

Collective Bargaining

April 26, 2021

3:45 PM

Minutes – _DRAFT

1. **Call to Order** – _Jenny Rammell called meeting to order at 3:45 PM. In attendance: Board members Robert DoBell and Brian Rayburn, Union representatives Rachella Moresi, Wendy Wanner and Karen Gideon, BVEC Director Jenny Rammell, BVEC admin staff Chris Hughes and Jill Reynolds.

Time Constraints – _Rachella, 5:15 PM to pick up kids.

Minutes – _Jill Reynolds.

Minutes from prior meeting 4/14/21 were unanimously approved.

2. **Public Comments or Correspondence** – _NONE.

3. Negotiations a. **Management issues** – _Wages/Benefits discussion was tabled at the meeting 4/14/21 due to time limitations. Jenny asked if the Union had any questions or a counteroffer.

Karen spoke for Union representatives based on a meeting Karen, Rachella and Wendy had last week. Karen spoke to her history with bargaining, revolution of steps, 5-year bumps and longevity bonuses, intent to be competitive with other Districts that have their own Special Ed staff, and to retain employees since it is difficult to replace specialists (SLPs, OT, PTs, and School Psychologists). Karen said she took time to run numbers on the Licensed specialist schedule, with steps gradually increasing from 1.5 to 2.0 instead of to 2.4 and discovered that this would not result in an appropriate counter proposal, as the top salary at step 35 would be \$78,000 which is much less than the current step 35 salary. Also, a proposal of a straight percentage raise for all doesn't make sense on a step schedule. Staff would assume they get a step raise when they see a chart, but this would not be the case with a straight percentage. Karen stated that considering the complexities of figuring out an appropriate solution to the salary schedule, the union would be open to forming a committee to explore this further. If the bargaining team felt that it would be best to wait until next year to have a committee, then the union's counter proposal would be ~~guessed they would counteroffer with~~ 0% on base and the steps in our current bargaining agreement. Jenny replied by confirming that they were proposing a counteroffer of 0% on the base and the steps in our current bargaining agreement. Karen confirmed this and Jenny thanked Karen for the work done by her and the other reps and that she would like time to look at numbers again and come back with a reply at the next meeting.

Karen also stated that the Union agreed with the management proposal to identify a team to review salary schedules and determine changes if needed. The team would consist of members from BVEC administration, Union representation and employees. Chris asked to confirm if this would be done prior to bargaining or after. Mr. DoBell stated he would be willing to participate in the future. Mr. Rayburn stated this was going to take some long-term creativity, not enough time to do this and complete bargaining in the timeframe we would like, better to do this next

year. Jenny confirmed all were agreeing to convening a team in the fall of the 21-22 school year. Wendy agreed to the timing. There were no other comments.

b. **Union issues** - Jenny asked for the Union to follow up on their issues that had been presented at prior meetings where they were going to follow up to clarify the intent on some of them.

Jenny confirmed again that the Union counteroffer was 0% on the base with steps in the current bargaining agreement and asked if there were any objections or anything else to add. There were no additional comments.

Chris asked if we had also tabled the discussion on the management offer to limit benefits to \$800 per month per qualified employee. Jenny confirmed we had tabled that discussion and asked Karen if the Union had a counter – offer. Karen said the Union agreed with the concept and thought \$800 was generous as compared to other districts contribution and that they were likely to agree, but the Union looks at salary and benefits as one item and would like to wait until there is agreement on the salaries.

The next topic was related to the personal and sick leave language in the bargaining agreement and our policies. Jenny agreed we should have consistency.

On the last call there was a question as to the language in our bargaining agreement a_b_o_u_t_“o_p_t_i_n_g_o_u_t”_o_f_t_h_e_s_i_c_k_l_e_a_v_e_b_a_n_k_. Mr. R_a_y_b_u_r_n_s_a_i_d_y_o_u_must allow employees to opt in and that they were in fact changing their bargaining agreement from using the_l_a_n_g_u_a_g_e_“o_p_t_o_u_t”_t_o_“o_p_t_i_n”_r_e_g_a_r_d_i_n_g_t_h_e_i_r_s_i_c_k_l_e_a_v_e_b_a_n_k_. He is going to forward the language to Jenny.

Jenny asked if there was anything to add, Karen replied there was nothing at this time.

Jenny reviewed the Management proposal of changes to the retirement incentive and explained she had received multiple requests for retirement incentives in the last year t_h_a_t_w_e_r_e_b_e_y_o_n_d_w_h_a_t_s_h_e_w_o_u_l_d_c_o_n_s_i_d_e_r_a_“m_o_d_e_r_a_t_e”_i_n_c_e_n_t_i_v_e. Jenny also explained that by the time an employee had been employed 20 years they had already received \$5,000 in longevity bonuses. Jenny also stated that this would not preclude the Cooperative f_r_o_m_o_f_f_e_r_i_n_g_a_n_“e_a_r_l_y_r_e_t_i_r_e_m_e_n_t”_i_n_c_e_n_t_i_v_e_i_f_t_h_e_Cooperative and Board felt it would be financially viable.

Karen stated she appreciated the amounts in the proposal, but it would not be enough to entice an employee to retire early. It was clarified that this was not an early retirement incentive.

Karen stated that had been the original intent of the **current** retirement **incentive language**, but she agreed that wording in the bargaining agreement did not reflect this. Karen also stated she would like to see wording in the agreement about an early retirement incentive **and that dates for offering the incentive may have to be moved to earlier in the school year to allow time to find an appropriate candidate for hard-to-replace positions.** Jenny replied she would like to look at the wording in other Cooperative agreements versus just looking at district agreements as Cooperative funding was different from district funding.

Dues and Deductions – originally the Union had proposed adding more detail to this item in the agreement. The question was asked if the detail was needed. Karen stated she agreed we did not need all the detail originally proposed and we could do away with the proposed 2A, 2B and 2C. She thought we should keep 2D but move it to 1 and have a 1A and 1B so that employees understand there is a process to withdraw from the Union. Mr. DoBell asked what the MFPE dates were for window of withdrawal. Karen replied it was currently September 30th, but they were counseled not to include a specific date as that date could change. Mr. Rayburn stated he disagreed with the time limitations for withdrawal and that legally it had changed, and you could not impose a time frame, that employees could join and leave the Union at any time. Mr. DoBell agreed that was his understanding also. Karen stated that there was fine print on the document MFPE membership form the employees signed regarding the process for withdrawing and that having language in the CBA would make the withdrawal procedures more visible to employees. Mr. Rayburn stated again that he believes they can no longer do this, that it was now illegal. Mr. DoBell asked Karen to follow up on the legality to include a deadline for withdrawing from the Union.

Jenny stated she thought we could combine some of the wording as needed.

Karen asked who would be making the recommended changes that had been agreed to and Jenny replied she would work on this and provide a draft prior to the next meeting.

The next item of discussion was the wording the Union proposed regarding an appearance before the employer when it is regarding Discipline/Discharge.

Brian reiterated his statements from the initial meeting when this was proposed. He can not agree to any wording that requires him to provide prior written warning when he needs to meet with an employee. When an employee is at work the employer can ask for a meeting and employees know from the beginning of the year, they have the right to representation at any meetings.

Rachella asked if the proposed language could be changed to only the first sentence in the Union proposal and to strike the second sentence. Mr. Rayburn and Mr. DoBell agreed to this change.

Evaluation Tools and Process – it was agreed that this did not need to be included in the bargaining language. All attendees agreed it would be good to form a team of administration staff and employees to review the tools and process and this would be done next year. In addition, all policies and procedures will be reviewed for consistency in language around the evaluation tools and processes.

Rachella added a new topic to be considered regarding the \$500 penalty in our contracts for breaking a contract and the fact this was not in the bargaining agreement a_s

“l_i_q_u_i_d_a_t_e_d_d_a_m_a_g_e_s”_o_r_w_h_a_t_e_v_e_r_w_e_might want to call this. She sited something_r_e_f_e_r_r_i_n_g_t_o_t_h_e_“a_g_r_e_e_m_e_n_t_t_a_k_i_n_g_p_r_e_c_e_d_e_n_c_e”_t_h_e_r_e_f_o_r_e_t_h_e_\$500_p_e_n_a_l_t_y_m_i_g_h_t_n_o_t_be enforceable. Jenny agreed she will investigate this for the next meeting.

The next meeting date was set for Monday, May 10th at 3:45 PM.

4. Adjourn – meeting adjourned at 4:56 PM