

Timelines, Benchmarks and Key Components for Collective Bargaining

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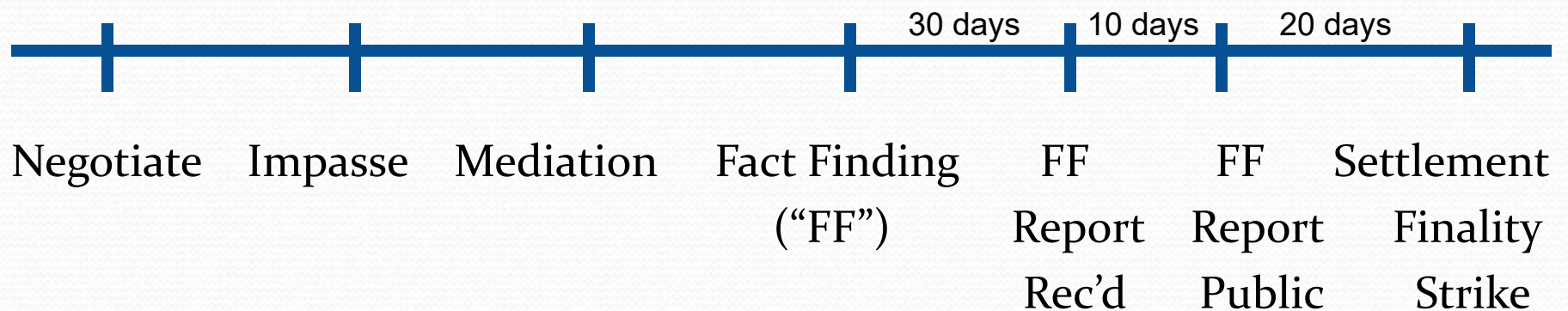
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Overview

- Timelines
- Recognition Clauses
- Management Rights Clauses
- Subcontracting Clauses
- Association/Union Rights
- Teacher/Employee Rights
- Salary Schedules
- Questions

Timelines for Collective Bargaining Under Teachers' Labor Relations Act



Timelines for Collective Bargaining Under Teachers' Labor Relations Act

- Begin - 120 days before budget vote or per collective bargaining agreement.
- Negotiate - Until settlement or impasse.
- Impasse - The point at which no further progress toward settlement is being made or is likely to be made at the time. Either party can unilaterally declare that bargaining has reached this point.
- Mediate - Part of statutory impasse resolution process. Often viewed as "shuttle diplomacy," the mediator makes no formal written recommendations for settlement. Can be by-passed/waived per mutual agreement of parties, i.e., it is not required to satisfy bargaining obligation.

Timelines for Collective Bargaining Under Teachers' Labor Relations Act

- Fact Finding - Mandatory part of statutory impasse resolution process, i.e., if parties are unable to reach a settlement through negotiation (or mediation), they must submit matters in dispute to fact finder. Fact finder considers arguments/data submitted by the parties and renders a written "recommendation" (i.e., it is not binding) to the parties as to the terms of a settlement (typically 30 days after hearing is conducted or briefs are submitted in writing).

Timelines for Collective Bargaining Under Teachers' Labor Relations Act

- FF Report Public - By statute, the FF's report is confidential for 10 days after its receipt by the parties (i.e., it can be reviewed only by the school board, union, or their representatives). The parties are required to negotiate/mediate during this period of confidentiality. If settlement is not reached, FF report becomes a public document after the 10-day period.

Timelines for Collective Bargaining Under Teachers' Labor Relations Act

- Finality/Strike - The earliest that a union may strike, and/or a school board may impose finality, is 30 days after receipt of FF report (inclusive of 10-day confidentiality period).
 - Negotiations/mediation typically occurs again before strike/finality.
 - Finality can bring negotiations to a close.
 - Finality can be imposed whether or not strike is occurring.
 - Finality does not automatically end a strike.
 - Finality cannot result in teachers paying monies back to a school district.

Recognition Clauses

- References the Employer(s) and bargaining unit representative (the Association)
- Defines the group of employees in the bargaining unit
- Simply put, “who’s in” and “who’s out”
- Relationship between the Recognition Clause and the Petition that formed the bargaining unit
- Importance as both the size and the complexity/nature of school districts evolves over time
- Teacher & Support Staff Clauses

Sample Teacher Clauses

“The Board recognizes the Association for the purpose of collective negotiations, pursuant to Title 16, Chapter 57, of the Vermont Statutes Annotated, as the exclusive representative of a unit consisting of *all classroom teachers and school nurses* of the "Board", certified by the State of Vermont excluding any administrative personnel as defined in Chapter 57 of 16 V.S.A., unless otherwise indicated, the employees in the above unit will be hereafter referred to as "Teachers".”

Sample Teacher Clauses

“Unless otherwise indicated, the term “teacher,’ when used hereinafter in this Agreement, shall refer to *all professional personnel holding a valid license in Vermont issued by the Agency of Education* (or who hold a valid license from another state that is recognized in Vermont) who are employed by the Board and are represented by the Association in a bargaining unit. In addition, *a teacher must hold a position for which licensure is a prerequisite as required by the Board or the State of Vermont.*

Notwithstanding the above, specifically **excluded** from the above definition of teacher are directors of guidance, school psychologists, occupational and physical therapists, substitute teachers, non-instructional coaches *and administrators as defined by 16 V.S.A. §1981(1).*”

Sample Support Staff Clauses

“The Board recognizes the Association, for the purpose of collective bargaining, pursuant to Title 21, Chapter 22, of the Vermont Statutes Annotated, as the sole and exclusive representative of *all support staff including but not limited to* regular and special education paraeducators, library/media support personnel, custodial and maintenance workers, healthcare aides, information technology staff, office support personnel, transportation staff, security staff, and food service workers employed by the District, but, excluding all supervisory, confidential or employees working less than fifteen (15) hours per week.”

Sample Support Staff Clauses

“...as the sole and exclusive representative of the following: Supervisory Union paraeducators; Smith District general education paraeducators, custodians, administrative assistants (excluding assistant to the principal), library media paraeducator and High District general education paraeducators, administrative assistants (excluding assistant to the principal) and custodians.”

Recognition Clause Issues

Status of these employee groups:

- Central Office employees
- Confidential employees
- Supervisory employees
- Non-licensed directors & professional employees
- Seasonal & temporary employees

Management Rights

What is it and why is it important in the contract?

- Statement of the School Boards rights as the employer
- Role in determining “gray areas” or unaddressed issues in the CBA
- Management rights and Vermont Labor Relations Board
- Evolving nature of the workplace and employees in Vermont Schools

Management Rights Clauses

“In recognition of the fact that the laws of the State of Vermont vest responsibility in the Board for the quality of education in and the efficient and economical operation of, the School District, except as specifically and directly modified by express language in a specific provision of this contract or by the laws of the State of Vermont, the Board retains all rights and powers that it has, or may hereafter be granted by law, and may exercise such powers at its discretion”

Management Rights Clauses

“Management rights shall include, but not be limited to, the right:

- a. to hire, discharge, discipline, lay off, recall, transfer, promote, and demote employees,
- b. to assign work and require overtime,
- c. to organize, enlarge, reduce, or discontinue a function, position, or department,
- d. to introduce new technology, tools, equipment, or laborsaving devices,
- e. to establish new jobs,
- f. to classify and reclassify employees,
- g. to determine or change shifts, starting and quitting times and the number of hours and days worked,
- h. to evaluate employees,
- i. to promulgate rules and regulations which do not otherwise contravene the terms of this agreement,

Management Rights Clauses

- j. to determine the manner, means, and methods by which all operations and all educational missions and goals of the school district will be carried out,
- k. to take such other action as it deems necessary to maintain the efficiency of the district's operations.

The Board's exercise of any management right or function in a particular manner will not preclude the Board from exercising same in any other manner, which does not expressly violate a specific provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

Subcontracting Clauses

“A. Subcontracting Work: The District shall have the right to subcontract work that is traditionally performed by the bargaining unit in situations in which:

1. The work is for a temporary duration (less than six months);
2. The work is seasonal in nature;
3. The work performed by the private contractor is generally beyond the expertise of the bargaining unit employees;
4. The technology or equipment used by the contractor is not generally used by, or is not available to, bargaining unit employees;
5. The work is of a time sensitive nature and is beyond the capacity of existing staff to complete the work within the necessary timeframe;
6. The work is being performed on a temporary basis until a qualified candidate can be found; or,
7. The Association and the District mutually agree”

Subcontracting Clauses

“Except as provided above [seasonal or short-term projects], no subcontracting of work presently performed by members of the bargaining unit which would result in the displacement of employees from their job classification will be undertaken by the Board without written notification to the Association sixty (60) days or more in advance of such subcontracting. Following such notification, the Board shall meet and confer with the Association to discuss the subcontracting and its effects. During such meeting the Association may present alternatives to the subcontracting under consideration. Following this process, the right of subcontracting is vested in the Board.”

Association/Union Rights

Defines the rights of the Association consistent with State & Federal labor laws

Generally, the following rights exist in CBAs:

- access at reasonable times to areas in which teachers, municipal employees and administrators work,
- to use institutional bulletin boards, mail boxes, or other communication media subject to reasonable regulation by the school board
- to use school facilities at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed by law;

Association/Union Rights

- An opportunity to meet with each newly hired employee in the bargaining unit to present information about the teachers' or administrators' organization. See 16 VSA §1984; 21 V.S.A. §1738.
- The employee shall be paid for attending the meeting at his or her regular rate of pay. See 16 VSA §1984; 21 V.S.A. §1738.

Association/Union Rights

- Within 10 calendar days after hiring a new employee, the school board shall provide the employees' organization, as appropriate, with his or her name, job title, worksite location, work telephone number and e-mail address, home address, personal e-mail address, home and personal cellular telephone numbers, and date of hire to the extent that the school board is in possession of such information. 16 VSA §1984; 21 V.S.A. §1738.

Association/Union Rights

- a) Annually, or on a more frequent basis if mutually agreed to by the employer and the employee organization, the employer shall provide the employee organization that is the exclusive representative of a bargaining unit with a list of all employees in that bargaining unit. 16 VSA §1985; 21 V.S.A. §1739.
- Association Dues – Payroll authorization and payment provisions.
- To use school equipment during non-working hours subject to regulation by the administration.

Teacher/Employee Rights

Employee rights are generally negotiated although some rights are set forth specifically in Vermont statutes.

Although such rights are subject to variation across the State, generally the following rights are included in the majority of CBAs with some allowance for teachers versus support staff:

- Organizational Rights: Each employee has the right to organize, join and support the Association for the purpose of engaging in collective bargaining as defined by Vermont law. It is further agreed that each employee has the right not to join or support this, or any other employee association.

Teacher/Employee Rights

- Right to Representation: Whenever any employee is required to appear before the administration, the Board, or any committee of the Board regarding a complaint, a charge concerning the employee's competency, or a disciplinary action, the employee shall be entitled to be represented by a representative of the Association. Notice requirements.

Teacher/Employee Rights

- Just Cause: Except for probationary employees and those hired pursuant to special provisions, no employee shall have his/her compensation reduced, contract non-renewed or be disciplined, suspended or dismissed without just cause. When an employee is dismissed, he/she shall be entitled to receive, upon dismissal, written reasons from the Superintendent and the Board for his/her dismissal and shall have the right to a hearing before the Board. Note for teachers: 16 V.S.A. Section 1752 rights.

Teacher/Employee Rights

- Complaints: Any complaint regarding any employee made to any member of the school administration by any parent, guardian, student or other person(s) which may be used in any manner in evaluating an employee shall be summarized in writing by the person(s) making and/or hearing the complaint. The complaint will be investigated by a licensed administrator. The employee will be given an opportunity to respond to and/or rebut the complaint.
- Personnel File Review: Employees shall have the right, upon request, to review the contents of their personnel file and to receive a copy, at Board expense, of such contents. Delineate process and procedures.

Teacher/Employee Rights

- Personnel File Content: No material derogatory to an employee's conduct, services, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had a chance to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
- Health and Safety: As defined by state and federal health and safety laws (e.g., VOSHA and OSHA) employees shall not be required to work under unsafe or hazardous conditions.

Understand Your Salary Schedule

- Get to know and understand your salary schedule and costs.
 - Project costs of step and column movement.
 - Organize salary data by column step.
 - Show FTE per step.
 - Understand the demographics of your staff – project forward.
- Evaluate the sustainability of your salary schedule.
 - Maintaining indexed salary schedules; the 5 x 5 and 2.0 index.
 - Schedule indexing vs. fixed dollar increments.
 - Higher salaries for specialists and hard to fill positions.
 - Recruiting incentives.

Indexed Salary Schedule

						Salary Schedule & Index						
Step		BA		BA+15		BA+30		MA		MA+15		MA+30
1	1.00	\$41,500	1.05	\$43,575	1.10	\$45,650	1.15	\$47,725	1.20	\$49,800	1.25	\$51,875
2	1.04	\$43,160	1.09	\$45,235	1.14	\$47,310	1.19	\$49,385	1.24	\$51,460	1.29	\$53,535
3	1.08	\$44,820	1.13	\$46,895	1.18	\$48,970	1.23	\$51,045	1.28	\$53,120	1.33	\$55,195
4	1.12	\$46,480	1.17	\$48,555	1.22	\$50,630	1.27	\$52,705	1.32	\$54,780	1.37	\$56,855
5	1.16	\$48,140	1.21	\$50,215	1.26	\$52,290	1.31	\$54,365	1.36	\$56,440	1.41	\$58,515
6	1.20	\$49,800	1.25	\$51,875	1.30	\$53,950	1.35	\$56,025	1.40	\$58,100	1.45	\$60,175
7	1.24	\$51,460	1.29	\$53,535	1.34	\$55,610	1.39	\$57,685	1.44	\$59,760	1.49	\$61,835
8	1.28	\$53,120	1.33	\$55,195	1.38	\$57,270	1.43	\$59,345	1.48	\$61,420	1.53	\$63,495
9			1.37	\$56,855	1.42	\$58,930	1.47	\$61,005	1.52	\$63,080	1.57	\$65,155
10			1.41	\$58,515	1.46	\$60,590	1.51	\$62,665	1.56	\$64,740	1.61	\$66,815
11					1.50	\$62,250	1.55	\$64,325	1.60	\$66,400	1.65	\$68,475
12					1.54	\$63,910	1.59	\$65,985	1.64	\$68,060	1.69	\$70,135
13							1.63	\$67,645	1.68	\$69,720	1.73	\$71,795
14							1.67	\$69,305	1.72	\$71,380	1.77	\$73,455
15									1.76	\$73,040	1.81	\$75,115
16									1.80	\$74,700	1.85	\$76,775
17											1.89	\$78,435
18											1.93	\$80,095

Non-Indexed Salary

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$41,500.00	\$43,575.00	\$45,650.00	\$47,725.00	\$49,800.00	\$51,875.00
2	\$43,160.00	\$45,235.00	\$47,310.00	\$49,385.00	\$51,460.00	\$53,535.00
3	\$44,820.00	\$46,895.00	\$48,970.00	\$51,045.00	\$53,120.00	\$55,195.00
4	\$46,480.00	\$48,555.00	\$50,630.00	\$52,705.00	\$54,780.00	\$56,855.00
5	\$48,140.00	\$50,215.00	\$52,290.00	\$54,365.00	\$56,440.00	\$58,515.00
6	\$49,800.00	\$51,875.00	\$53,950.00	\$56,025.00	\$58,100.00	\$60,175.00
7	\$51,460.00	\$53,535.00	\$55,610.00	\$57,685.00	\$59,760.00	\$61,835.00
8	\$53,120.00	\$55,195.00	\$57,270.00	\$59,345.00	\$61,420.00	\$63,495.00
9		\$56,855.00	\$58,930.00	\$61,005.00	\$63,080.00	\$65,155.00
10		\$58,515.00	\$60,590.00	\$62,665.00	\$64,740.00	\$66,815.00
11			\$62,250.00	\$64,325.00	\$66,400.00	\$68,475.00
12			\$63,910.00	\$65,985.00	\$68,060.00	\$70,135.00
13				\$67,645.00	\$69,720.00	\$71,795.00
14				\$69,305.00	\$71,380.00	\$73,455.00
15					\$73,040.00	\$75,115.00
16					\$74,700.00	\$76,775.00
17						\$78,435.00
18						\$80,095.00



Questions?