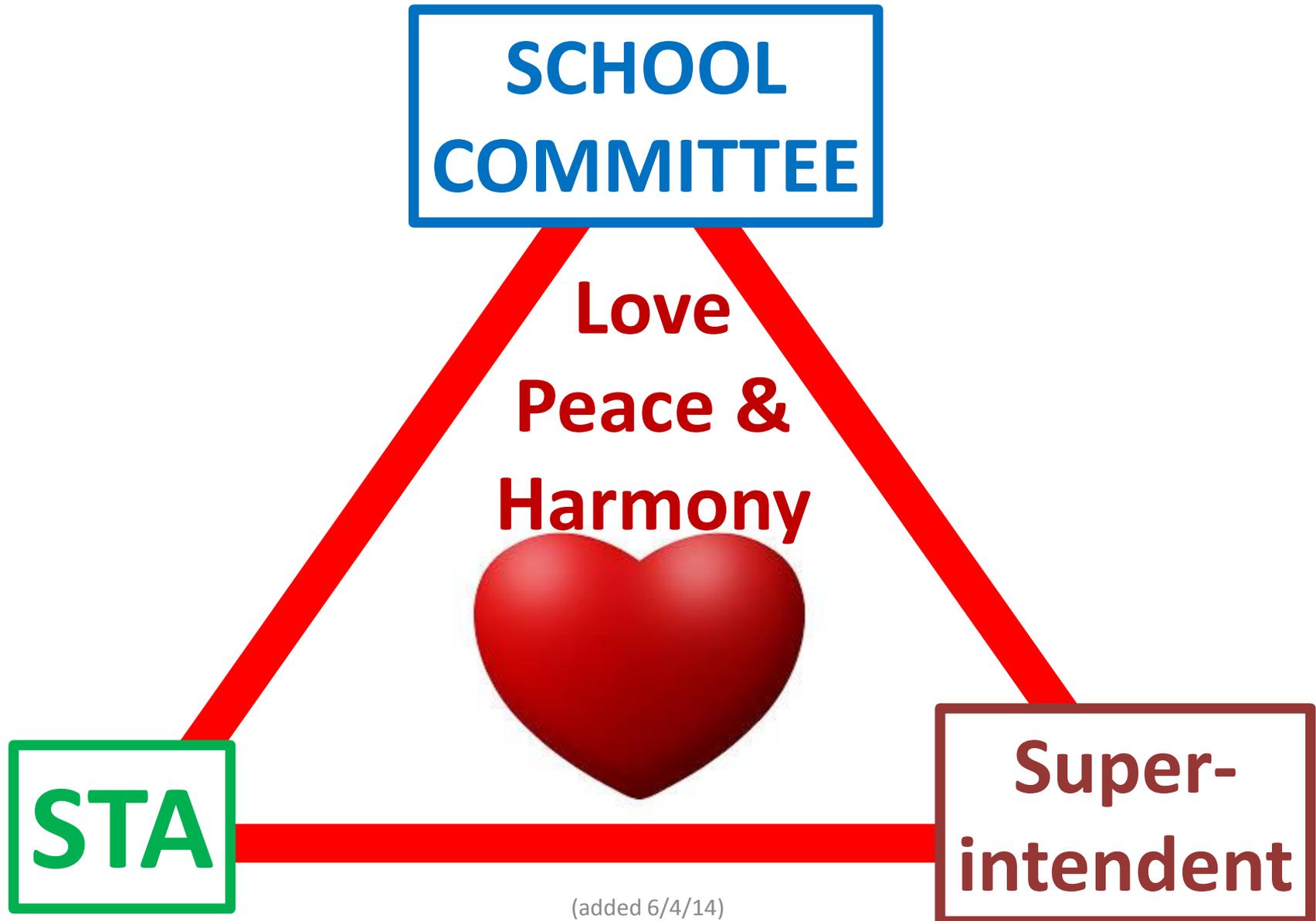


Towards an Everlasting Labor Peace in Stoughton

**Originally Presented at the
School Committee Meeting
on 5/27/14 (Revised on 6/4/14)**

IDEAL STATE FOR OUR KIDS



Acknowledgements

Mediator: Gary Altman

STA Team

- Andrea Pires
- Susan Rock
- John Gunning
- Ken Kalen
- Lynne Bonarrigo
- Melanie Ingrao
- Mollie O'Connell
- Jacqueline McDonough

School/TownHall Team

- Marguerite Rizzi
- Erdem Ural
- Joaquin Soares
- SPS Lawyers

- James Kelley, ESQ:
Town Hall representative

Election Deception: 24%

- INCUMBENT CANDIDATES: STA wants 8% average salary increase per year (total of 24% over three years)
- They said: Please keep in mind that taxes can only be raised 2-1/2% a year.
- INCUMBENT CANDIDATES CLAIMED 5.25% FOR COST OF STEPS AND 2.75% FOR COST OF LIVING ADJUSTMENT

Last Contract

FY 2011	FY 2012	FY 2013
1% Beginning of the Year	1% Beginning of the Year	2% Middle of the Year Add M+60 Add Nurses

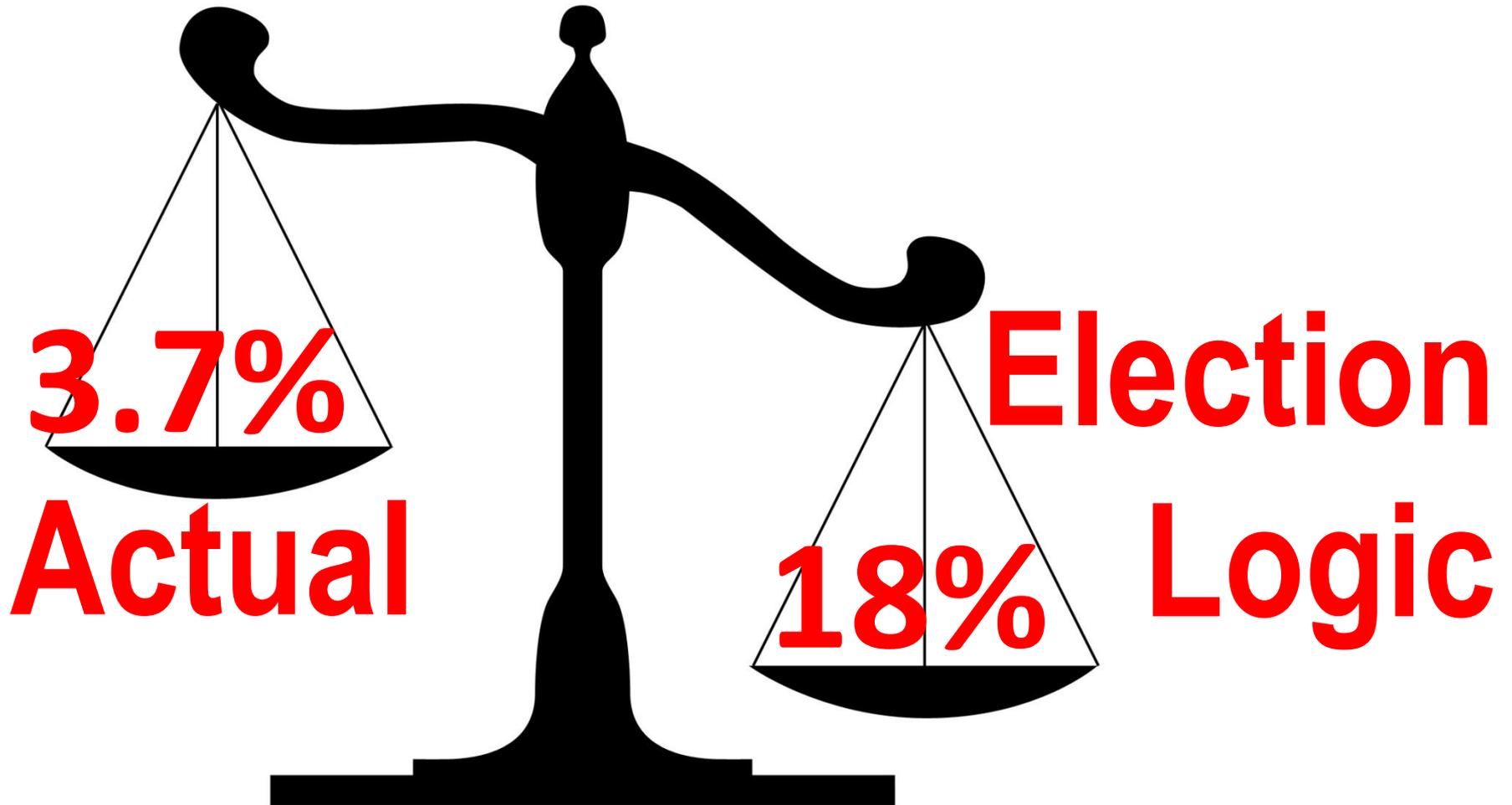
Election Deception

- ACCORDING TO THE LOGIC OF INCUMBENT CANDIDATES: LAST CONTRACT SHOULD HAVE COSTED TO TOWN: $5.25\% + 1\% = 6.25\%$ PER YEAR IN FY2011, FY2012, AND FY2013
- Which should have added to a total of $6.25\% + 6.25\% + 6.25\% =$ **18.75% over the three years**

Election Deception vs. ACTUAL % Increase in Wage Expenditure

	2010-11	2011-12	2012-13	3 Yr TOTAL
Election Deception	6.25%	6.25%	6.25%	18.8%
ACTUALS:				
Total SPS	3.83%	-1.15%	1.00%	3.7%
TOWN	5.00%	5.58%	3.69%	
TOWN+SPS	4.24%	1.89%	1.98%	
Revenue Increase	0.41%	3.42%	7.76%	11.6%

Increase in SPS Labor Cost FY 11 + FY12 + FY13



Savings from Retirements

- **\$86,321-\$40,678 = \$45,000 per retiree**

Step	B	B15	M	M15	M30	M45/CAGS	M+60	D
1	40,678	41,580	44,054	44,953	45,852	46,710	47,586	48,086
2	42,966	43,532	46,714	47,373	48,984	49,906	50,845	51,345
3	44,778	46,259	48,984	50,118	51,707	52,683	53,677	54,177
4	47,391	48,984	51,707	53,180	54,433	55,462	56,514	57,014
5	49,667	51,252	54,433	55,791	57,158	58,242	59,347	59,847
6	51,936	53,524	57,158	58,295	60,327	61,474	62,645	63,145
7	54,433	56,699	59,876	60,786	63,062	64,267	65,493	65,993
8	57,605	59,429	63,516	63,962	65,777	67,036	68,317	68,817
9	60,328	62,148	65,777	67,139	68,866	71,207	72,573	73,073
10	63,962	65,325	69,866	70,777	72,595	73,989	75,412	75,912
11	67,601	69,410	73,501	75,085	76,221	77,688	79,185	79,685
12	70,877	72,777	77,076	78,742	79,936	81,476	83,051	83,551
13	73,290	75,255	79,708	81,430	82,665	84,262	85,891	86,391
14			80,107	81,838	83,079	84,683	86,321	86,821

Savings from Non-renewed Teachers, or Teachers Leaving SPS on their own

- Replacements usually hired at the same or lower step
- Same step means savings of one step in the new fiscal year
- According to STA, 53 New Teachers were welcomed to SPS during the FY14

BOS/SC Pact

(excerpt from Labor Relations Decision)

- Facts Derived from Joint Exhibits:
- On or about May 15, 2013, Town Board of Selectman Chair **John Anzivino** drafted a letter from the Board of Selectman to all Town Meeting Representatives giving them an overview of the direction that the Board was taking to improve Town government. The letter explained, among other things, the Board's approach to labor relations. Anzivino's letter stated in pertinent part as follows: "It is also our intent to do away with the past practice of granting "Step Increases" as well as "Cost of Living Increases" (emphasis in original.)

If it is past practice, elimination must be bargained!

Chronology (STA Account)

- Negotiations commenced in March, 2013 for a successor contract to the September 1, 2010 through August 31, 2013 contract.

- January 27, 2014 (session 16)

- STA proposed to SC that we narrow the focus of negotiations to the following issues:

- Wages
- Nurses
- HS Schedule

and that we try to settle the contract before February vacation which would begin on February 14.

Chronology (STA Account)

STA said that we were optimistic that MSBA would approve Stoughton High School and that we wanted to work together with SC to make sure that SPS would have a new high school. STA promised that, if we settled, we would create a team of teacher ambassadors who would work within the community to build support for a new HS. We stressed that we had very positive relationships and support from the parents and that we would build upon that support and reach out to the 350 MTA members who reside in Stoughton to build additional support for a new HS that would benefit everyone in the community.

Chronology (STA Account)

In the alternative, STA made it clear that , if we did not have a contract by February 14, our members who are owed step increases would begin to file non-payment of wage complaints at the Attorney General's office. We stressed that the withholding of the steps is very serious and that employers who do this are subject to triple damages, attorneys' fees, civil and criminal penalties. We stressed that we did not want to go to the AG or court. Our goal is a fair contract. Stoughton residents are already spending too much money on lawyers' fees to defend the indefensible.

Chronology (STA Account)

When we did not have a contract on February 14, the first of the non-payment of wage complaints was sent to the AG. Since that day, several more have been filed. At this point, nothing has been filed in court. The notices have been filed with the AG's office because the law requires employees to take that first step which is essentially providing notice to the state and the employer that wages are owed.

Chronology (STA Account)

February 12, 2014 (Session 17)

SC presented a handwritten 19 step proposal. STA responded by noting that almost all of steps and lanes would pay less by end of 3 year agreement – 2015-2016 - than they did in 2012-2013. STA caucused

During the caucus, Attorney Tate asked to see MTA Rep McDonough in the corridor. Attorney Tate said that the SC would like to go to mediation. STA caucused and we agreed that we would like to go to mediation but we were concerned that SC might be suggesting this as a trap so that they could try to implement their proposal. (n.b. STA does not believe that they could legally unilaterally implement their proposal but we were worried that they might try it anyways). MTA Representative McDonough expressed this concern several times to Attorney Tate who assured us that the SC was not trying to trap anyone and was sincere. STA agreed to mediation.

Chronology (STA Account)

Selection of mediator

The SC team (Husseini and Dolinsky) and the STA team agreed to retain Gary Altman as a private mediator. We contacted Gary on February 27, 2014 and he agreed to accept. However, due to his vacation schedule and the schedules of everyone else, the first date we could schedule for mediation was April 2nd.

Chronology (STA Account)

April 2, 2014 (Mediation Session 1)

We mutually agreed that a change of scenery to a neutral site might be helpful. Milton Superintendent Gormley offered to give us 2 separate private conference areas at Milton High School for our first mediation session and told us that we could stay as late as we needed.

The mediator met with the STA team first. Then the mediator met with the SC. When the mediator came back to the STA, he said that the SC would have a new proposal for the STA at the next session on April 9th.

PACT WAS BROKEN by former SC Team

April 9, 2014 (Mediation Session 2) HUSSEINI & DOLINSKY

This was the day after the election. George Dolinsky had been defeated but was still a SC member and a member of the SC bargaining team until April 10. Hussein and Dolinsky made a proposal:

Option 1 Increase Appendix A – Teachers Salary Schedule

Year 1 1% CURRENT STEPS - RETROACTIVE

Year 2 19 step proposal with teachers placed at

the step that is at least 1% more than they were placed before. Then all salaries would be increased by 2%

Option 2 Increase Appendix A – Teachers Salary Schedule

Year 1 **1% CURRENT STEPS - RETROACTIVE**

Year 2 **1% CURRENT STEPS**

- 8 period day
- Additional 20 minutes
- Nurses fully on schedule year 2
- Make flex schedule Pilot a permanent program

STA Account (contd.)

- April 28, 2014 (Mediation Session 3)
- School Committee had a new team – Erdem Ural and Joe Soares. It was STA's turn.
- STA began with the following wage proposal (All current steps/lanes):
 - Year 1 2.5% retroactive to September 1, 2013
 - Year 2 2.5%
 - Year 3 2.5%

STA Account (contd.)

There was lots of discussion back and forth. We were in joint session for part of the time. It's not necessary to go through every point. The bottom line is that the new SC team (Ural and Soares) picked up where the former SC team (Dolinsky and Hussein) left off - year 1 @1% and yr. 2 @ 1%. They said that they could not go above the 1% and 1% for the first 2 years because there wasn't enough money in the budget to pay for any more. STA said that Maggie's calculations on the step increases were way off. Maggie responded that her calculation were correct and that it would cost "\$644,485" STA said that we had run the numbers and could show that her figures were way off.

We all agreed that this problem was a math problem and the correct answer could be found. In order to do this, Maggie would submit her excel sheet to the SC and the STA would, too. If differences existed, we would try to reconcile them before our next session on May 6. The SC team agreed that if we could find more money, they would add it to the offer.

Between sessions – reconciling cost of step increases

May 1	Maggie's calculations	\$644,485
May 2	STA's calculations	\$480,816
May 5	Maggie's revised calculations	\$485,507

After seeing the STA's calculations, Maggie rechecked and revised hers and, as you can see, we are very close on what the steps cost and it is almost **\$160,000** less. Most of Maggie's errors were due to her counting new hires in the list of teachers who were due a step increase. (e.g. if a teacher was a new hire this year, then the teacher would stay at step 5 this year and move to step 6 next year; instead, Maggie counted this new teacher as **moving to step 6 this year and then step 7 next year**). As a result, her calculation for the cost of the step increase is **too high for this year and next year**.

$$\mathbf{\$160,000 + \$160,000 = \$320,000}$$

SC Offer (J. Kelley) Later Approved by TM

FY 2014	FY 2015	FY 2016	FY 2017
1% BOY (BOY =Beginning of the Year)	1% BOY	1% BOY 1% EOY	1% BOY 1% EOY

May 6, 2014 (Mediation Session 4)

- STA Counter Offer

FY 2014	FY 2015	FY 2016
1% BOY (BOY = Beginning of the Year) + \$1,250 to Top Steps (Rizzi Error)	1% BOY 1% MOY -\$1,000 to Step 10 + \$1,000 to Top Steps	1% BOY 1.5% MOY (MOY = Middle of the Year)

- Note: \$1250 = \$160,000/128 teachers

Tentative Agreement

- SC Counter-offer

FY 2014	FY 2015	FY 2016	FY 2017
1% BOY (BOY =Beginning of the Year) + \$625 to Top Steps (1/2 Rizzi)	1% BOY + \$625 to Top Steps	1% BOY + \$625 to Top Steps 1% EOY	1% BOY + \$625 to Top Steps 1% EOY

What does this mean for FY2014?

- \$625 for top steps is \$80,000.
- It is $\frac{1}{2}$ of the amount budgeted for STA raises.
- Ms. Hortaridis estimates FY14 baseline (no steps- no raise) to be \$23,386,692
- \$80,000 is 0.3% of the \$23,386,692
- i.e. net salary increase for FY14 is 1.3%
- Remaining \$80,000 is still left in the budget

Benefits

- 4 year contract desired by Dr. Rizzi
- Withdrawal of all ULPs except one
- Waiver of ULP penalties (**save ~\$70,000**)
- STA will not pursue class-action on non-payment of wages (**save ~\$1,500,000**)
- Educational Benefits: flex, 8 period days, 20 min additional contact time,

Press Release from Ms. Hussein

The School Committee does have a proposal to change the school day at the High School from a seven period day to an **eight period day**. An early proposal also **asked for an additional 20 minutes added to the school day** to accommodate this change, thereby changing the conditions of the contract. The additional time was dropped several proposals ago. We would still like very much to see an eight period day within the current school hours.

The current proposed eight period day:

- Would provide common department planning time for teachers—something that is currently impossible to schedule;
- Would provide the opportunity for students to meet their requirements without having to compromise their ability to take AP or other desired classes;
- Would provide greater opportunity for students to take more electives and explore more career choices;
- Is supported by the School Council and Principal;
- Is a very positive change for our students.

SC Attorney Opinion

QUESTION: As you know, Stoughton School Committee negotiation team reached the tentative agreement with the STA on May 6. At that meeting, your assistant Sarah advised us to have a straw poll of the school committee in executive session, prior to union ratification.

We met last night. School committee voted 3 to 2 in support of the tentative agreement. The Town Manager voted against the agreement to create a tie. Mr. James Kelley was also present.

It appears some attendees were motivated for the declaration of impasse and implementation of last best offer. In our situation, what would be considered the last best offer? Would that be the tentative agreement?

- ANSWER: That would be my interpretation, yes.

James Kelley & Michael Hartman

- School Committee Attorney is wrong
- Town is ready to litigate tentative agreement
- Disagree with the ULP penalties
- Disagree with the wage non-payment claims
- **Will Legal and Punitive Costs be borne out by the Town Hall?**
 - Hartman thinks Town's liability insurance may or may not pay for them
- **Hartman is threatening to cut school budget**

TENTATIVE AGREEMENT COST PROJECTIONS

- Administration came up with a cost estimate
- Questionable assumptions employed by the administration include:
 - **No teacher will retire or leave the system until the end of FY 2017**
 - Permanent subs will move up a step every year
 - Incorrect placement of FY 2014 new hires on correct steps.

TENTATIVE AGREEMENT COST PROJECTIONS

- Questionable assumptions employed by the administration include (Continued):
 - Some employees are double counted
 - Substitutes or late hires are listed with full salaries
 - Employees who left are included in the projections
 - Known retirees are included in the projections
 - Part-time employees are assumed full-time

What is Next? AFFIRMATIVE VOTE

- Labor peace for 3 years
- Improved learning environment for SHS students
- No additional lawyer fees
- No penalty and no class-action Judgment
- Focus on improving quality of education

What is Next? NEGATIVE VOTE

- Additional lawyer fees
- Pay penalty for ULP non-payment of wages (\$70,000)
- Pay treble damages on class-action Judgment (\$1,500,000)
- Continue Bargaining
- Declare impasse
- **Implement last best offer**

IDEAL STATE FOR OUR KIDS

**SCHOOL
COMMITTEE**

**Love
Peace &
Harmony**



STA

**Super-
intendent**

(added 6/4/14)