

Fact Finder Report - Summary

July 27, 2017

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<u>Issue</u>	<u>BEA position</u>	<u>BSD position</u>	<u>Fact Finder recommendation</u>	<u>Fact Finder comments</u>
Salary/Wages	4.31% new money, 2017-18	<p>1.23% new money (step only) without BSD's health care and operational proposals implemented;</p> <p>1.75% (2017-18) and 2.00% (2018-19) with BSD proposals implemented</p>	<p>2 year contract</p> <p>2.75 % new money (step + increments), 2017-18</p> <p>3.50% new money (step + increments), 2018-19</p>	<p><u><i>[The District's] total financial picture, combined with the health insurance and operational concessions it has proposed, do not justify its low wage offer. The parties have never agreed to percentage new money increases as low as 1.75%/2.00%. (pg. 9)</i></u></p> <p><u><i>Almost all of the lower increments (2.6%/2.7%/2.8%) occurred from FY10 through FY13, when public employers were dealing with the aftermath of the 2008-09 recession. The District is not facing any comparable financial crisis now. The District's offer is also substantially lower than the most recently agreed-upon percentage increases in Chittenden County, in 2016-17. (pg. 10)</i></u></p> <p><u><i>It must also be noted that it is not accurate to equate total new money percentage, which includes both experience increments and a general wage increase, to the inflation rate or cost of living. The merit increments, which do not apply to all teachers, are designed to compensate for a teacher's increased experience up to a certain number of years. (pg. 11)</i></u></p>
Health Insurance	<p>Status quo to January 1, 2018</p> <p>Retain 83%/17% premium contribution for VEHI plan of teacher's choosing after January 1</p> <p>95% District-paid HRA (Health Reimbursement Account) to cover OOP (Out of Pocket Expenses - co-pays, deductibles, co-insurance) up to maximum OOP</p>	<p>BSD to contribute a fixed monthly dollar amount to monthly premiums:</p> <p>Single: \$402.93 2 adults: \$756.72 Parent & child: \$622.95 Family: \$1,116.12</p> <p>BSD will fund HRA where employees pay the first dollars of OOP as follows: Single: \$400. 2 adults: \$800 Parent & child: \$800 Family: \$1,600</p> <p>Board pays 50% of any additional OOP to a max of: Single: \$840 2 adults: \$1,360* Parent & child: \$1,360* Family: \$1,680* * corrected from FF report Employee pays remaining OOP</p>	<p>Offer Gold CDHP plan only</p> <p>Retain existing 83%/17% premium split (83% paid by BSD, 17% paid by employee)</p> <p>HRA where employee pays first \$400 of OOP; District pays 60% of remaining OOP.</p> <p>Max employee exposure to OOP/year: Single: \$1240 2 adults: \$2240 Parent & child: \$2240 Family: \$2240</p>	<p><u><i>While H.542 [June 21, 2017 legislative compromise following Governor's veto threat] has created a great deal of confusion, its actual effect on this proceeding is negligible. Essentially, there will be a reduction of roughly \$149,500 in state aid in 2017-18, out of a District budget of over \$85.5 million. By comparison, the Association's proposal would save the District \$568,397 over the cost of health insurance in the first year. (pg. 17)</i></u></p> <p><u><i>While a fixed dollar amount would provide predictability to the District, it would shift all the unpredictability [should the cost of premiums rise] onto the teachers. More importantly, it would shift all the risk onto the individual teachers. For example, were the District to have a fixed dollar amount instead of 83%, if the premium cost were to increase by 25%, the entire increase in premium would be borne by the teacher. That is, the teacher's premium contribution would jump from 17% to 31%, approaching a doubling. This kind of extreme burden shifting to individual employees is not recommended. (pg. 19)</i></u></p>

Buyout for waiving District health insurance	Status quo (22.5): if employee gets health care through a non-BSD spouse, the District will pay a buyout of 25% of the amount the District would have spent on employee's health insurance premium	The District will pay employee a buyout of \$2,000	No change to buyout (22.5): status quo	
Work Day - High School/ Middle School	<p>Status quo (6.6): HS teachers will have not less than 1 block of prep time per day; MS teachers not less than 45 continuous minutes of prep time per day</p> <p>Status quo (6.8): HS limit to 5-6 teaching blocks per 2 day period depending on teaching discipline; MS limit to 6 classes and/or duties per day.</p>	<p>District: <i>It is inherently inequitable for teachers at the high school to have twice as much prep time as other [Elementary] teachers, so the District advocates a 40-50 minute prep period for all teachers. (pg. 23)</i></p> <p>District: <i>It is likely that most teachers use this time to fulfill their professional obligations, yet the District cannot access and arrange the time in a manner that will yield the best result for students. (pg. 24)</i></p>	No change to HS/MS prep time: status quo	<p><u><i>The [BEA] submitted two daily logs for each of ten high-school teachers, in history, math, English, science, reading, and ELL. The logs show that on some days, the teachers had an open 90-minute block in addition to their class time and prep period. Their only other open time was the fifteen-minute periods before and after classes. All ten teachers used the open blocks (as well as the fifteen-minute periods) for educational purposes. A science teacher prepared lab equipment and chemicals for a chemistry experiment and disposed of chemicals from other experiments. A history teacher graded student essays, updated a website ("to include links to Trump's executive action"), had a phone conference with a parent, and updated classroom materials. Other teachers met with students; checked email; and conferred with teachers, administrators, and student teachers. One math teacher voluntarily taught and advised at the District's alternative high school. Half of the teachers arrived at school early. Superintendent Obeng readily confirmed that teachers used their unassigned time to attend to professional matters. But in his view, that did not necessarily further the District's educational goals and policies. Self-directed student advising or professional collaboration does not effectuate the District's unified plans for improving student outcomes and, indeed, may be contrary to those plans. Superintendent Obeng estimated the total value of the "lost" time as \$1.4 million. (pg. 27)</i></u></p> <p><u><i>The great disparity in prep time between high-school teachers and the rest of the bargaining unit is indeed a concern. Elementary and middle-school teachers need just as much prep time as high-school teachers. However, a 90-minute prep period is not unheard-of in Chittenden County high Schools. (pg. 28-29)</i></u></p>
Work Day - "Traditional Fridays"	Status quo (8.7): Teachers may leave at 2:00 on Fridays and days before vacations if they are done their last classes	End "Traditional Fridays" as it is inequitable among teachers at different levels and limits opportunities to work with colleagues and students in MS and HS	Recommend District's proposal: End "Traditional Fridays"	<u><i>The current language is inequitable compared to the work day of elementary-school teachers. The right to leave early on Fridays and the day preceding vacations is never available to them, because they must stay with their students until the end of the full student day. It is also wasteful. According to the high-school teachers' logs, several teachers had no assignment during block 4, making it possible for them to leave at around 1:30PM (although none of these teachers did). The District can ill afford this unusual luxury. (pg. 28)</i></u>
Work Day - Elementary Schools	Limit contact time to 1590 weekly minutes; best effort for 5 minute passing time	Conduct a pilot in 2017-18 at Flynn and Edmunds Elementary to relieve	Pilot already happened during 2013-16 CBA (Collective Bargaining	<u><i>I recommend the Association's proposed modification of section 7.1, relieving them of certain duties, with the details to be worked out by an Association-administration committee. The District points out</i></u>

	for elementary specials teachers; relief from duties; duty-free lunch of 30 minutes	teachers from lunch and other duties; re-examine after pilot in January 2018	Agreement); No implementation of BEA proposal except modify section 7.1 to relieve elementary teachers of duties, likely through use of paras	<u>that it will incur the cost of hiring paraprofessionals to undertake these duties. However, it is also costly to use the time of a professional teacher for tasks that a paraprofessional could do just as well. It must be understood that I am not recommending this as a pilot project limited to two elementary schools. It will apply to all elementary teachers at all elementary schools, and will be incorporated into the CBA. (pg. 36)</u>
Notification of Teaching Assignment	Status quo (6.10): teacher will be notified of teaching assignment for following year by June 1st or by the date the school budget is settled (whichever is later)	District will make best efforts to notify teachers of teaching assignment for the next school year by the end of the school year	Recommend District's proposal	<u>There is no obstacle to recommending this proposal, which will solve an administrative problem for the District. (pg. 37)</u>
Pay for Work Performed	Status quo (19.8a): Teachers will be paid bi-weekly, with the first payment occurring on first Wednesday of first duty week	Teachers will be paid bi-weekly for work already performed;	No change to financial payments: status quo	<u>There is no immediate practical problem that warrants recommending this proposal. (pg. 37)</u>
Sick Leave Increments	Status quo (23.2a): sick leave may be taken in increments as small as half-hour blocks	Sick leave may be taken only in 1/2 day blocks due to difficulty of hiring subs for shorter times; blocks would be- 7:45AM to 11:30AM or 11:30AM to 3:00PM	Recommend that contract be re-written to say 1/2 day blocks except in case of emergency, when shorter blocks may be used	<u>The District makes a persuasive case for this proposal, and I recommend it, provided that there is an exception for emergencies -- for example, a teacher or family member who suddenly becomes ill near the end of the school day. (pg. 38)</u>
Co-Curricular Salaries	Create an index for co-curricular salaries set to a percentage of the base teaching salaries to achieve regional comparability	No change to any extracurricular salary	No change to any extracurricular salary	<u>These increases are not warranted at this time. (pg. 39)</u>
Expiration of Contract	Status quo (8.3): if no new contract is negotiated by the time the contract expires, employees get step movement until new contract is negotiated	No change in salary or step increase until new contract is negotiated	No change: status quo	<u>I disfavor proposals of this kind, because they create asymmetrical incentives. If negotiations extend beyond the expiration of the CBA, which is common, the language exerts pressure on the union by freezing the membership's salaries. There is no similar pressure on the employer. Indeed, one could say that the employer obtains a short-term, interest-free loan, in the form of the delayed step increases. (pg. 39-40)</u>