

Collective Bargaining

June 1, 2022

2:00 PM – 5:00 PM

Bitterroot Valley Education Cooperative

And

The Cooperative Employees' Bargaining Unit 4403, MFPE, NEA, AFT, AFL-CIO

Attendance for Union: Karen Gideon, Erin Bauer, Rachella Moresi. Not in attendance: Lindsay Davis.

Attendance for Management: Dr. DoBell, Dr. Moore, Ms. Woodard, Jenny Rammell

Other Attendees: Jill Reynolds, Chris Hughes

Start Time: 2:09 PM

Time Constraints: Rachella 5:10 PM

Minute Taker: Jill Reynolds

Public Comments: Jenny received an Association request late 5/31/22 to add an agenda item for an Association response to the Management Salary Matrices.

Review/Approve prior meeting minutes: No edits to minutes for 5/19/22.

Agenda Items for today:

- I. Negotiations
 - a. Association response to Management proposals for Salary matrices.
 - i. The Association doesn't agree with management on the top end of the matrix and those employees receiving smaller increases. This doesn't seem fair, and they shouldn't be cheated out of an equitable raise, especially when stripped of 15 years of potential increase earnings. The association proposes 3 employees receive a 5% increase on their current salary and then be capped at that salary until such time the maximum salary in the matrix might increase above that dollar amount. There was discussion to clarify employees being proposed for 5% increase, fairness, inequities, and the Cooperative ability to fund this proposal. Dr. Moore asked why 5%, how was that number chosen. Karen replied she picked that based on percentages of increase for other employees and it seemed to be fair. Dr. DoBell explained the risks of bargaining for three people and that we needed to look at proposals for all employees.
 - ii. Management went into caucus to discuss the Association Proposal.
 - iii. When the Association returned Management explained an issue found with some numbers in the Management proposal. It was limited to a few

employees on the Specialists matrix where Jill had input the wrong number in files for current salaries. The errors were explained and there was confusion and discussion regarding the issues.

- iv. Association went into caucus to discuss the issues.
 - v. When the Association returned Rachella explained they would like to adjust their proposal and keep one employee at step 25 with 6.6% increase and give two others 5% increases on their current salaries. Dr. Moore asked how the dollar amounts for these two employees were arrived at and Karen replied it was based on dollar amounts given to other employees and would be in alignment with those others. Jill asked why one employee would receive approximately \$1000 more than the other two if we are trying to align with similar dollar amounts. After discussion, it was agreed one employee would be placed at step 24 with the corresponding increase due to that placement, the other two would be discussed further as far as the dollar amount of increase. After discussion there was tentative agreement on employee placement on the schedule and the dollar amount of increase to two employees that would be at the cap this year. See attachment.
- b. Management response to Association proposal for Transfers.
 - i. Jenny explained that it is imperative for Management to retain the ability to manage placement of employees and movement of employees. The Cooperative has no history of moving employees arbitrarily. This is a management decision based on information employees are not always going to be privy to. Rocky explained she does understand employees may not always be privy to all information, but it feels like they don't have an option to say no. Rocky asked if we would be willing to put language in our policy instead. Rocky also asked we specifically add wording that an employee that doesn't accept a transfer not be charged a penalty for leaving their contract early. See attachment for tentative agreement on the wording to be added to Article 8.D of the bargaining Agreement.
 - c. Management response to Association proposal for Sick Bank Access.
 - i. Jenny discussed the impact leave of our staff has to the Cooperative finances and impact to students and their quality of care. Unlike schools who will vacancies with substitutes, the Cooperative is not able to get substitutes for our specialized services in Special Education and Mental Health.
 - ii. Jenny explained that an unhealthy pregnancy or an infant illness during or after pregnancy would absolutely qualify an employee to request use of the Sick Bank.
 - iii. Management is proposing that an employee who has exhausted their available sick and personal leave may request a maximum of 30 days from the sick bank per pregnancy. Thirty days is based on the state definition of a reasonable amount of maternity leave being six weeks. Our current agreement does have verbiage to allow donations from other employees to the sick bank. Rachella voiced concerns over an employee being able to find

child care and what happens then if they have used their 30 days. All agreed this is a valid concern and day care issues are currently a national issue. There was a group agreement that it is an issue, but nobody has the answer on how to resolve it. There was also discussion on if this would be a “sick bank” or sick leave issue. The Association tentatively agreed to Managements counter proposal.

- II. Tentative Agreement Discussion – Jenny explained we had covered all topics on the agenda and now had tentative agreement on proposals and counter proposals pending review of all language agreed to in bargaining. Management will work on language changes and distribute everything as soon as possible for all to review before our next meeting.

Next meeting is scheduled for Thursday, June 9, 2022, 2 PM to 5 PM in the BVEC Conference Room.

Meeting adjourned: 5:11 PM

Attachments:

Tentative Agreement on Specialist Salary Matrix and Employee placement on matrix.

Additional sentence for Article 8.D of bargaining agreement.