
- Rhonda – when are we seeking to ratify?
- James – whenever you get to an agreement.
- Rhonda – us?
- James – just looking at the logistics of it for the association [MHEA] to call a ratification meeting would be difficult with everyone gone. That was my hope was to try to meet prior to...I'm of the opinion if we could set more frequent meetings...hopefully that would help resolve some of that, but the 13th is your first available date, then our team is agreeable to it, but it needs to be at an earlier time.
- Rosemary – and the people on my team...we have team members that have IEP meetings.
- James – what about the 12th?
- Rosemary – we looked at some dates and came up...
- James – next week, districtwide, those are some pretty tight days. What does the 15th look like?
- Discussion continued regarding selecting a date to reconvene.

14. Next Negotiations meeting: Tuesday, May 13, 4:30 p.m.

15. Meeting ended 6:00 p.m.