

**MEA Bargaining 2017-2018**  
**Session #3**

Wednesday, August 30, 2017

Those present: Carl Auckerman, Pat Barber, Sara Brown, Kara Carney, Melissa Cohen, Jacob Davis, James Horner, Helen King, Brian Kirchberg, Angela Lindsey, Steve Motkowicz, Melanie Newhall, Bruce Proud, Rebecca Roberts, Lesli Strickland, Jon Syre, Tammy Taylor and Dawn Walker.

Meeting began at 5:28 p.m.

Sarah distributed an management's agenda. Dawn distributed minutes from the 8/1 and 8/14 meetings. Sarah distributed management's minutes of 8/14/17.

Sarah began with Teacher Pay MOU and asked what the status is.

Bruce stated that the recordings are so low that the sound is almost unable to be heard. Some parts are unable to be heard. Not sure it is of value if you can't hear or tell who is talking. Bruce stated that he had the volume turned up and software was turned up as loud as it can get and couldn't hear at all. Don't know if there is value continuing recording. He would prefer not to continue recording if you can't hear. That was MEA's objection in the beginning.

Sarah replied that she would like to continue recording for today. She will bring back the concern and will check to see if it can be made better or if there is value in continuing this process.

Bruce stated that MEA had reviewed the payroll language and that brought up some questions. Two languages from teachers and paras don't match – some simple ways, some not simple.

Exceptions stricken, guidelines included. Real reason for difference in languages?  
Formatting 1,2,3,4, or a, b, c, d. Don't know if there is rationale in specific language.

Sarah stated that she will have to look back and see if that is how it was in the contract.

Bruce stated that it's exactly the same.

Sarah stated that it's numbered 1-5 in the para contract.

Bruce stated that he is not so concerned with letters and numbering.

Sarah said she was trying to be consistent in the proposed language with how it was written in contract. She stated that we can change it if you wish.

Bruce stated that the word 'exception' is used in para language but it is stricken in teacher language and changed to guidelines.

Rebecca said she thinks it is an oversight.

Sarah said she didn't think it's a problem either way.

Bruce stated that in the para language #4 is stricken, and it's not something he recalled having any conversation at all as to why that would be stricken.

Sarah stated that because it was beginning in 2011. We already do this. It's already in #2. Don't need #4. Language was specific to that point in time. Their option is still there.

Bruce asked where does it say 24 equal pay over 12 months?

Sarah replied that it's at the top.

Bruce said OK. In the teacher language it says teachers have the option.

Rebecca stated that paras don't have the option to do lump sum.

Sarah stated that we can change language to make it consistent.

Bruce said we would be comfortable if para language is consistent with teacher language. There was an option, in the past, for 10 month employees being paid out over 10 months. With this change is the district interested in surveying for this payout? This would mean a payout over 20 equal payments.

Rebecca asked if this would be for both groups?

Bruce said he was talking about teachers. We haven't really studied as it relates to paras as to federal law. Not sure it is a viable option for paras.

Sarah asked if she's understanding we're talking about teachers having 24 equal pay or lump sum. 24 would go away?

Bruce replied no. That would be a new option: 24 pay, lump sum, 20 pay

Rebecca stated that we have to ask if it is possible in new system. Not sure if it is. We can ask.

Sarah – other thoughts?

Bruce asked how do you rectify errors if no one is at work? Language about how process will work.

Rebecca stated that we can talk on our side about a generic process. We have not ironed out processes so it would be difficult to give specifics. Functionality changes.

Sarah stated that if there is an error and we're closed, typically, there would be a way we are made aware. Just like we are now. Rebecca and I come in on a break or holiday to rectify a situation. Would want to know if we're talking about 1 person or if there is a whole group. We would be very mindful to have to correct. If it is a small group of people – is it regular or supplemental pay? There could be many reasons why. Make corrections as soon as humanly possible.

Bruce stated that he is looking for clarity on how that would work. And processes. Not who, but what the process would be so we could be reassured that it would be resolved in a timely way. For example a dedicated phone number, a hotline to call.

Sarah – any others?

Bruce stated that MEA had conversations about new employees and how they know about pay options.

Sarah stated that new employees meet with personnel rep. They are given a form, fingerprinted, drug tested. There is an election form. They check and sign off how they wish to be paid. It is part of the onboarding process. They get their badge. It is part of completing hiring and coming on with Manatee County Schools. Had been notification in onboarding materials. In new system talked about self-service option. This may be a piece of that like changing address or phone number. Have not fleshed out that choice piece yet.

Bruce stated that he had no more questions about pay process.

Sarah said she will look to make changes.

Bruce stated that he reviewed the proposed language on emergency schools and sent Ron an email about it.

Sarah said we can check that one. We will correspond.

Bruce stated that he also asked for information that he hasn't gotten. Turnaround plan and chancellor piece.

Sarah directed the chancellor piece question to Pat.

Pat stated that she thought she sent me the wrong letter but she sent the plan.

Sarah said she would check on that. Next is exchange of contract articles. Didn't know if you brought documentation. We have some to share.

Bruce said we have some, too.

Sarah said there is a grouping of proposals we put together that we believe are easy to digest. Cleanup of info or has been a MOU type we have looked at such as what was mentioned before. June 1 not appropriate. We will pass out for you to have. Proposals packets were distributed. Teacher language was focus. Some of these are mirrored in para contract but not all. Would need to adjust when time comes.

Article IV – Dues deductions

Some language no longer seems relevant.

Change from 10 to 20 – current language is not how it is currently done.

Uniform assessment – not sure how it's implemented or how it's currently being used.

Pat stated to Sarah that she should know. MEA submits a list every year. It's our TIGER. It's one paycheck equal to MEA dues. It's a voluntary contribution.

Rebecca replied that the term 'uniform assessment' did not ring a bell.

Pat stated that she has an Attorney General letter saying you can deduct it.

Rebecca stated that there is some language. We can discuss.

Pat stated that she is not willing to strike this language.

Sarah said that management was not understanding what it is for, did not know why to keep it or not.

Notification of assignment – MOU. We looked and agreed in MOU 2 weeks before last calendar work day.

HQ teachers – Withdrawn in May 2017. No longer relevant at this point. Not a requirement under law anymore.

Re-nominated teachers – again this is a MOU. Terms to be adjusted in contract. Instead of June 1 date.

Section 26 – cleanup of language, not any changes really. Reference to '91-'92 school year.

Bruce stated that just so you know there are many contracts that allow this language to remain in order to remember when these things took effect. Sometimes you leave language in for historical purposes, to know what the genesis of something like this was. Sometimes it's not in anyone's benefit to remove.

Sarah said that we have more than a 20 year timeframe.

Bruce stated that if you take it out you don't know it was 20 years.

Sarah stated that if it's in the contract it's not a problem.

Guidance counselors – add language to guidance counselor piece because it was not there.

Paid and military leaves – No change

Section 2-Sick Leave Statement-talks about 2011. JDE does not do this. Strike old language. New system – take a stab at how this potentially will be received for folks as it has been desired.

Bruce stated that this is more than an accumulation issue. The current contract language includes time and date for pay rate. It's tied to terminal pay. If it does not follow that process we would have to discuss. We would not ever want to put in the name 'PeopleSoft' because that could be gone next year.

Sarah – change MTI to MTC in contract language. Change PATS to TALEO.

This packet of proposed language was what we had as a first blush at providing tweaks that needed to be changed. This next packet of proposed language probably needs further discussion. These pieces are not as easily reviewed. So, but we're clearly aware that the changes in the next packet would need some discussion. Understand that not for decision making. Just for discussion. All of these were pieces mentioned last week.

Rebecca – changing who on leave of absence (LOA) would be eligible for coverage on insurance. LOA for other than medical purposes would not be eligible to continue on district's health insurance. It would cover

those on sick or on FMLA but not for other reasons. Payroll will not be responsible for managing premium. Would be handled by benefits. Adds language about when benefits would cease if premium payment not received. Sometimes people have coverage. Teachers seek healthcare, incur costs, the health insurance fund absorbs costs. This allows the district to recoup costs of services incurred. Allows for anyone who leaves insurance would be COBRA eligible.

Bruce stated that he understands the proposal.

Rebecca moved onto Compensation and Health Insurance. We don't have a cafeteria plan. Struck 1<sup>st</sup> line. Struck specific exams and test. Calls for HIC to issue RFPs. RFPs will be issued by procurement office instead. Add wellness program contribution and proceed language.

Section 5 – plan design. Language changing date. The language talks about language for 14-15 school year. It's unnecessary language.

2. Terminally ill employees – agree that they should be eligible for 12 months. Don't feel that extending that to family member is in best interest of district.

3. Full year coverage – specific on who qualifies on district's plan. Add language that those who have paid full year and are reappointed would be eligible to continue; however, teachers who terminate will have insurance cut off at end of month of termination.

4. New teacher coverage – clarify that purchase of insurance prior to start date would have to pay full premium including board share.

Life insurance – change language from annual earnings. Strike out 2 and 3 paragraph language because it is outdated and specific to period. Language is spelled out in 1<sup>st</sup> paragraph.

Payroll errors – added language to correction period – will not go beyond school year. District incurs expense to do so. Administrative nightmare for us.

Sick leave bank – past practice only replenishing at first of new contract year. This year and in years past have run into situations where district has been at risk because the bank has gone below 25%. We need to stick with that. Will notify members a month before falls below. Not just at first of year.

Sarah – appendix A. Degree level. In statute specifically speaks to degree supplements. Passed out statute.

Right now we have 4 salary schedules: bachelor, masters, specialists, and doctorate. Not set up in the format of a supplement as required by 1012.22. We have taken a look at that because of how others are using that and before and ran statistics. Have information to share.

Rebecca stated that Jacob looked at differential between degrees. Looked at what supplement would be.

Bruce asked if this language is intended to apply to both salary schedules.

Rebecca stated that anyone new has to be on performance.

Bruce said I understand that, but it says instructional personnel.

Sarah stated that we can discuss what that means.

Bruce stated that you have stricken important language of what makes it applicable. You didn't include any dates.

Sarah said we can certainly put in dates. It is negotiable if it is applicable to everyone.

Bruce asked, is it the district's intent to change it for everyone?

Sarah said no. I have to go back. Law prior to 1012 that required all degrees to be used as supplements not embedded in salary schedule. It was brought to my attention prior to in the mid 2009 – 2010 process. Right now looking at 1012.22. We currently have 4 different salary schedules. We wanted to have discussion about that.

Bruce said ok.

Sarah stated that's quite a bit to digest. We wanted to break it into pieces.

Bruce asked are any salary numbers changed?

Rebecca said no – it is the current base.

Jacob stated that it only changes by \$1.

Sarah said that concludes our exchanging of contract info we have to share with you today.

Bruce distributed MEA proposal to district – salary and compensation.

Bruce stated his concern that management's proposals are titled tentative agreement (TA). Some people might construe this is a TA even without agreement. Bruce stated that he thought it's presumptuous to bring proposals titled "TA."

Sarah stated that it is not our intent that it said anything. Intend to be done in pieces.

Bruce stated that these documents from management are proposals. Nowhere does it say it is a proposal by district. People could think it's MEA's proposal or a TA. How will we know how it's construed?

Sarah asked, what would you like us to do?

Bruce asked Sarah to change all documents to indicate that it is a district proposal.

Sarah said ok, we can do that.

Bruce stated that we provided a proposal for both teachers and paras. 5 levels for teachers calculated based on data we received as best we can. Performance – 1011 individuals. This number was calculated on 867. 144 on 1<sup>st</sup> level. We would appreciate the district providing who's eligible and who's not. How many would be eligible for movement in each step in each salary schedule that exists. Could use that to get a ball park figure. Didn't differentiate based on evaluation. Don't have that info. The state has their own pay plan. We believe

that's compensation and applicable to language about differentiation as well. Grandfathered (GF) 5 levels using entire list of 1798 provided to us on schedule. Some may be on leave and would not be at that amount but used that number to get \$2.7M. MEA included longevity. We have language on that as well. Chosen to use 73 individuals based on who was paid last year. Figured it would be about the same for this year. Paras – know they missed several movements. Need to catch up from previous years of not being moved through schedule of at least 4 steps. At least 67 individuals would not be moving because new employees would not be eligible. Those at top would get 5% increase over current salary.

Rebecca said we can take it back and discuss and see where we land on that.

Bruce distributed longevity language. Part of article XII – added new language on longevity. 1<sup>st</sup> paragraph clarifies time as an active duty status employee. Only time that they are active duty would count. Longevity uses active duty status of any duty time plus leave time and workman's compensation (WC). Would not include unpaid leave.

Eligibility – years 16 and 25. \$2100 and \$3600, respectively, consistent with last year. Applies to FRS. In addition to advancements or other adjustments like COLA on salary schedule. This would be an additional supplement not part of any change in levels. Negotiable. Individuals continue to receive supplement as long as they are employed.

Sarah said thank you. Will take back as well.

Bruce requested evaluation information according to schedule so he would know how many are in each level received. Has not been distributed yet?

Sarah said that no. That information hasn't been distributed yet.

Bruce said that he requested information on individuals that would not be eligible for movement because of their hire date. Nothing further for today.

Sarah stated that we have many things to digest and go through. Look at next meeting and another date out.  
Wednesday, September 13<sup>th</sup> at 4:30.  
September 25<sup>th</sup> at 4:30.

Sarah stated that in reference to management's handouts: Management will work to make it more of a proposal and not a tentative agreement.

Meeting adjourned at 6:45 p.m.