

Chariho School Committee Negotiation Subcommittee Meeting
Executive Session Minutes – December 20, 2016
NEA Chariho Certified Negotiation Update
Minutes to remain sealed until an agreement is reached – Unsealed 1/17/17

Committee Members Present: Chair Sylvia Stanley, Stephen Huzyk and Clay Johnson.
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.

NEA Chariho Attendees: NEARI Representative Patrick Crowley, NEA Chariho President Vin Levcowich, NEA Chariho Vice President Jeanne Ross, NEA Chariho Secretary Kim St. Clair and NEA Chariho Member Richard Vincent.

II. Executive Session

Superintendent Ricci stated that Jane is in attendance (she makes #6 for the District) because he has to step out to go to the Richmond Town Council Meeting for 7:00 PM. If NEA is uncomfortable with this, she can leave the room and return after he exits. Vin noted that they were fine with Jane staying. The Superintendent commented that the parties were there to develop a framework for negotiations. The School Committee views the relationship with NEA Chariho as positive and constructive and would prefer a quick, limited negotiation process. They were unsure of what Vin's response to a limited negotiation meant. Patrick noted there were three areas the Union would like to address: 1) Wages and Benefits; 2) Professional Issues; and 3) Language Clean Up. There were recent rulings around notification to negotiate so NEA will have to send another letter in January - this is an example of language that needs to be cleaned up. As for professional issues, they would like a little more say in things. When they talk "concepts", there are 7 or 8 different articles that could relate to one concept (i.e. teacher work day). If they can figure out common ground, there would be easier flow to the contract. He distributed a copy of what NEA Chariho gave to their members. They would like to structure negotiations so that conversations can be more meaningful and constructive. They also want to set timelines for this. (i.e. if they don't meet a deadline for settling the contract, they can decide up front that mediation is the next step). He feels it would be beneficial to have a mediator come to the first meeting so this person will know each side's direction. If both parties feel that mediation won't work by the date set, they could agree up front to binding arbitration. We should position ourselves to get to an agreement; he doesn't want to pull procedural moves at the end. He feels by going this route this will make conversations more meaningful. Superintendent Ricci questioned if Patrick was suggesting that formal proposals not be exchanged up front? Patrick responded that they want a wage increase and keep health benefits as they are. They have a proposal ready for teacher work days (i.e. early release days are a problem). Superintendent Ricci stated that there are two ways negotiations have gone in the past; exchanging of proposals or a conversation about what each side needs (with no documents). Patrick stated that they could exchange discussion on what works or what doesn't work; they should focus on things that need to be fixed. He wants to avoid the frustrations on both sides. He wants the conversations to get them to a place to be productive. Clay noted that he feels this is what the School Committee wants; having conversations up front makes sense. Steve commented that he assumes NEA wants the School Committee to come back with three concepts/categories. Vin replied that he does not want to limit it. They have been working on this for over a year and he wants to be able to have a discussion about what is needed (the union's feelings). He, too, wants to avoid frustration. Chair Stanley stated that she feels they are looking at opening the whole contract for negotiation to which Vin responded that there are some gray areas in the contract. They want to reduce this; they want it to be black and white. He feels there are some things in the contract that are just for a few people. Chair Stanley asked if they agreed they would start with Article I and go through the whole contract. Patrick, as an example, noted they would like more flexibility around PTO time (there are at

least three articles and an amendment on this topic alone). Look at how it works in the real world. In one sense, Sylvia is right. There could be a lot of articles in the contract under discussion. Presenting just three each doesn't begin to touch on what the members want. Vin added that even if they do just pick three, those are the three that will take a lot of time. As for a proposal exchange, here are their issues – PTO, class size, etc. Chair Stanley stated her concern with setting a time limit. She feels they will be rushing through items because the deadline is nearing. She prefers to spend more time on each issue. Vin replied that he does not see a problem if progress is being made. Each side can agree to extend the deadline. Chair Stanley responded that she is not comfortable putting down dates. Steve noted that he likes the idea of open communication; they can dig deeper on some issues. He has a “fear of the unknown” as this is uncharted territory. He does not agree with setting deadline dates. Clay added that if they are dealing openly and with trust, they don't need to set dates up front. Patrick asked, “What about binding arbitration – setting that up front?” They will not be keeping information from their members. They have already given them the contract language and what they are going to propose. He doesn't want to frustrate members by giving them a final product without any information throughout the process. He also wants to allow them to come and sit in on negotiations (in the back) but not participate. The School Committee should hear concerns from their members who are experiencing them. Members should know that if both parties don't come to an agreement, there is a plan in place. Patrick added that one of the ground rules in the previous negotiation was the discussion not be shared so conversations remained at the table. The Superintendent explained that the School Committee is in executive session when they discuss negotiations. They could open this up to the public. He feels to accomplish both goals, the School Committee could keep their discussion in executive session but both parties would develop and agree to a brief summary that is given out every two weeks or so. Patrick replied that he doesn't feel that media should be part of the conversation. Chair Stanley asked, “What if you shared with your membership and the subcommittee shared with the full School Committee but agree that it would just be kept between these two groups?” Patrick replied that agreements in the past were closed. This is not going to happen that it remains this way when they share information with their members. The Superintendent exited the meeting at 6:46 PM. Jane stated that the School Committee has a responsibility to share this with the community just like NEA has the responsibility to share it with its members. Chair Stanley stated that she would like to avoid having three School Committee members negotiating with 25 or more NEA members. She does not want other members brought in. She has no problem if they go to their members or go public but she only wants the members of the negotiation subcommittees to do the negotiating. Jon agreed. School Committee members are elected by the public. Union leaders are elected by their members. When you expand negotiations to include a lot of people, it becomes a lot of theatre. He does not feel this would be productive. When both parties come to an agreement, this is what is carried to the finish line. Patrick felt that those who “live it every day” should be allowed to present or explain an issue they have. Steve disagreed. He has no problem sharing this with the public but does not believe in an open-door policy. Patrick stated that he does not believe a bulletin that is issued every two weeks or so will work as it could take that long just to come to an agreement on what to put in the bulletin. Clay offered an analogy to what NEA proposed. That would be like the School Committee bringing in all of the taxpayers. He doesn't feel that they will get everyone to where each person wants them to be. Chair Stanley added that they have three Town Councils and three towns of taxpayers they have to please. Patrick noted that many of the teachers are part of the community. He feels if both groups agree to binding arbitration up front it will stop the grandstanding. Discussion ensued on the fact that binding arbitration is only binding on language not on the financial part of the contract. If the School Committee does not agree to the language changes and this goes to binding arbitration and the arbitrator agrees to the change, this means the School Committee will not have the opportunity to “negotiate” the change. Jon shared his concerns, in agreement with Steve, regarding deadlines. He feels that people could just sit tight and allow the deadline to come and go. And who is the mediator? Patrick replied that they could agree ahead of time on who the “mediator on call” would be. Jane asked if any district that Patrick represents has

used this process to which Patrick responded “parts of it.” Jane noted that she is hearing conflicting things; structurally they don’t mesh. It would be collaborative bargaining but then the parties will be forced to go to mediation. That is not collaborative. Chair Stanley noted that she has no problem with starting with Article I and negotiating the entire contract and she asked if anyone had an issue with that. Steve stated that he does not have a problem with looking at concepts/categories but he does have a problem with setting a date for mediation. They could agree, however, that if they reach a certain date and they haven’t reached an agreement, mediation could then be discussed. Clay agreed. Setting a date makes it seem like we are already going to fail before we even start. Let’s get started first. He has no problem with negotiating the whole contract. Patrick clarified Steve’s recommendation. Have a “check-in” date and figure out at that time which direction they want to go? Steve replied that they could unilaterally decide on this date whether or not they need to set a date to go to mediation. Patrick noted that under the law either side can decide, after thirty days, if they want to go to mediation. Statutorily they have this right but if they agree to this and one side decides not to follow this; that would be unfair bargaining. Discussion returned to allowing more people to participate. Jon felt the more people they inject in the process, the more complicated it will be. Vin replied that if they set up front that no one else can participate; this will not fly for him. Jon and Sylvia both responded that this was not what they were saying. The more NEA communicates with its members, the better it will be. They just do not want all of these people included in the process. Vin requested time to caucus with his group. The School Committee Subcommittee left the room at 7:25 PM.

Clay stated that he feels if they share with their group, the School Committee should be able to share as well to which Jon explained that if there are no guidelines or ground rules set, the information can be shared. He added that nothing will get done if there are a lot of people in the room. NEA requested that Sylvia come out so they could speak with her. Jon accompanied her. They left at 7:29 PM and returned at 7:30 PM. Chair Stanley reported that NEA stated that if the School Committee agrees to only five people negotiating for each side and binding arbitration, they will try to sell it to their membership. Jon again reiterated that he is not going to recommend binding arbitration to the School Committee not knowing who the mediator/arbitrator is. The Superintendent returned from the Richmond Town Council meeting at 7:40 PM. He was apprised of what had transpired since he was gone. He summarized the feelings of the Subcommittee; they are not opposed to negotiating based on concepts as the School Committee has some of their own but they are not in favor of agreeing to binding arbitration. If the Committee authorizes him to do so, he would not mind sitting with Vin to develop procedures for negotiating. If they bring people in during open session, he would recommend that the Committee not go into executive session and keep everything public. The Subcommittee was in agreement and they rejoined NEA at 7:58 PM.

Superintendent Ricci shared with NEA the feelings of the Subcommittee as noted above. Patrick questioned if the Superintendent’s meeting with Vin would be to discuss binding arbitration or a date for this to which the Superintendent replied that they would not be agreeing to binding arbitration at this time. Vin stated that if binding arbitration is off the table, there is not much to discuss. Patrick added that they could discuss setting ground rules at the first meeting to which the Subcommittee responded that they thought this was the first meeting and this is what would be discussed. The Superintendent noted that they have a lot to talk about before the next meeting (i.e. going public, sharing proposals, etc.) which has not been decided. They can’t proceed with no ground rules in place. Chair Stanley asked Vin if he would be agreeable to sitting with the Superintendent to discuss ground rules? Vin responded that he is not agreeing to not let members know what is going on and whether or not they will be coming in. Again it was explained that it was not an issue of letting members know what was going on, the issues was about the number of people who will be involved. Patrick stated that the chance of agreeing to ground rules is limited. Chair Stanley commented that with no ground rules that means they could have everyone present who wants to come. Jon felt they should sit down and

set some ground rules. Steve noted his disappointment. He thought they would be discussing concepts and did not realize there would be a hard line drawn – if the School Committee doesn't agree to binding arbitration, they won't go forward. Patrick replied that he feels it is the School Committee saying, their way or no way to which Jon responded the Subcommittee is willing to discuss NEA's idea of concepts. Superintendent Ricci again clarified for NEA that as of this date, December 20, 2016, the School Committee is not interested in agreeing to binding arbitration but the School Committee is interested in discussing some of NEA's ideas regarding concepts and setting ground rules. Patrick stated they can discuss this at the first meeting but it is their position there will be no ground rules. Patrick compared what NEA Chariho receives versus what their peers receive; they feel they are underpaid and more is expected of them than in other districts. Steve again stated his disappointment in the fact that they didn't get a chance to discuss concepts as he would have liked to hear what they had to say. Jon noted the frustration they are all feeling; he does not feel they will get anywhere this evening. Patrick commented that they will have their own negotiating team and when asked how many, he replied "12". Chair Stanley responded that they will then have to have the entire School Committee present. As for setting a date for the next meeting, Patrick said it would have to be some time after Martin Luther King Day. The date and place will need to be determined. Superintendent Ricci stated that the Subcommittee will need to talk with the School Committee. He noted that the offer is still on the table if NEA wants to discuss developing a draft set of ground rules.

Clay Johnson made a motion, seconded by Stephen Huzyk and it was VOTED: To close executive session at 8:16 PM and return to open session. In favor: Unanimous.

NEA Chariho left the meeting at this time.

Donna Sieczkiewicz, Clerk