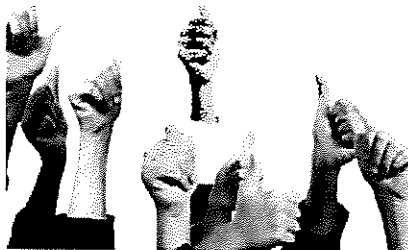


Contractual Considerations That May Contribute To A Positive Culture In Labor Negotiations



Grand Valley School
Business Officials

March 9, 2018

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SETTING THE CLIMATE: EVERYDAY ACTIONS BEFORE YOU GET TO THE TABLE

- Should start long before official negotiations
- Should be ongoing and continuous
- **Credibility Counts**
 - Do what you say and say what you mean!



AT THE TABLE:

- **Collaborative Language**
 - Prohibited Subjects
- **Creative Language**
 - Think outside the box

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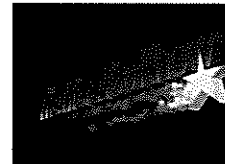
ALLOWING THE UNION TO “ACT” RATHER THAN “REACT”

- **Involving the Union in personnel matters**
 - Giving the union a “head’s up” regarding an investigation that may lead to discipline (obviously there are exceptions here)
 - Involving Union President
 - Agreeing on what is acceptable behavior and what is not. Can be used later to maintain consistent message
 - Communicate the message to the District, from **BOTH** Union and Management
 - Our anecdotal experience . . .



SETTING THE CLIMATE

- **Collaboration and Information sharing – Early and Often**
 - Providing financial information
 - Explaining budget and related financial information
 - Providing Insurance Information
 - Changing carriers or plans?
 - Insurance workshops or committees
 - Analyze health insurance costs—80/20 versus hard cap
 - Providing Absenteeism Information
 - Everything you are doing to find and retain subs!



SETTING THE CLIMATE

- **Information Sharing**

- May help with PERA demands – Simplifying Paperwork

The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, including but not limited to annual financial reports and audits, register of certificated personnel, treasurer's reports, names and addresses of all teachers, and agendas and minutes of all public Board meetings.

SETTING THE CLIMATE

- **Access to Information as a Courtesy**

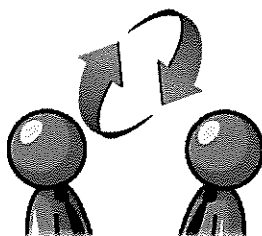
- Do not put in dues section of Contract
 - c. The Board agrees to share a monthly personnel report or other communication with the Association if there are any bargaining unit members that are on leaves of absence extending one (1) month or more, or that have left the employ of the District for any reason. If there are no changes for a month, then no report needs to be supplied. New Employee data will be communicated to the Association within five (5) working days of the new hire meeting with HR, unless there are extenuating circumstances.

- E. The Board agrees to furnish the Association the names of bargaining unit members within the third payroll period of each school year during the length of this contract.

SETTING THE CLIMATE

- **Information Sharing goes both ways!**

- K. The staff directory, when published, shall include a list of Association officers, representatives and the Association professional staff as provided by the Association. The Association shall provide this information to the Human Resources Office, in written form, by the second Friday in September. The Association will be provided with a minimum of ten (10) copies of the staff directory, if a directory is printed.



SETTING THE CLIMATE

- **Access to New Hire Orientation**

- Caveat: Must make clear time cannot be used to collect dues during the work day; but can meet with new personnel to discuss the contract, information about building reps, evaluations, FERPA, grievances, etc. . .

3.400 New Personnel Orientation

- 3.411 The Association shall be allotted two consecutive hours between 8:00 a.m. and 3:00 p.m. on the first day of new personnel orientation scheduled by the Board, for presentation and discussion of items of mutual interest to the Association and the new personnel.



SETTING THE CLIMATE

- **Possible options to reduce costs**
 - *Input vs. negotiating*
 - **Budget reductions**
 - Honest information! Be transparent!
 - **Circulate articles about budget, economy**
 - **Meet with employees about fund balance, revenues, expenses**
- 5 *Consultation.* The Employer may consult with the Association on any new or modified fiscal budgetary or tax programs, construction programs or revisions of educational policies provided that the Employer shall inform the Association, and specifically affected Employees, of any decisions pertaining thereto prior to their implementation.



CONTRACT REVIEW: NOT JUST DURING NEGOTIATIONS!

ARTICLE 28 – CONTRACT REVIEW

Contract Review is a forum wherein the Association and the Administration meets on a regular basis to discuss evolving issues related to contract maintenance and implementation. It is one of the first levels at which potential problems between employer and employee can be identified and resolved. The commitment of both parties to minimizing conflicts is exemplified by their commitment to discussion of such issues at this level.

- **Meet once/month**
- **Specify # representatives from each party**
- **Review contract and discuss and try to resolve problems**
- **Should meeting result in amendment to Agreement, amendment shall be subject to ratification**

PROHIBITED SUBJECT, BUT AG OR MEMO?

- **Layoff/Recall:**
 - Layoff Consultation

The District agrees to consult with the Association on new or innovative educational programs in cases where such programs would require the reduction, reassignment, replacement or use of ancillary staff who are under contract at the time such program is to be implemented.

- **Not allowing the union to make ultimate decisions or determinations, but allowing the union to consult with Management throughout the process.**
- **Access to information.**

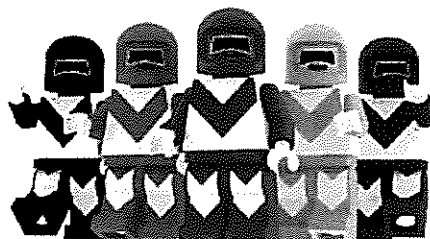


PROHIBITED SUBJECT, BUT . . .

- **Section 15 of PERA**
 - Evaluations: "(I) decisions about the development, content, standards, procedures, adoption and implementation of a public school employer's performance evaluation system adopted under Section 1249 of the MRSC . . . Decisions concerning the content of a performance evaluation of an employee under those provisions of law, or the impact of those decisions on an individual employee or bargaining unit."
- **In 2016-17 (94,011 teachers):**
 - 39% Highly Effective
 - 59% Effective
 - 2% Minimally Effective
 - 0% (342) Ineffective

PROHIBITED SUBJECT, BUT . . .

- **Evaluation Task Force?**
 - AG? Memo?
 - Collaborate about process – maintain consistency across buildings



PROHIBITED SUBJECT, YES BUT IN PRACTICE. . .

- **Performance Based Compensation – Section 1250 of MRSC**
 - “Compensation and additional compensation” shall be based on job performance and job accomplishments...and student growth will be a significant factor.
- **State Aid Act requirement – 5% penalty – to ensure compliance with Section 1250 of MRSC.**

SEC. 164H. (1) BEGINNING OCTOBER 1, 2017, A DISTRICT OR INTERMEDIATE DISTRICT SHALL NOT ENTER INTO A COLLECTIVE BARGAINING AGREEMENT THAT DOES ANY OF THE FOLLOWING:

(D) INCLUDES A METHOD OF COMPENSATION THAT DOES NOT COMPLY WITH SECTION 1250 OF THE REVISED SCHOOL CODE, MCL 380.1250.

PROHIBITED SUBJECT, YES BUT IN PRACTICE . . .

- **Negotiate effectiveness to step and wage increases (or off-schedule payments if steps frozen)**
 - Effective or Highly Effective teachers only

(393a) Teachers on steps will be eligible to advance a step for the following year if their overall evaluation from the previous year is effective or highly effective.

(393b) Teachers on steps who are rated overall minimally effective or ineffective will not be eligible to advance a step in the next school year.



NEGOTIATING EFFECTIVENESS

2017-2018

For the 2017-18 school year, the salary amounts paid during the 2016-17 school year shall be increased by 1%. Employees who did not receive a 2016-2017 final year end performance evaluation rating of Ineffective or Minimally Effective, and who would normally be eligible for a step increase in 2017-18, shall advance a full step on the salary schedule. (For example - an employee on step 3.5 as of June 30, 2017 who meets the prior criteria, will advance to step 4.5.) Excluding any employees who in 2016-2017 received a year-end performance rating of Ineffective or Minimally Effective, employees not eligible for a step in 2017-18 will receive an off-schedule payment equal to 3% of their 2016-17 base wage, not inclusive of longevity or other forms of additional compensation (if any.) See Appendix A (1-4).



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THINK OUTSIDE THE BOX WITH THE UNION . . .

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. . . ON SYSTEMIC ISSUES

- **Got Attendance problems? Join the club!**
- **Give them what they want = \$!**
 - b. Teachers who use no more than a combined total of three (3) sick and personal leave days (and have been granted no dock days) during the school year shall receive an attendance incentive stipend within two weeks after the last day of the school year according to the scale below:

COMBINED SICK/PERSONAL
(and have been granted no dock days)

<u>LEAVE DAYS TAKEN</u>	<u>ATTENDANCE INCENTIVE STIPEND</u>
0.....	\$500
1.....	\$200
2.....	\$150
3.....	\$100

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... ON SYSTEMIC ISSUES

- **Got Substitute Issues? Join the club!**

The District and the Association agree to implement a Joint Substitute Issues Committee for the 2016-2107 school year to share ideas and to discuss possible solutions related to the need to identify additional qualified substitutes necessary to meet the needs of the District.

The committee shall be comprised of up to five (5) senior administrators appointed by the District, the KEA President and up to four (4) additional KEA bargaining unit employees.

The committee, or representatives of both parties from the Committee, shall first meet at a mutually agreed date and time with each other to determine the issues. A subsequent meeting will be held with the substitute provider no later than October 15, 2016. The committee, or representatives of both parties from the Committee, shall meet between January 1, 2017 and February 15, 2017 to discuss the substitute issues and assess progress towards resolution of those issues. The final meeting will be held in May with the committee to debrief on the plan of action being followed. Suggestions for improvement or feedback on the process can be provided during regularly scheduled updates during the Contract Review meetings.

... TO "MAKE SENIORITY GREAT AGAIN!"

- **Be collaborative (and creative!) on ideas to incentivize limiting the use of sick/personal leave for a bigger retirement payout:**

Having reached the age requirement of the Michigan Teacher's Retirement Act and having completed at least fifteen years of service with Tri County Area Schools, the teacher, upon retirement, shall receive a lump sum payment for each unused sick/ personal days credited to his/her account. Payout will be made to the teacher through "special pay plan - MEA 19.3 plan". The rate of pay for each unused sick/personal day shall be determined as follows based on the number of accumulated unused days:

0-10	\$0
10.5-30.00	\$60
30.5-60.00	\$70
60.5-100.00	\$85
100.5 - 150.00	\$100
150.5+	\$115

... TO "MAKE SENIORITY GREAT AGAIN!"

- **Opposite side of the state:**

Any teacher who retires after ten (10) years of active service to the Northville Public Schools will be eligible to receive a payment as defined below for each unused sick day, providing the teacher notifies the District of his/her intention to retire no later than seventy (70) teacher work days prior to the last day of work.

Unit employees with less than 30 days accumulated: \$20 / day
 Unit employees with 30 -74 days accumulated: \$25 / day
 Unit employees with 75-100 days accumulated: \$30 / day
 Unit employees with 101-150 days accumulated: \$40 / day
 Unit employees with 151-175 days accumulated: \$45 / day



... ON ISSUES AFFECTING TEACHERS, BUT ARE P.S.

- **What about Task Forces?**

- Technology
- Decisions regarding the use of technology to deliver educational programs and services and staffing to provide that technology is a prohibited subject
- Decisions on use of *kinds of* technology can be a collaborative process.
 - *i.e.*, Acquisition of software
 - Teachers have to use it, you buy it "for" them . . .

- **CAVEAT: Make sure you have a CLEAR PURPOSE for your Task Force and a CLEAR TIMELINE for an outcome**

... ON MAKING STAFF BETTER EDUCATORS

- **“Joint Council for Professional Development”**
 - Make recommendations to District on:
 - PD Activities that fit the State of Michigan definition of PD (Sections 1526 and 1527 or MRSC)
 - Dates/Times which are not otherwise determined by the school calendar
 - Council Members:
 - (X) Administrators
 - (X) Teachers
 - Assistant Superintendent of Curriculum and Instruction
 - Union President

RESPECTING TEACHERS' TIME CAN GO A LONG WAY

- **Teacher PD = headache at every table**
 - “We are busy, too!”
 - Menu of PD options from which teachers select
 - Off-site or online PD of teacher's choice
 - MEA PD?
 - caveat: have to be a dues paying member
- **Number and length of staff meetings**
 - Necessary?
 - Making best use of time?



... ON EDUCATING STUDENTS BETTER

ARTICLE 13 Curriculum Team Work

When deemed necessary by the Administration or Association, in the interest of system-wide curriculum improvement, the appropriate central office administrator and an advisory body comprised of educational leaders (the Curriculum Team) shall cooperate to review, discuss, and develop curriculum work. The Team shall meet no more than ten (10) times per year, unless agreed upon.

The Administration shall appoint up to six (6) volunteering teachers who specialize in the subject matter area as Team members.

The Association shall appoint an equal number of volunteering teachers who specialize in the subject matter area as Team members.

The Board of Education shall yearly provide up to eighty (80) teacher release days and up to Five Thousand Dollars (\$5,000) to fund recommendations from the Curriculum Team that have been approved by the appropriate central office administrator.

CONSIDER YOUR FORM OF NEGOTIATING

- Is IBB right for you?

GETTING TO YES

GETTING TO THE “WIN-WIN”

- A “competitive” approach to negotiation assumes a fixed pie, zero-sum, win-lose situation. In collaborative negotiation, it’s essentially assumed that the pie can be enlarged by finding things of value to both parties, creating a win-win situation, so that everyone leaves the table feeling like they’ve gained something of value.
- Being collaborative does not mean being weak or giving in. On the contrary, a collaborative approach seeks to gain the best possible solution for all.



PARTING THOUGHTS

- **One of the most important things a District can do to ensure a collaborative culture is maintain CONSISTENCY**
 - Train your Administrators – lots of new Administrators out there!
 - Do they know what the contract says?
 - Are they negotiating one/one with staff?
 - Is your Administration consistent from building to building?
 - i.e. discipline and evaluations
 - Do they know how to process grievances?
- **We believe in TRAINING because we see the BENEFITS at the bargaining table!**
 - Makes everyone's life easier; eliminates “whining” at the table about differences and inconsistencies

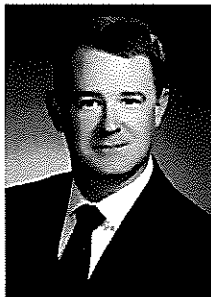
PLEASE NOTE

This presentation does not constitute specific legal advice for any particular situation. It contains general recommendations and information and should not be relied upon for any specific purpose without consultation with legal counsel and in the context of specific facts and circumstances.

PARTING THOUGHTS/QUESTIONS?



THANK YOU!



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