

MEA Bargaining 2017-2018
Session #7

Wednesday, November 15, 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, Tammy Taylor and Dawn Walker.

Caucus began at 4:30 p.m. Meeting began at 4:46 p.m.

Management distributed an agenda and sign-in sheet. Each team's minutes of the 10/19/17 meeting were distributed.

Ron asked about MEA's response to issue of offering 20 pays and 24 pays. Currently district also has a 24 pay and lump sum option.

Bruce replied that more people have 24 pays with lump sum, so drop 20 pay idea and go with 24.

Ron asked, you want to have 24 and then lump sum?

Bruce replied, yes.

Management proposals for teachers and employee payday language were distributed.

Sarah stated that MEA provided feedback on ones MEA had done, management tried to use MEA's language at top. Changes – to be consistent with contracts that the employee payday (highlighted) is numbered 1,2,3, 4 and in teacher it's listed as a, b, c, d. For this year, next year and following – all school days would end in May not June but should the school year end June 2 or 3 it could change when contract year could be completed. That is for that language. That is the lump sum. 4 paychecks on June 25th. Will have had June 10th as regular pay. So it would not be true for 3 years but did not want to be remiss if that happens. That is the only change that was on the language other than the language MEA included. Management proposed moving the date from November to January. In the midst of doing testing now so we may know more about the system.

Bruce replied that we will look and compare.

Ron moved on to salary and stated at the last meeting we pretty much came to a standstill. Any reconsideration?

Bruce stated that we would like to talk about paras first. Struggling with options. Really see that 3 levels, steps is an important factor for paras. Doesn't appear that the financial differences are that great. \$130,000 difference without any additional supplements. Eliminate 1st step. So we would like to have a conversation about where we are with paras.

Ron said that according to the district's calculations the difference in costs is \$200,000.

Rebecca stated that we met with the school board. We're not given much flexibility in dealing with paras. Can offer \$100 bonus (at a cost of \$60,000). Could use part of that to increase the percentage increase at the top of the scale.

Ron said that both sides agreed to remove step 00. \$60,800 is budgeted in there. Rebecca was transparent. That's how we thought we could divvy. Unless you have some other use for that money. Extremely attractive for those at the top. We did have exec session. Could not get to 3 steps.

Bruce asked, is that the only way you would see that working or do you see using \$60,000 in some other way, like some cents per hour on the schedule?

Rebecca replied, we could look at that.

Ron added, I'm not married to that, just thought that would be intriguing to membership.

Rebecca continued on by stating that she could ensure that \$100 bonus is received prior to winter break, so people see it in their paychecks.

Bruce said we will have a conversation about that. Before we leave paras, your calculations and mine are different. Why I think we're closer about what it costs per step and top there is a difference. Trying to think how that could be. Did you use the same data we used?

Rebecca replied, when we caucus we can verify the numbers.

Sarah said that she was looking at 10/19/17 numbers from the afternoon proposal you gave to us.

Bruce said, clearly there is a difference at 2 steps from your proposal to what 2 steps that I calculated. About \$40,000, so there is a difference there. That is where we are. If you could verify that would help.

Sarah said, FTE of 551 that you noted, as well?

Bruce replied, yes. Even went back to verify.

Sarah said that we're showing 586.

Bruce said that your doc said 542.

Ron said we'll see if we can run some other numbers in caucus. Ok, teachers?

Bruce said, I know you had conversations about 3 and 4, and state law with best and brightest 5 and 4 still fits in total over year because of Best and Brightest (B&B) would still be 74% difference. Don't know we're out of compliance with proposal. Since B&B exists it should be counted as meeting law. If you have something that says it doesn't I will entertain that. Don't think we will be out of compliance because of B&B. 74% at 5 and 4. Can we take a brief caucus?

Caucus at 5:08 p.m. Reconvened at 6:03 p.m.

Bruce distributed MEA's paraprofessional salary proposal dated 11/15/17. Counterproposal that shows movement of step 00 to step 1. 2 steps. 4% at top and 15 cents per hour on schedule. The bottom chart is what I have from your last proposal. I can see we're not all that far apart. What this does is actually put money on schedule, enhances at place where you need enhancement at bottom but applies to everyone including top. Not quite equal to 1/2 step.

Ron replied, will look at that when we caucus.

Bruce said it showed the difference between my calculation and your calculation. Not sure how that occurred.

Rebecca replied that Jacob is still punching numbers.

Bruce said that there is considerable concern on the MEA team changing from 3 to 2 steps, particularly for those who work with paras every day and know the value of their work. Still trying to make up where they were several years ago. Team hears the concerns on a daily basis. Especially those who took health insurance hit last year. This will not get them back to where they were. Concern about continuing to have this conversation in the future. How will they move along the salary schedule? We have a ton of people at the bottom because

people leave.

Ron replied, that's why there is a discrepancy. Depends on when we gave you those numbers.

Bruce provided a MEA counterproposal on teacher salary. This is a 4/3 model. All Grandfathered (GF) getting 4 levels. On the Performance Pay (PP) schedule Highly Effective (HE) would get 4 levels, 3 levels for Effective (E). 1 would move to 2A. Adds \$2 at each place on PP level. Schedule adjustment of \$200 to be placed throughout schedule. Longevity remains as it was previously.

Ron asked, instead of \$600 bonus for new teachers you want to remove bottom 2 levels?

Bruce said, everyone would move including those at bottom of schedule.

Ron asked, does this include those rated Needing Improvement (NI)?

Bruce replied, yes, those 19.

Ron asked, stays same as what we are already talking about?

Bruce replied, yes.

Rebecca asked, would schedule adjustment apply to even those that are brand new?

Bruce said yes, that's all employees. Think I added them up that way. That was the intent. Basically changing numbers to begin schedule with 1C and it is \$200 more.

Rebecca said, we have to have Jacob look at it. Would you add the \$200 first then move people or move people then add the \$200?

Bruce replied that it doesn't matter because schedule adjustment of \$200. Differential is still the same. Either way you do it, it should be the same level movement amount \$909, 911 and 1209.

Caucus at 6:13 p.m. Reconvened at 7:12 p.m.

Ron said, paras – we're ok with. I need one small concession on teachers. Then we would have a deal. The 19 needing improvement would just get \$200.

Bruce asked, which 19?

Ron said, and 22 on the grandfathered schedule.

Ron said that NI on PP are not eligible.

Bruce said that's by state law. You want 19 grievances? That's what you'll get.

Sarah said that we're asking for concession because others on PP don't receive it.

Bruce said that would be a deal breaker. No one on GF schedule is going to buy it. That's more than 1/2 the bargaining unit. Brings up the issue of evaluation system. Ratification is unlikely. Yours evaluation system has to be one of the worst I've seen in being able to differentiate. I don't see us giving in to that.

Ron asked, wanna caucus?

Bruce replied, we've talked about this before. Don't think things have changed. It's a statewide issue.

Ron said, I'm just giving you my own marching orders as well. We will have a deal if we can agree to that, and we can sign off tonight.

Bruce responded, I don't think I can get it ratified.

Ron asked, for 19 and 20 positions?

Bruce said it's everyone in the bargaining unit that can end up with that scrutiny because of students in class or opinion of evaluation. You can't tell us how it works. People ask for info and you can't provide it. They haven't gotten it. Is this coming from the board?

Ron replied, it's my directive.

Bruce said, based on what? Have they had an understanding of the evaluation system?

Ron said, we went into executive session and got marching orders and trying to close deal as best I can.

Bruce said, I am too. That's a pretty big deal breaker. This hasn't been in proposal for last 2 proposals. Pretty regressive.

Ron said management's last proposal was 5,4,3. Thought we were talking about it before.

Bruce said this is the second time you have done regressive bargaining in these negotiations. You're bordering on not bargaining in good faith.

Ron said, we've been open and honest.

Bruce said, sometimes open is not sufficient.

Ron said we're willing to accept anything except that piece.

Bruce said, we will have that conversation again.

Caucus at 7:19 p.m. Reconvened at 7:31 p.m.

Bruce began - the answer is no. We have no interest in differentiating on the GF anymore. Based on evaluation system, training, the evaluation is flawed and will not be ratified.

Ron said isn't it true that even if you get a NI on VAM you can still be effective?

Bruce replied, no, not necessarily. It's 33%. If you have a low effective score you can be rated needs improvement or unsatisfactory.

Ron said I don't think we have anybody like that. Where is the incentive for those who need improvement?

Bruce said they have to be employed. Have to have successful evaluation or be subject to termination. Not sure they need the motivation. That is their desire – to be effective. Their desire is to be employed.

Ron asked, can you go 3 levels?

Bruce asked, for what?

Ron replied, 3 for NI.

Bruce again replied, we're not interested in using performance on GF schedule. When your system works we can talk about it.

Ron began gathering his things.

Bruce asked, are we finished?

Ron replied, no, give me 10 minutes.

Caucus at 7:34 p.m. Reconvened at 7:57 p.m.

Ron asked, did you have time to look over the MOU for payroll? Are you OK with that? Ready to sign off?

Bruce replied, yes. Think so.

Ron asked about the terminal pay calculation. Counterproposal? We haven't been implementing the contract.

Bruce asked for clarification, you mean the report?

Sarah said, yes. You gave us a proposal. We gave a counter. I think we were all in agreement that old language, that making step back would be beneficial to all of us. We didn't have anything back.

Bruce said we had conversations about it. Particularly about final 5 years which may or may not be best 5 years but we're willing to move forward with your counterproposal. And if we have that we would not need the report.

Rebecca asked, do we have clean copy?

Ron said that regarding NI we will accept your proposal. Will move forward to terminate those.

Bruce replied that they still have to have due process and are entitled to a hearing. Is the district prepared to present the facts in a hearing?

Ron said, we will take both proposals for teachers and paras. Sign off on MOU for payroll and tentative agreements (TAs) that we did not sign. And if you can get that terminal pay we can sign off on that this evening. Any other low hanging fruit?

Bruce said, I don't know how low hanging it is but there is something still out there.

Bruce distributed Article XVII duration and ratification language. Includes term of contract – 3 years. Typical reopens. Eliminates previous study but adds review of differential pay positions by committee which is still a piece of information we requested and haven't received. Have not received data regarding athletic supplements at all.

Ron asked, there is no money tied up, just looking at things for the future?

Bruce replied, correct.

Ron said, we're all fine with that. Anything else?

Bruce said there was some conversation around record day. You had a proposal and we countered with some language and dates. Had not heard back.

Ron said I think James made a recommendation but we never put something in writing. I don't have my notes. James said, it is unnecessary because we can work collaboratively at the site to make some decision so that can already be done.

Ron asked, you just want to keep current language, correct?

Bruce replied, yes.

Sarah said, we can bring back record day and terminal pay language.

Bruce stated, and you had a proposal on Appendix A language.

Sarah replied, yes. Appendix A was regarding the salary.

Bruce said we haven't signed off on health insurance premium holiday. We gave proposal to add language to Section 5 of Article XII. You had a payroll errors one. That is one of the ones that we didn't sign off on.

Sarah said, Bruce, tell me again what you said about Appendix A.

Bruce said we have not had the conversation. Don't know that you gave rationale for removing 1st paragraph. The rest was fine. Don't know if we have to write language for implementing the salary schedule or any language we implement.

Sarah said, to be honest I think it was more about cleaning up language that may not be relevant at this time.

Bruce said, it was an agreement that should the law be repealed we would revert back to the old salary schedule.

Sarah said, we will entertain but don't see anything . . .

Bruce said, I see no need to say no teacher will be eligible for PP in 14-15. It's no longer relevant. That's all I have.

Ron said Article V, working conditions for guidance counselors and Article XII, Section 6, Subdivision 5.

Bruce said, Article V, Section 31 your proposal regarding hourly rates. You raised concern about what is basic teacher salary. Does it include supplements or any other pay?

Ron said, look back on Article XII compensation. Instead of 'annual earnings' language was 'contract based

salary.' It was stricken and then added annual salary to make consistent with contract.

Sarah said, we're moving off of having masters, specialist, and doctorate schedules. That is the concern.

Ron said it has to deal with new system, with PeopleSoft.

Sarah said it's part of 1012. Compliance pieces.

Bruce said, so your proposal is to separate supplements from the schedule? And use without supplement?

Ron said, to define base pay and make that separate. Correct.

Bruce said, so some counselors will take a reduction in pay for their time.

Sarah said 45 hours would be calculated on a base salary, not on a supplement. Correct.

Bruce said, for those on performance schedule?

Sarah said, not sure. Yes, you are correct. We are looking to make it consistent across. To make it all in one inclusive place that they would be on the base salary schedule, not on the supplements.

Bruce said that's why we proposed to change language that includes the supplements since they are required to have a degree to get the position.

Caucus at 8:22 p.m. Reconvened at 9:37 p.m.

Ron asked, where do you want to begin? Management passed language to Bruce.

Sarah said Appendix A, terminal pay and the payroll error piece. Put back in language in paragraph 1.

Bruce said that on Payroll errors – it's not the same as our proposal.

Sarah asked, when was the date?

Bruce replied, October 19th.

Bruce said that the terminal pay language is good. Reading Appendix A, I made some modifications.

Bruce passed MEA proposal/counterproposal 11/15/17 Appendix A, Instructional Salary Schedules.

Bruce stated I have no problem with adding the paragraph, I thought I left it in. (in compliance with FS1012).

Ron asked, you meant to put that in?

Bruce replied, yeah.

Sarah said, the longevity language for 2015-2016, I thought we took that out.

Bruce agreed. We did not discuss longevity pay. We are ok with your last proposal on the language surrounding longevity pay.

Ron asked, do you have a clean copy of that?

Bruce asked, of your proposal? Probably.

Sarah said she was not sure if we had Appendix A.

Bruce asked, so where are we with guidance counselors and term life insurance and the calculation?

Sarah said I will say what we're talking about with guidance counselors is that there had been discussion of migration of making sure everyone is placed on appropriate schedule (masters, specialist, doctorate) they will be set at level where held harmless. Right now all can matriculate onto base salary at same salary level.

Everyone held harmless. In 2014 when schedule was designed no one was in harm's way. They all fit into schedule. First at 3 levels.

Jacob said we're proposing GF and PP teachers currently on payroll who possess advanced degrees would advance the calculated supplement amount. 907, 3324 and 5743. And 6650 for 11 month schedule. That would be divided by 302 or 303. Kept whole on hourly rate perspective. No one on GF would not be at an hourly rate

that not currently making.

Bruce said on GF it's not their supplement, it's their schedule.

Sarah said they would be able to move everyone into base salary schedule so system would be able to have them where they belong. We're trying to eliminate having 4 salary schedules. Only want to have 10 month and 11 month for everybody.

Bruce said, not sure it matters in GF since that's what schedules are with their base rate with degree. Real question is PP and how calculated for hourly rate.

Ron said we're actually looking at 4 separate GF schedules. Trying to compress them into one schedule. Fits perfectly as to what degree value is by adding appropriate levels into it. Everyone kept whole. It's just how we load it into the system. It's baked into salary as one.

Bruce said I don't think we have ever seen it or had that conversation.

Sarah acknowledged we haven't had the conversation. Talked about it based on what we said that. Would only be for those hired after.

Bruce asked, why would that be the case?

Sarah said because it's baked into salary for GF. Not for PP.

Bruce said, but it has been a supplement for the past 3 years.

Sarah replied, this is the first year with PP. It wasn't 3 years. The year before it was baked into the schedule. When we moved over we baked into the system. Whatever level they needed to go to.

Bruce said, so explain what the impact is for anyone who is a GC or for term life.

Jacob said no impact.

Rebecca said that the current employee we would keep whole. Salary including supplement becomes base salary. Hourly rate calculated on a salary schedule. Understanding is that we did not want to impact current employees. Trying to come compliant with current legislation. Keep whole in calculations.

Bruce asked, and what happens for people in future?

Rebecca said that in the new year the hourly rate would be calculated on base salary.

Bruce said that the law doesn't say what you do with payment of individuals. Law does not say how you implement supplement.

Rebecca said that the law does not require that you give supplement.

Bruce said yes, it's negotiable.

Rebecca said yes, you are correct. We're coming to a compromise.

Bruce asked, why is it a problem?

Rebecca said we have to comply with the law.

Bruce said 2 specific sections of the collective bargaining agreement (CBA) and your proposal is to change lang. It has nothing to do with the law but what you desire to do.

Rebecca said it is not legal.

Bruce replied then give me legal opinion. Don't see that as being required of law at all. Not intention to get into other issues.

Rebecca said that the law requires base salary schedules and supplements paid as supplements. Supplements cannot be used to calculate without breaking the system.

Bruce replied that other places have implemented same system with none of these issues. This is the only place

I know that is doing this.

Rebecca said that you can use same system in multiple ways. Depends on how much customization you want. Board is not willing to customize to accommodate unique situations. We are not as a district going to do that.

Bruce said so what you're telling me is that you have done no customization at all.

Rebecca said, no. We're not saying that.

Ron said we implemented modules as is.

Bruce said even in places where the same system is used these issues have not come up. It's your direction by the board to reduce compensation?

Ron said they're getting same compensation for degree.

Bruce said they're not getting compensation for work that requires degrees. It reduces the base rate. Has not been applicable before. Calculation of salary gives less benefit. It will impact terminal pay as well. Not to mention that law did not change applicability for retirement purposes. It wasn't intention to take away retirement benefits.

Rebecca said supplements are included in retirement.

Bruce said, I know you are not changing that, so how is that intention of law to reduce other pay and benefits?

Rebecca interjected, where does the law say that I have to include supplements?

Bruce said the law requires us to implement degree supplements for the performance pay schedule.

Intent of law has nothing to do with how you calculate pay for GC extra day or hours.

Rebecca interjected, Bruce - I haven't not raised my voice at you. Would appreciate you not raising voice at me.

Bruce replied I raised my voice in passion. Was there anything else not left discussed? Clear as to where we are.

Sarah replied, on my list Appendix A, Payroll Errors, Terminal Pay which was changed and we talked about plan design for accepting MEA proposal on premium holiday.

Bruce asked and what about Article XVIII as to record day language?

James replied, current language is fine.

Ron added, yeah. We're not doing anything with that.

Bruce asked, did you write language for GC and term life insurance?

Sarah replied, no.

Rebecca added, we wanted to discuss it first.

Sarah said that may have to be more off-line to finish it out.

Bruce said we are going to need to take a caucus to discuss because we have not discussed it in any way like that at all.

Caucus at 10:12 p.m. Reconvened at 10:51 p.m.

Bruce began by saying based on previous discussion there are a number of other places we have concerns:

Summer school – Article V, Section 19

Additional duty hours, Section 21

Juvenile justice employees with extra days and hours, Section 30

Pay for other assignments, Section 35

MTI contracts, Section 23

Media specialists, Section 25

And Terminal pay. All have language related to how people will be paid. Is it the intention to pay new employees less for all duties and functions throughout the contract?

Ron replied, there has to be a common descriptive of what salary is. Salary or degree or salary combined without additional supplements.

Bruce said we have been trying to do that through these negotiations so I would agree.

Ron said that part I don't think going to resolve tonight. Have to talk to CIBER consultants about what we can and cannot do.

Bruce asked, so when would you be able to return?

Ron asked, what were you thinking?

Bruce said we were discussing Monday at 5 p.m.

Ron said OK and asked, do you want to sign off on any of those tonight? It's 11 p.m. We can wait.

Ron said Bruce, you keep the bundle.

Ron asked, so MEA wants to have degree supplement as base package for all?

Bruce said yes for all base pay.

Ron clarified, what about other supplements, athletics . . .

Bruce said no. The only other one is longevity that we have never discussed. Not discussing it now. Not adding it to the list.

Ron said thanks for spending the evening with us. See some of you tomorrow.

Meeting adjourned at 10:59 p.m. Next meeting Monday, November 20, 2017 at 5 p.m. in the SSC.