

Bargaining
2010-2011

Wednesday, January 5, 2011

The meeting began at 3:18 p.m.

Present were:

Darcy Hopko- SSC	Alan Ramos-SEHS
Sharon Scarbrough – Sugg	Melanie Newhall – Orange Ridge
Pat Barber- MEA	James Horner – Abel
Rachel Bailey – Oneco	Bruce Proud- MEA
Kara Carney - Daughtrey	Dawn Walker - MEA
Kathy Redmond – Palma Sola	Willie Clark – PHS
Carol Bell - King	

The minutes of December 8, 2010 were reviewed. No changes were made.

MEA distributed “MEA/MCSD status of negotiations chart 2010-2011” prepared by Bruce Proud.

Teachers

Management’s health insurance idea was not included because it was not presented as a proposal.

Management’s proposal on terminal pay was included.

Management asked for clarification on para contract section XV, page 5. Clarification by MEA means moving duration out for 3 years.

Management distributed “School District of Manatee County/Manatee Education Association Bargaining 2010-2011” prepared by Darcy Hopko. Management used numbers prepared by MEA.

Article 1, Section 2 – Management asked if both parties were in agreement. Management thought so.

MEA indicated that we had agreement.

Article V, Section 6(b) – 12/15/10 removed from table. This item was removed from the bargaining table in a meeting with MEA and management in management’s office. Management indicated that they have the authority to remove this language as well as supplements.

Page 2, article 12, section 1 - \$5000 at top was typo.

Health insurance – MEA questioned where the parties are on this issue. Management stated that management’s proposal is their original proposal unless both parties can come up with something different. The risk manager is on leave until 2/1/11. Nancy Paradise would be the one to be included in discussions.

Page 4, article 13 – MEA questioned the “no salary increase” statement under “SDMC position” because salary is addressed in article 12. Management will separate that out. Also, MEA also questioned on the same row “1% salary increase and \$500 at top of scale.” Management acknowledged that this will be corrected, and it is in the wrong place.

Paraprofessionals

Para language in management’s document does not include language relating to working 20 hours to be eligible for benefits.

Management did not address duration dates. Management considers it clerical but doesn't see disagreement at all.

Management page 1 – New IV – Management indicated that it could agree to possibly include rights if exempted from grievance process. This is the position of district. Management's rationale is that the district has parallel right in other contract in district (AFSCME). The grievance process can go to steps 1 and 2 but cannot go beyond.

Regarding political activity management's rationale is that employees already have rights under US & FL constitution. Furthermore, management believes that if someone uses inappropriate language that person could grieve it because they have right to free speech. Management believes this would be grieving every free speech right that individuals have. Management's position is that employees have a right under the constitution but not in contract.

MEA agrees that employees can challenge free speech rights in court. MEA's attempt is to address these issues in a less expensive venue. MEA is unsure why the district would prefer a more expensive, complicated venue.

Management restated management's belief that any kind of reprimand would be grieved under every right we have. Management believes that having attorneys involved is an accommodation, and it has worked out. Furthermore, management indicated that this demonstrated some movement on management's part.

MEA indicated that it's MEA's intention is to make it grievable. This also applies to reprimands in paraprofessional contract provisions. MEA believes that MEA has plenty of justification to appeal reprimands issued by administrators. Currently, there is no avenue to appeal except for writing a rebuttal. However, this doesn't address erroneous information placed in an employee's file.

Management stated that the recourse is to go to court.

MEA stated that that's more expensive.

Management indicated that if something isn't correct it will be handled at the lowest level. Furthermore, if something isn't correct the superintendent wouldn't go along with something that's wrong.

MEA stated that there is no process for challenging a reprimand.

Management asked if MEA had any other clarifications.

MEA asked to what the "see attached" statement on management's page 3, XII, Section 5 referred.

Management responded that it refers to Mercer proposal of 10/2/10.

MEA asked where both parties go from here.

Management wants to meet with management's team and the superintendent to see where the parties are and then set another day. Management stated that this exercise has been helpful to management's chief negotiator to see where we are as it was getting confusing. Management wants to suggest meeting with management's team next week, executive session on 1/10/11 and meet with MEA the week of 1/17/11.

Future meeting date – Management will send MEA some dates.

Adjourned at 3:45 p.m.