

Dover Sherborn School Committee Negotiation

Executive Session

October 27, 2016

DSMS Library

Minutes

Bill McAlduff

Joan Stein

Carolyn Ringel

Clare Graham

Greg Garland

Henry Spalding

Kate Potter

Mark Brandon

Robyn Hunter

Laura McGovern, DSHS

Leonie Glen, DSMS

Ashley Adams, MTA

Keith Kaplan, DSEA President

Anna Martinetti, Pine Hill

Robin Mansfield, Pine Hill

Renee Grady, Chickering

Michelle Hugo, Chickering

Carol Spezzano, DSHS

Meeting called to order 6:03 pm in Open Session; roll call vote to enter executive session not to return to open session.

- 1) Reconfirmed meeting dates and times. (see minutes from 9/29)

Next meeting:11/16

- 2) Ground Rules: agreed to changes on 2, 6, 7. #8 proposal- "However, until Dec 18, 2016 parties ... (as stated in proposal)". All agreed to change.
- 3) Proposal from teachers.
 - a. Compensation- will be more helpful if it is a conversation rather than a demand of a certain amount from the teachers. Would like to share information to craft a solution.
 - b. Dignity and respect
 - c. Elementary workload will be proposed
 - d. Professional development- want to discuss concerns
 - e. Compensation for covering another class- want to discourage practice so want to increase amount paid for such coverage
- 4) Proposal from SC
 - a. Article 1 Recognition- delete SPED team chairs as position created after last contract-clarification and SPED OOD coordinator
 - i. Question from MTA- wants to see job posting- what is the job?
 - b. Article 22- change in procedure when educator absent for sick days

- 5) SC: Look forward to hearing about items 1, 3, 4 of MTA proposal (compensation, workload, prof development) on Nov. 16
- a. Asked MTA for list of comparable school districts they are using
 - b. SC will provide duties and job posting from Article 1 proposal
 - i. MTA asked why we wanted to exclude these people- SC responded bc they do not provide direct services to students
 - ii. Question: was there any bargaining around the salary, etc of these positions?
No
 - c. MTA question- has there been a pattern of abuse of sick time? Why make the change?
SC: Looked at comparables- 7 was an outlier.

Adjourned 7:14 pm.

Submitted by Carolyn Ringel

Oct 27, 2016
DSEA

The Dover-Sherborn Education Association makes this initial proposal for changes to the 2014-2017 collective bargaining agreement between the Dover School Committee, the Sherborn School Committee, the Dover-Sherborn Regional School Committee and the Dover-Sherborn Education Association. We reserve the right to add to, change, or delete any of these proposals.

1. **Compensation:**

Wages: The salary scale (with the exception of the top step) has been frozen for six years (including this one), causing wages to stagnate, and diminishing our wages relative to our comparable districts. We would like to discuss how we might address this in our new agreement.

Longevity: We would like to discuss this in the context of an overall increase to our compensation.

2. **Mutual Respect:** Add a new section as follows:

Article 5. E. Dignity and Respect

Inappropriate forms of communication, including but not limited to bullying, demeaning, or otherwise unprofessional comments directed at a staff member, shall not be tolerated. Administrators shall not criticize or discipline staff members publically, or in the presence of parents, students or other employees not superior to the employee (except those chosen by the staff member to represent him or her). In all instances of discipline, correction, or criticism, comments will be made respectfully.

3. **Elementary teaching hour and workload proposal:** To be proposed

4. **Professional Development:**

We are very concerned with what we see as the generally poor professional development that is currently offered in our school district. We'd like to discuss how we might improve it; and how we might add language to our contract that would memorialize how we would do things differently in this regard.

5. **Pay for teachers substituting for other teachers:**

The practice of having teachers using their preparation periods to cover for absent teachers has a negative impact on our ability to provide the high level of education we want to provide in this school district. Accordingly, we seek to greatly increase the cost of the practice, not just to adequately compensate teachers who are losing their preps, but to discourage the practice. We would like this proposal to end up costing the School District *less* money than the current practice, by so discouraging it that it doesn't occur.

Change the current language as follows:

Article 17. I. Loss of Preparation Time - In those grade K-12 classes where regular substitutes are not available and a regular educator voluntarily agrees to serve as a substitute during his/her non-teaching time, that educator will be paid \$60 for each period he/she covers. This does not apply to an emergency coverage situation that develops after the opening of a school day. The Administrators of the school or program will make such arrangements. The provision for payment will also be applicable to K-5 educators who cover for specialists who are not replaced with a substitute.

OCT. 27
SCNT + DSEA

The Collective Bargaining Ground Rules, agreed October 27, 2016

1. Participants shall be respectful of each other during the negotiation process.
2. Bargaining sessions will be ~~closed to the general public~~ held in executive session. Attendance will be limited to bargaining team members with the exception of people who may be brought in by either party, provided the other party receives at least 48 hours' notice, ~~and further agreed that replacement members may substitute for bargaining team members when necessary without notice.~~
3. All bargaining sessions will start and end on time unless there is agreement by both parties to extend the session. If a cancellation is necessary, notice shall be given as soon as possible but in no case with fewer than 48-hours' notice.
4. All new proposals must be presented by the beginning of the third meeting, now scheduled for November 16th, 2016.
5. Either party may call a caucus at any time, but must commit to the length of time necessary to caucus.
6. Each party will have full authorization to make proposals, counter-proposals and tentative agreements. All initial proposals and tentative agreements will be made in writing. All tentative agreements shall be signed and dated by the parties at or prior to the next meeting. When a tentative agreement is reached between the parties, it shall remain in agreement until and unless the parties agree to dissolve it or complete agreement is not reached.
7. All members of the negotiating teams are to support the tentative agreements. All tentative agreements are tentative until ratified by all parties.
8. The parties are free to discuss negotiations with their respective ~~constituencies~~ members. In communication with their respective members about bargaining, the parties will make it clear that the information that they are communicating should be treated confidentially, and not discussed with members of the public.
9. However, until such time as negotiations are completed (currently scheduled for December 17, 2016, but subject to extension by mutual agreement) ~~the conclusion of negotiations scheduled for December 17th, 2016,~~ the parties agree not to issue any press releases or other public statements concerning the specifics of ongoing negotiations. ~~Additionally, in communication with their respective constituencies about bargaining, the parties will make it clear that the information that they are communicating should be treated confidentially, and not discussed with members of the public.~~

**DOVER_SHERBORN SCHOOL COMMITTEES' PROPOSAL #1
10/27/16**

Article 1 – Recognition--Current

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees in Dover, Sherborn and the Dover-Sherborn Regional School System as defined below:

- a. all Teachers (hereto collectively referred to as educators unless otherwise specifically identified)
- b. all Department Heads
- c. all Special Teachers, i.e., Reading, Speech-Language, Guidance, and any other special teaching position that shall develop within the school systems
- d. all Certified Librarians
- e. all Certified School Nurses
- f. Occupational/Physical Therapists applies to those employed by Dover, Sherborn and/or the Dover- Sherborn Regional School system. Those working as independent contractors are excluded.
- g. Special Education Out-of-District coordinator subject to review of change in current setting
- h. all positions listed under Appendix C
- i. all Administrative Personnel, including the Information Technology Director, the METCO Director, the Guidance Director; Administrator of Special Education; the Athletic Director; and the Community Education Director are excluded

Article 1 – Recognition--Proposed

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees in Dover, Sherborn and the Dover-Sherborn Regional School System as defined below:

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Clare Graham 10/20/2016 1:14 PM
Deleted: Special Education Out-of-District coordinator subject to review of change in current setting .

Exclude Elementary/MS/HS Team Chairs, new positions during this contract

**DOVER-SHERBORN SCHOOL COMMITTEES' PROPOSAL #2
10/27/16**

Article 22-Current

A (3) After an educator has been absent on sick leave for seven (7) consecutive school days, the Committee may require medical evidence to determine the educator's eligibility for sick leave pay. In addition, the Committee may require examination by a doctor of its choosing. If so, the Committee shall pay for the doctor.

Article 22-Proposed

A (3) ~~The Superintendent~~ may require medical evidence to determine the educator's eligibility for sick leave pay. In addition, the ~~Superintendent~~ may require examination by a doctor of its choosing. If so, the Committee shall pay for the doctor.

Clare Graham 10/20/2016 1:22 PM
Deleted:) After an educator has been absent on sick leave for seven (7) consecutive school days, the Committee
Clare Graham 10/20/2016 1:22 PM
Deleted: Committee