

**BITTERROOT VALLEY EDUCATION COOPERATIVE**

**AND**

**THE COOPERATIVE EMPLOYEES' BARGAINING UNIT # 4403, MFPE, NEA, AFT, AFL-CIO**

Date: 5/10/2021

Attendance for Union: Rocky Moresi, Karen Gideon, Wendy Wanner

Attendance for Management: Jenny Rammell, Robert DoBell, Brian Rayburn, Jill Reynolds, Chris Hughes

Session Began at: 4:47

Time constraints today: End by 5:15

Minute taker: Wendy Wanner

Review/Approve last minutes: Union (Karen Gideon) proposed edits to previous minutes, dated 4/26/2021, to include comments which pertained more background information stated in the meeting.

Minutes with edits were approved.

**Employee Issues:**

1. Due's deduction
2. Representation

**Management Issues:**

1. Wages and Benefits
2. Retirement Incentive
3. Opt-in for sick bank
4. Liquid Damages

**Discussion topics and decisions:**

Wages and Benefits

- Agreement was reached, 0% on the base with the next step as laid out on the current matrix.
- Agreement was reached for benefits, \$800 toward insurance. Union stated they felt this was a fair offer compared to other districts and that wages will rise enough to help cover as well.

Retirement Incentive

- Jenny stated that she had researched what other cooperatives offer for retirement incentives (Missoula, Great Divide, etc.) and found that no other cooperatives in the area are able to offer one.

- Shawn at TRS advised against the term *early* and just say retirement incentive – based on years of service.
- Jenny also stated that having a direct process can alleviate pressure for the employee to request it, which can create tension and disrupt rapport. She also wanted to note the current wording does not preclude the administration making other offers based on the years financial status in addition to the retirement incentive.
- Brian noted that the wording should state “consecutive years,” not just 25 years, but consecutive years with the coop.
- Dobell stated he liked it as written.
- The union (Karen) stated they planned to counter but were not ready with the proposal yet. They do not like the \$3,000 for 30 years. Union asked to table to topic until next meeting or a later time and come back to it.

#### Opt-in Sick Bank

- Jenny presented language to make the sick bank an opt-in. If the bank has less than 200 days, staff that have signed to opt in would then contribute a day. They would have to agree to participate to apply to use the sick bank.
- Discussion around addition of where to add the opt-in form on employee documents and to ensure that all employees understand if they opt-out that they cannot apply to use the sick bank.
- Jenny and Jill will make minor language changes to apply to coop, all agreed with language and opt-in change.

#### Dues Deduction

- Karen had followed up with MFPE (Melanie) representative concerning withdrawal window language, and the representative stated that the language is legal as stated.
- Brian was concerned about the legality of withdrawal window as opposed to a union member being able to withdraw membership at anytime and stop paying dues. He requested follow up with another legal source.
- Jenny stated that she will follow up with another resource to ensure the legality of the withdrawal window language.

#### Representation

- Keeping all three sections, A, B, and C. Delineating cooperative board and member districts in the language for section C. Some discussion around the description and language use in section A was helpful in consideration to what is already in the CBA.

#### Liquid Damages - \$500 withholding

- Jenny proposed the addition of a clause to the CBA called a liquid damages clause to align the CBA with the contracts. Cooperative contracts state that if an employee breaks the contract that the board may hold up to \$500 from final paychecks. The CBA and contracts do need to align for the withholding to be enforceable.

- Robert and Brian both noted that the withholding may be waived, and considering Covid, they often chose to do so. But that overall, it is a reasonable clause.
- All agreed to add the liquid damages clause to the CBA.

~~ Side Bar Meetings 4:40 to 5:00 ~~

#### Retirement Incentive

- Union presented counter proposal (Karen) to increase the amounts on the table, based on Stevensvilles. Starting at 25 years and \$3500 and increasing by \$1000 a year, ending at 30 years and \$8500. We would also like to see the addition of language that this table doesn't preclude the coop from offering an incentive if they are able.
- DoBell was concerned with the additional language and that it opens the coop up for inequity between staff. He felt the language may not clear TRS.
- Jill stated TRS only needs to approve final payouts for retirement.
- Jenny stated offering incentives would be very situational, which is not equitable. The table offered is lower than others but is in addition to the longevity bonus and is more than other coops.
- Karen stated that the longevity bonuses are nice and appreciated, but do not help with retirement expenses which is more the concern.

Issues targeted for next meeting:

- Retirement Incentive
- Dues Deduction

Confirm next meeting dates/times: Tuesday, May, 18<sup>th</sup>, 3:45

Meeting adjourned at: 5:15