

Chariho School Committee Meeting
2nd Executive Session Minutes – November 29, 2016
**NEA ESP Contract Negotiation Update – Minutes sealed until an agreement is reached.
Minutes unsealed December 13, 2016.**

Committee Members Present: Chair Sylvia Stanley, Vice Chair Ryan Callahan, Ronald Areglado, Donna Chambers, Catherine Giusti, Stephen Huzyk, Clay Johnson, Craig Louzon, Lisa Macaruso, Georgia Ure and Melania van der Hoof. Absent: Andrew Webb.

Administrators Present: Superintendent Barry Ricci and Assistant Superintendent Jane Daly.

Also in Attendance: Attorney for the School Committee Jon Anderson and School Committee Clerk Donna Sieczkiewicz.

XI-1. NEA ESP Contract Negotiation Update

Superintendent Ricci informed the Committee that the last proposal sent to ESP was rejected (this was included in the packet). Also in the packet is a draft copy of the letter he would like to send to ESP. ESP has requested arbitration so this has been scheduled for December 14th from Noon to 8:00 PM and December 29th from 8:00 to 4:00. The time frame for December 14th allows ESP to work part of the day; the second date is during the Holiday recess. When they filed for arbitration, there were two articles remaining (salary and benefits); that leaves the rest of the contract open. He would like authorization to have Jon inform ESP that the only thing we wish to arbitrate is retroactive pay and that arbitration will be binding. If ESP does not agree to this, then the whole contract is open. Donna asked if the School Committee insists on this, does ESP have to comply to which the Superintendent replied “no, but your fallback is the whole contract.” Donna made a motion, which was seconded by Craig for discussion purposes, to authorize Jon to inform ESP that the only thing the School Committee wishes to arbitrate is retroactive pay and that arbitration will be binding. Craig stated that he realizes where the Superintendent is going with this but noted his concern with the fact that the School Committee previously voted to not endorse binding arbitration. Jon responded that they can distinguish this. If they agree to the proposal, the only regard is to retroactive pay. The decision was made by the School Committee, not the State House. Ron felt that, in view of the historical travel of this negotiation, he thinks this issue is critical as they have a lot more to lose if they open the whole contract. He likes the strategy as this would have been put to bed if union leadership had been more forthcoming. Donna added that they have lost the opportunity to save on healthcare and the longer this goes on, the more they will lose with that. Steve questioned if they agree to binding arbitration, does the issue of retroactive pay take effect when the contract is signed? The Superintendent responded that you can take your case to the arbitrator but he will decide and both sides have to live with this decision. The arbitrator has the freedom to look at different options. The simplest way would be to have the rate go into effect on the day you ratify the contract. Jon explained that the arbitrator is an attorney from Matt Oliverio’s office (he is an attorney for East Greenwich School Committee). Both sides have agreed to use him. Catherine asked for clarification as to what the changes were from when negotiations first began because the money looks to be about the same. It was explained that the issue then was spousal coverage and the School Committee Subcommittee did concede somewhat on this. Lisa questioned if they enter into binding arbitration, can the School Committee reconcile the legal fees if they are successful? Jon explained that State law requires that each party split the cost of the arbitrator even though it was not the School Committee’s decision to go this route. His fees are part of his retainer. Clay questioned their strategy to which the Superintendent replied that he is not sure as nothing they are doing makes sense. Craig applauded the Superintendent on his plan but disagreed on the binding arbitration piece. Ron asked if the letter would drop before arbitration begins to which the Superintendent responded that he will address this next. Georgia asked for some numbers. Worse case scenario is 2%, 2%, 2%; what does that add up to. Superintendent Ricci replied, “about \$35,000 through the

middle of November for retroactive pay. Georgia asked what this would be over the three-year period and how it would affect the budget? The Superintendent responded that this is just for the retroactive period to which Ron added that the money is in this year's budget (2016-2017). Jon and Donna agreed that the big thing was principle. Superintendent Ricci added that they wanted to give more money to Schedule II employees to bring them up to market rate; ESP did not want this. They were very willing to lower the salary of the new people to make up the difference for retroactive pay.

Donna Chambers made a motion, seconded by Craig Louzon and it was VOTED: To authorize Jon to inform ESP that the only thing the School Committee wishes to arbitrate is retroactive pay and that arbitration will be binding. In favor: Unanimous.

The Superintendent noted that the second item for discussion pertains to an invitation he received about a month ago from the Union requesting that he present the contract to the Union membership. He held off on drafting the letter (that was included in the packet) because things were happening but then they stopped. He is requesting approval of the letter and also discretion as to when to present it to the ESP Union. It is all about timing. He would like to settle this before going to arbitration. Steve made a motion, which was seconded by Donna, to approve the letter drafted by the Superintendent (that was included in the packet) and give the Superintendent discretion as to when he would like to present it to the ESP Union. Clay questioned how the Superintendent envisioned this being settled if he sent the letter to which the Superintendent replied that sometimes a little pressure causes people to react. The membership clearly does not know what has been going on. The School Committee made a concession to get Diane to sign the Tentative Agreement and they do not know about that. Clay asked if this would be an open letter to the membership. The Superintendent responded "yes." He will let her know that he is taking her up on her invitation to present to the membership. Ron stated that he read the letter with the understanding of who will be the bad guy and he feels it is value-neutral. It is fact and if he was in the Union, he would think again. It was well crafted. Steve noted that he is in agreement to give the Superintendent autonomy to send the letter when he feels it is necessary but he is playing the devil's advocate and wondering how will they spin this? The Superintendent requested feedback from the Committee. Donna agreed with Ron; it is factual and details the history of what has transpired. Catherine asked if anyone had taken a read of the tone of the others outside of the Union representatives? The Superintendent stated that people just want it done. Ron commented that some of the activity around this negotiation is rather unusual – he has never seen where a Union has invited a Superintendent to present the contract to its membership. He feels that people might blame the "new" School Committee for going public. Lisa wanted confirmation that this would not be viewed as an Unfair Labor Practice to which Jon responded, "the Union invited us." He agreed with Ron; this is unusual. It is not an ULP because of the invitation. Georgia asked what the arbitrator would think of the letter? Jon replied that he would like to give this to the arbitrator as it spells out the facts. If the arbitrator asks why we went public, we have proof that we were invited. Sylvia questioned what the cost of arbitration would be to which Jon responded that the arbitrator gets \$300 per hour which is split by both parties. Craig asked who paid ESP's share – the local or greater NEA to which Jon replied that he did not know. Lisa noted that they still have to maintain a rapport with the ESP staff. They need to maintain a good relationship and she feels the letter serves this purpose as well. Steve questioned what the downside of not sending the letter would be. The Superintendent noted that ESP membership will never know the story or the history. We have minutes to back this up. Steve asked if anyone saw any damage the School Committee would do by sending the letter to which Jon replied that maybe they misread Diane and she does want to settle this. Melania stated that if she read the letter in the newspaper, at least she would know what the School Committee was doing. She thinks people will understand it. It is her opinion but she feels people want to know. Catherine asked what if the letter does not come from the Superintendent to which the Superintendent replied "that they asked for him; not anyone else." Chair Stanley felt that they are responsible for taxpayer money and the education of the kids. People will see that. The Superintendent noted

that the letter would be sent accompanied by the contract with the changes noted in red. Ron asked if he would also include the signed TA to which the Superintendent responded that would be up to Jon. Jon noted that the parties did not sign off on the 9/28 proposal so this could be considered to be cherry picking as they could not include this.

Steve Huzyk made a motion, seconded by Donna Chambers and it was VOTED: To approve the letter drafted by the Superintendent (that was included in the packet) and give the Superintendent discretion as to when he would like to present it to the ESP Union. In favor: Unanimous.

Discussion then centered on health care. The Superintendent stated that Blue Cross will take a change as late as Friday of this week for implementation on January 1, 2017 or they will allow the package to be changed effective February 1, 2017 if the Union agrees to what we have requested. This includes the spousal health insurance redesign. If we don't have the redesign agreed to, we will lose more money. The other strategy would be to just implement it anyway. Donna asked what the consequences would be to which the Superintendent responded that implementing a contract change that has not been ratified would be an Unfair Labor Practice. Jon added that ESP does not have a contract right now as it expired on July 1, 2016. The longer retroactive pay is delayed; there will be less money to give in the form of pay increases. He believes they know this. Ron noted that he is disinclined to go forward without a signed agreement. If they end up going into full negotiations, the landscape will turn. He hopes that sensibility prevails. Lisa agreed with Ron. Jon added that they would file an ULP complaint and would win at the Labor Board but once it got to Superior Court, they would uphold it because the contract has expired. The big mistake ESP made was firing the mediator. It is your call. We can see how we make out with narrowing the scope of negotiations. If they don't agree to this, the School Committee may have to reconvene to decide next steps. Catherine questioned what the change is to health care to which the Superintendent replied they would be required to pay a \$250 deductible for some services. Jon's point is a good one. If they agree to arbitrate only retroactive pay, everything else is already agreed to so we can move forward with implementing the health plan redesign. Lisa asked if a motion would be needed or just a consensus. Chair Stanley felt a vote was better. The Superintendent stated that the vote could be to authorize the Chair to make the decision. Jon stated that they should know by tomorrow if they have agreed to go with binding arbitration and just discuss retroactive pay. The Superintendent recommended that the Committee authorize him to implement redesign of the plan no later than February 1, 2017 if the Union President agrees to binding arbitration and discussion only on retroactive pay. Georgia stated that she would like the attorney's recommendation to which Jon replied that he agrees with the Superintendent's recommendation.

Lisa Macaruso made a motion, seconded by Ronald Areglado and it was VOTED: To authorize the Superintendent to implement redesign of the health care plan effective no later than February 1, 2017 if the Union President agrees to binding arbitration and discussion only on retroactive pay. In favor: Unanimous.

The Committee moved to discussion pertaining to NEA Chariho Certified Contract Negotiations (Craig Louzon exited at 8:53 PM due to a conflict).

Donna Sieczkiewicz, Clerk