

**TETON COUNTY SCHOOL DISTRICT #401**  
**Minutes of Teacher Negotiations 2015-2016**  
**District Office**  
**Tuesday, June 2, 2015 5 pm**

**Open Session:**

**Present:** Harry McCarty, Lisie Smith, Susan Pence, Jill Gottler, Deb Loudenslager, Delwyn Jensen, Ben Kearsley, Scott Marotz, Mary Madsen, Maralee Saulters

**Call to Order:**

Smith welcomed and led everyone in the Pledge of Allegiance. She introduced Harry McCarty from the IEA.

**Proposals:**

Mrs. Smith announced that the TEA looked over the Boards proposed Master Contract. They thought the language in their proposed contract fit the District better and would like to propose changes to it from last year. (As indicated in yellow in attachment). The Board took time to read the proposed contract.

**Article 1: Bargaining Units**

Mrs. Smith indicated that the only change to Article 1 was the 2 year effective date. Mr. Marotz opposed the 2 year date stated that it negates the obligation that the Association certify on a yearly basis that it represents 50% +1 of all certified staff. He also asked that “Association” be further defined. He agreed to draft up written alternatives and discuss this further at a later time. The Board asked to look over all the proposals before making any decisions or agreements.

**Article 2: Procedure**

Mr. Marotz asked that the date in subpart B of Article 2 be changed to April 15<sup>th</sup>. Mrs. Smith responded that the proposed March 15<sup>th</sup> date came from Mr. Woolstenhulme last year. She asked if the Board was certain they wanted to change it to April 15<sup>th</sup>. Mr. Marotz asked that negotiations start on or before April 15<sup>th</sup>. He also asked for an agreement that once negotiations start, the parties meet each week unless both parties disagree. The TEA agreed to consider this.

Mrs. Smith also pointed out that in Article 2 subunit G a few items had been crossed out. Mr. Marotz asked that “local education organization” be left in subunit G. The TEA also added the 2 year contract Mr. Marotz expressed concern over the possibility of authorization changing mid-contract. The TEA agreed to consider this.

**Article 3: Association Rights**

The TEA added subunit E: Use of School Communication Facilities which reads:

“The Association can post notices of activities and business on the bulletin boards designated for this use. The District mail service and teacher mailboxes can be used for Association communication.”

Mr. Marotz expressed concern over the TEA using District email addressed for the use of Association communication. The email address is public record and has no confidentiality. Mr. Smith asked for an agreement that the TEA is not allowed to use their District email for personal use or communication with the Association. Mrs. Pence responded that the TEA does not send sensitive information over emails, only meeting times, etc. Mrs. Smith added that whenever she sends information out from the TEA she checks with Mr. Woolstenhulme first. Mr. Marotz countered that the TEA's use of District email causes concern because it could become costly were those emails requested in a public records request. There was much discussion from both sides on the use of the District email services. The TEA called a caucus to discuss this and returned with the decision that they would consider this action.

Mr. Marotz proposed that Subunit G parts 1 and 2 were too broad. He worried that it gave the Association President the ability to attend everything. He suggested using the language in the Board's proposed Master Contract subunit H. Mr. McCarty suggested tabling this item and coming back with a counter offer.

Mr. Marotz proposed that the TEA subunit H be replaced by the Board's proposed subunit I. He also asked that the blank for paid release time and number of delegates in the TEA's subunit I be specified. Mr. McCarty agreed to come back with a counter offer on these items

#### **Article 4: Grievance Procedure**

Mrs. Smith proposed a Grievance Procedure. The Board called a caucus to discuss this item. There was much discussion by both sides on the language presented in Article 4. Mr. Marotz asked that there be a Panel at Level 3 instead of the Board. Level 4 would be replaced by the Board and Mediation eliminated. The TEA agreed to consider language changes and redraft.

#### **Article 5: Working Conditions**

Mrs. Smith pointed out that the only changes to Article 5 were in subunit G. The TEA added "with regard to matters of public concern to items 1 and 4. They also added the 2 year date. Mr. Marotz asked that "as determined by state and federal law" be added and items 2-4 be eliminated. The TEA responded that they would consider those actions. Mr. Jensen referred to the Board's Subpart I, items 1 and 2. He suggested that the language in those items reflects the Board's views.

#### **Article 6: Leaves**

The TEA added all of items 2, 5, 6, 7 and Family Medical Leave. Mr. Marotz asked that the language be changed to certified teacher instead of certified employee under item 2 Sick Leave Bank. Mr. Jensen asked the TEA to reconsider the Sick Leave Bank as it would replace what was already in place. Mrs. Smith asked that language be included that would indicate any changes to the sick leave bank must be negotiated by both parties. The Board agreed to this.

Mr. Jensen questioned the dates listed under item 5 School Holidays. He suggested they not add specific dates that they can't change later if needed. Mrs. Smith agreed that the TEA would look over the language in item 5 and come back with a counter offer.

Mr. Marotz suggested the language in item 6 Jury Duty be changed to reflect that jury service pay be turned over to the District. He also asked that the last sentence be changed. The TEA agreed to consider these changes.

Mr. Marotz asked that the language be changed in item 7 Professional Leave. He asked that “may request to attend non-association national, state and regional meetings” be added to the paragraph. The TEA agreed to consider that action.

Mrs. Smith addressed the new Family Medical Leave section in Article 6 which reads:

“All certified employees shall be eligible for Family Medical Leave in accordance with the provisions of the federal Family Medical Leave Act.”

Mr. Marotz suggested changing March 30 to March 15<sup>th</sup> in Leave without Pay item 1: Sabbatical Leave of Absence. Board requested a caucus to discuss items.

### **Article 7: Benefits**

Mrs. Smith asked that the Fringe Benefit Pool be increased from \$390.00 to \$609.11. The Board responded that they would like to stay at \$390. Mrs. Smith questioned this action as insurance costs keep going up and other districts have increased to compensate. Mr. Jensen stated that the District has a set amount of money to give to the teachers. Where that money specifically goes needs to be determined. Mrs. Smith asked to table talk on health insurance benefits. She moved on to item 2 Term Life Insurance and suggested an increase from \$20,000-\$50,000. Mr. Marotz responded that the Board would look into what that cost would be for the District.

Mrs. Smith went on to propose reimbursement in item 1 of subunit B Other Benefits in Article 7 be increased from \$300 to \$500. Mr. Marotz reminded the TEA that the first \$300 comes out of Title IIA Federal funds. The remaining \$200 would come out of the sum the District has to spend.

Mrs. Smith also proposed an increase from \$150 to \$300 in item 4 regarding classroom supplies. The 2 year date was also added. The Board agreed to consider these changes.

### **Article 8: Salaries**

The TEA withdrew their previous salary schedule. They proposed last year’s salary schedule with a 6% increase. The TEA also suggested working throughout this coming year to come up with something better for next year. The Board expressed concern over the cost this 6% increase would be to the District. The TEA called a caucus.

Mr. Jensen stated that our district pays more and employs more employees than other districts. Mrs. Gottler responded that the cost of living here is higher. The Board proposed a move to the career ladder and a one-time 2% bonus increase in salary. Mr. McCarty requested Salary Based Apportionment and Benefit Apportionment Computation information from Mr. Church. (Refer to Attachment

### **Article 9: Savings Clause**

The TEA added a Savings Clause. Mr. Marotz asked that language be changed. TEA agreed to consider this.

The TEA and Board approved the minutes from the previous meeting. The TEA added their minutes to the Boards to be published. The next meeting was scheduled for June 3<sup>rd</sup> at 8:30 pm