

MEA Bargaining 2017-2018
Session #4

Wednesday, September 27, 2017

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

Meeting began at 4:56 p.m.

An agenda produced by management was distributed.

Each team's minutes of the 8/30/17 meeting were distributed.

Ron asked if there was anything to add to agenda. Ron said Deputy Superintendent Cyndi Saunders said she would call Pat about the Educational Emergency Schools MOU.

Ron said we needed to look at full days for bargaining. He thought we were getting close with the payday proposal. Sarah had proposed language that she distributed for teachers and paras.

Sarah said that there was a typo on the teacher payday proposal. New language is in blue. 25th of June should be stricken.

Ron asked if there were any questions. Bruce said we're clear; we don't agree. Pay discrepancies are still an issue. There are ever-present discrepancies in payroll, so it's difficult to buy into management's notion. MEA has an alternative for discussion. Bruce distributed paras' employee payday language. MEA's proposal does not buy into management's last weekday language. MEA's proposal would allow individuals to address pay discrepancies on a workday rather than a non-work day. #2 and #3 follow pattern of management's proposal. Not sure why management wants to delete #4 unless there is some other way of making the option known other than by telling you which option you are selecting. #2 gives option but nothing talks about how the option is known. MEA believes it's important to maintain some portion of #4. Known in spring for following year. MEA is also concerned about the 1st paycheck. Why is management concerned about stating 8/25 will be 1st pay? Why leave it open ended? Not a lot of relevance for 10th day of work but trying to figure out what the objection is to 8/25 since it's the regular cycle. Last payment in regular cycle would be 8/10 unless an individual chose to receive lump sum in June.

Ron asked if #1 is that meant to be workday or weekday?

Bruce said workday. He stated that he was not sure 11/1/18 is enough time to figure out how discrepancies will be handed.

Ron said the paycheck would be on last weekday, not workday.

Bruce stated that MEA proposed workday because not sure when electronic version would be available.

Rebecca discussed how to handle discrepancies. She stated that the ERP would be so very different than how payroll is handled now. With the ERP in place the payroll department should not be touching anyone's pay. Unlike today where payroll keys pay and payroll department can make adjustments in system. PeopleSoft has security that prevents payroll from making adjustments. All employees will record time in system in one manner or another. There will be no manual intervention anymore. No exception sheets. There should be few incidents or reasons why payroll would have to adjust pay. Even non-contracted hourly or hourly pay will be recorded at point where individual works. Payroll department does that now. That's where errors happen. All manual processes will be eliminated. In PeopleSoft in order to adjust pay the payroll department has to get authority from someone upstream. Payroll will not have the security clearance. Payroll personnel will not have that ability any longer. Someone upstream will have to fix the issue. She stated that management is still in the configuration phase. It is difficult today to say we will do it this way because we don't know what it will look like. She stated that we are committing to work with you to figure out what that will look like, the way the system will look. Management can't define what the process will look like at this time. Most of what is done manually will be automated. Once a person is in the system their pay will not be adjusted unless there is a personnel action. Anything causing a recalculation the system will do that, not a person. For example, pay adjustment mid-year, if someone gets their masters or doctorate – someone manually does that calculation now. With the ERP HR will record the degree, and the system will apply to payroll. The system will adjust. We are keeping our fingers crossed that the system will do that for us. We won't need someone with a calculator or spreadsheet to do that.

Ron asked if MEA had payday language for teachers.

Bruce replied yes but it's contained in a packet and we want to keep it together.

Ron said that there is some stuff beyond management's control. He said that the Board supports this - we can't break system and recreate it again. We can't spend money to do that. Ron will take back to Ciber people. MEA's #1 - don't know if Ciber can do because the day is floating. It has to be structured in the system. Will let you know next week. After that, it looks like we can't make progress on this. Don't want to go to impasse. No matter what the financial agreement we have we can't pay people. Ron stated that he thought we were close. Will take back and make a decision. We can't hold the whole system up any longer. We need green light to go on this.

Bruce distributed teacher proposals and suggested looking at teacher payday language first.

Article XII Section 6, Subdivision 6 - Teacher payday

Bruce said the language isn't any different than paras but paras have summer school payment. "Employees will" should be stricken. Bruce stated that for teachers MEA has the same questions, same format as the paras. Ron replied ok will pass along to Ciber and give answer next time.

Bruce stated that MEA's package is in the order of the contract articles. Primarily these are counterproposals.

Article IV Section 5 – Request for Dues Deduction

Bruce stated that MEA recognized concern of not needing a list of names. This is unnecessary language. MEA understands management wants notice to go to HR instead of somewhere else. Correct?

Rebecca said yes.

Bruce stated that 20 equal pay is per current practice.

Section 6 - Need uniform assessment.

Sarah stated she was not aware of what it was.

Bruce stated that it has to be done separately. MEA doesn't see a need for the last line, and language is changed to June instead of July.

Article V, Section 8 – Notification of Reassignment

Bruce stated that 2 weeks before is consistent with what management proposed in previous agreement.

Section 16 – Procedures for teachers not re-nominated

Bruce said that MEA had questions about terminology. Not re-nominated and non-reappointed are terms used in statutes and laws. MEA left the language the way it was.

Section 31 – Contract for Guidance Counselors

MEA language is written as the way it was done in the past teacher salary schedule and supplement. The intent is to pay supplements for degrees as it is done now.

Article IX, Section 2 – Sick Leave statement

MEA added language about the self-service portal to ensure employees would have access. MEA believes the second paragraph is significant in people knowing what transpires in reference to terminal pay. Employees need to know on an annual basis how it's connected to pay earned, all has to be maintained over the career of an individual to figure out what terminal pay is. It's a significant instrument. MEA hopes the system can do that. The contract language has been there since 2011, but it has not happened. It has been an issue that has not been acted upon but MEA still sees the significance as it relates to terminal pay.

Article X, Section 2 – Insurance coverage

Bruce stated that management's proposal separated 1st from 2nd part of leaves. MEA proposes not to separate. Insurance is a significant benefit. Language was switched from payroll to benefits office as management proposed. MEA recognizes language regarding accountability for not making payments. COBRA instituted. What happens upon return? Not reported for individuals to not take leave under 2nd part.

Article XII, Section 2 – Differential pay salary schedule

Bruce stated that it makes sense for language to follow that. 2nd sentence added. Supplements have been eliminated and some are not being paid like media specialists' supplements. MEA is looking for a way to approach the issue. MEA understands the concern for whether something still exists. The numbers may be different by work location or supplements. Supplements are there for a reason. MEA has not heard why some have been eliminated. If eliminated for budgetary reason that is why they were eliminated; it's not that work is not being done. MEA has an idea of doing a study later to look at supplements. There may be new ones needed. Maybe some are not needed any longer. May need to adjust up or down. This language does not do this; it just says if there are supplements they need to be paid.

Article XII, Section 3 – Commitment of the parties

Bruce stated that voluntary benefits are offered to employees and are significant. There should be expectation to work through the health insurance committee (HIC) and through negotiations to make benefit changes. Likewise with HIC language doesn't need to reflect specific items; general terms are OK. MEA is not interested in carving out responsibilities from HIC. All aspects have impact on premium and plan and success of the plan. MEA doesn't see them as separable. MEA understands that a request for proposals (RFP) may be handled by whatever district department; that changes from time to time. HIC should have a role as to who provides services.

Article XII, Section 5 – Plan design

MEA modified the year. MEA hopes that there are not a lot of changes; not sure where we are. Deleted additional contributions that occurred in 14-15 and box around agreements for 15-16.

Item 2 – Terminally Ill Employees

Bruce said that he is struggling with management's rationale for removing benefit for someone who works for you who has a terminally ill family member. The employee is going to need to provide additional contact with person who is terminally ill. MEA hopes that the district will consider that to be an important benefit for employees.

Item 3 – Full year coverage

Bruce stated that when benefits cease is a significant issue. In the area of education an individual may find out that they are not employed at end of year, they did what they were supposed to do, and know that they will not find a job until August. They will not be employees and will not have continuing coverage although they paid for it. Individuals expect to get benefits that go along, otherwise they will lose continuing of benefits. Individuals would have to buy stopgap measures to get benefits in the midst of finding other job.

Item 4 – New Teacher Coverage

MEA recognizes individuals would need to submit board contribution as well. MEA understands that was practice. If it makes sense to make it clear we are in agreement.

Section 6, Subdivision 5 - Term life insurance policy

Language proposed to annual salary including degree supplement for this benefit. Eliminated 2 paragraphs as they are no longer needed. That was implementation language.

Section 6, Subdivision 7 – Payroll errors.

Bruce stated that management's proposal was to limit to that year. If a payroll error is discovered at the end of the year it makes it hard to repay if found in April and have to pay back in May or June.

Article XVI, Section 3 – Replenish contribution

MEA provided a counterproposal by adding a sentence at the end. MEA doesn't want to restrict someone by taking the day too quickly. Past practice was to have a conversation. Replenishing the bank can be done at the beginning of year rather than at end. MEA thinks it's a good conversation to have. MEA is responsible for administering the bank. This language holds the district harmless and makes a lot of sense to us.

Sarah asked if MEA had issues with change language from MTI to MTC.

Bruce replied that MEA had no issues. In addition, as long as not using language like “TALEO” and using general term we’re fine.

Ron asked about MEA’s proposal regarding supplements. Is that something MEA wants to address this fiscal year?

Bruce said he thinks it fits in duration language. It makes sense to modify the committee language that is currently there to create a committee to bring back to negotiations. As soon as possible would be better than waiting another year.

Ron said that if the proposal were for this year it would impact salary.

Bruce said that it would not impact this year unless we make some agreement.

Ron stated that management has a counterproposal for salary.

Rebecca distributed management’s proposal. She stated that she talked with board and listened to their concerns and priorities. Management is proposing 3 levels for all teachers rated effective (E) regardless of schedule and 4 levels for teachers rated highly effective (HE) regardless of schedule. Rebecca stated that the longevity proposal is consistent with the year prior. \$900 for 16 or \$1200 for 25 +. New teacher incentive for anyone who began on 1/10/2017 – \$600 one time supplement for this year only. Benefit premium holiday savings for any MEA and other staff who participate in district’s FL blue only. New ERP can’t collect in advance more than 1 payment. Management currently collects 2 payments in advance. Management collects on Dec. 10th and 25th - that covers January. The new ERP system can’t take 2 premiums in advance. By granting premium holiday in December we would collect premium in month receive people receive the benefit. Average savings for MEA would be \$241 in premium that would not be paying in month of December. That is the basic teacher package.

For paraprofessionals management is proposing 4% across board. \$177 average saving for paras who are on the FL Blue health insurance plan.

Bruce asked does ‘across the board’ mean no movement for paras?

Rebecca said yes. 4% would be applied at each level.

Bruce asked if management would explain \$900 and \$1200 longevity. Where did that come from?

Rebecca stated that excluding 16-17 year in the past longevity was baked into schedule. First year on performance pay granted \$2100 or \$3600 granted through step movement. Not in addition to step because can’t grant additional step; have to give supplements. Tenured teachers on the grandfathered schedule would want to receive 4 levels for being HE. 4 levels is \$1200 additional supplement and you get to \$2100 or \$3600 in the longevity years.

Bruce asked ‘was premium holiday discussed in HIC?’

Rebecca replied, no it was not discussed in HIC.

Bruce stated that management is not making a good case for this new ERP system. Every time we come there is something we can't do. Why is the program so appealing if it can't do what it needs to do? System would not be able to pay in advance? Bruce stated that he was baffled by why system can't pay premium.

Rebecca stated that PeopleSoft is one of the largest systems used around world. Management is not going to break the system. This district may be the only people doing that. Rebecca stated that she did not know if it's customized. Management is not customizing the system. PeopleSoft is designed around best business practices for private and public entities.

Bruce replied that it is not on school system schedule.

Rebecca asked Bruce what his argument would be against paying premium in month receiving the benefit.

Bruce stated that if you want to change the cycle of payment that's fine to discuss in HIC so HIC can understand how it affects the overall plan and how it will work. Now, if management doesn't get money in time you're going to want to change benefits whether by changing the benefit year or change in another way or somewhere else.

Rebecca stated that Bruce is being presumptuous; management is not making any changes.

Bruce replied, not yet but management proposed other ways to take benefits away from employees. Management wants to say it's going to be good for you on one hand but you're taking benefits away on the other.

Ron asked, what are we taking away?

Bruce replied terminal illness from taking leave, benefits for individual taking leave. Management is already taking away benefits.

Rebecca stated that in the instance of discontinuing benefits in the month management terminates an employee - that is not taking away a benefit. That person is no longer an employee and no longer a part of your bargaining unit. If they paid their premium we would refund them. They are eligible for unemployment or COBRA like any other employee.

Bruce stated that employees have an expectation that they are paying for a full year of insurance coverage.

Ron stated that we have your counter.

Bruce asked where did you get your numbers for evaluation? He stated that he has asked for that information twice already. Management has numbers MEA doesn't have.

Rebecca stated that management used MEA's numbers. These were last year's results. Management does not have scores for this year.

Jacob stated that they are last year's percentage of E & HE transferred to this year. It is an approximation.

Bruce asked were the number of individuals not eligible included?

Rebecca replied that yes, they were carved out.

Bruce asked when we can expect current information.

Ron stated that he will check with Cyndi.

Bruce said that October 1 deadline approaching for Best & Brightest for individuals to apply for November 1st. For new teacher incentive – 339 estimated.

Bruce asked if there was anything further.

Ron asked, anybody have anything else?

Sarah replied nope.

Ron stated that the next session will be all day on 10/6/17. See how that goes. Hopefully sees some movement. Board voted to go for special election in March for additional mil. Ron stated that it is really to all our advantage to get contract ratified and passed as soon as possible. He stated teachers will reap the largest benefits of the mil. Ron said to Pat that Superintendent Greene will call her. The district is meeting with a consultant. We're going out on a speaking tour. Ron said the he couldn't emphasize enough that the mil would infuse a large sum of money into the salary schedule.

Bruce said that he didn't see any of that in the board material. What he saw was additional student hours. Didn't see anything about salaries.

Ron said that we will discuss that. It's an integral part. Want to have competitive salaries with Pinellas and Sarasota. We can discuss offline. Anything else? No, ok. Thank you.

Meeting adjourned at 6:02 p.m.