

Random Notes

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Negotiations Move Forward, but Health Care, “Me-Too” Clause Threaten Progress

AEA negotiators have been holding twice-a-week all day sessions with the Board’s negotiating team in recent weeks, and while progress is being made, two huge issues could potentially cause the talks to grind to a halt. Both issues stem from agreements reached during the last round of talks in 2005 (we agreed to extend the contract in 2006); one is actual contract language, the other a memorandum of understanding (MOU) which also appears in the current contract. MOU’s carry as much weight as ordinary contract language.

“Me-Too”

Section 14.01 of the current CBA reads, in part:

“During the term of this Agreement, should any other bargaining unit in the district receive any wage or benefit enhancements that exceed those contained in this agreement, the AEA bargaining unit shall receive such wages or benefits retroactive to the date such wages or benefits went into effect.”

Known as a “Me-Too” clause, this language was agreed to and signed by the Board’s negotiating team in August, 2005, as negotiations were concluding. When we agreed in May, 2006, to extend the existing contract for one year, the language was included in the extension:

“The Akron Education Association (AEA) and the Akron Board of Education (Board) are parties to an existing collective bargaining agreement for the period of July 1, 2005, to June 30, 2006. The AEA and the Board desire to enter into a one-year extension of the existing contract upon all of the same terms and conditions contained in the existing agreement.” (Italicized emphasis added.) Members voted to ratify this language, in effect adding an additional year to a contract that was due to expire. At no time did any representative from the board seek to remove the “Me-Too” language from the existing contract language either before or after members ratified the extension.

In July of 2006, the Board granted a 1% pay increase to members of another bargaining unit in Akron, a fact that we did not learn about until we requested from their attorney a summary of all wage and fringe benefit language for each bargaining unit

in the district. It is important to note that the chief negotiator for the Board who bargained with us is the same negotiator who bargained with the unit that received the July ’06 adjustment, yet no effort was made by the negotiator to advise us that our “Me-Too” language would be triggered by the granting of the 1% raise.

Shortly after receiving the summary, we raised the issue through correspondence with counsel for the Board dated January 25, 2007. Since then, we have written two additional letters (March 12 and April 20), attempted to discuss the issue in the presence of the mediator overseeing the current round of talks (Board counsel’s reply was non-responsive) and spoken personally to the President of the Board. As of this date, we still have no reply from anyone at 70 North Broadway.

This matter involves an expense to the Board. The resolution to it has an impact on the current contract negotiations. Whether it is resolved short of formal action by us remains to be seen.

Health Care MOU

As in the case of the “Me-Too” clause, the Agreement includes an MOU concerning health care coverage which reads, in part:

“In addition to the Committee’s (Health Benefits Advisory Committee) charge as presently defined in Section 9.14, the Committee shall make recommendations to the district’s bargaining teams for ways to reduce health care costs to the district. The Committee shall make its recommendations not later than February 28, 2006.”

During the last round of talks, the Board came to the

table with a full menu of health care concessions. Problem was, for some of the concessions they sought, they were unable to state how much in savings each would generate. Their goal really wasn't to save on health care, they would have been perfectly happy to just pass costs on to members. But there was another problem: the Board was negotiating with all bargaining units at the time, and in addition to their own attorney (who was negotiating with us), they had hired two law firms to handle talks with other units. The result was that three different entities were attempting to negotiate health care concessions for the Board, and none of them, as far as we could tell, were on the same page.

The MOU quoted above was originally proposed by the Board's team. The intent, based on discussions at the time, was to resolve the immediate problem of hastily negotiating health care coverage by creating a forum in which "multi-unit bargaining" could take place to devise ways of saving on health care costs, which could include requiring employees to pay more for their coverage. Multi-unit bargaining on health care is becoming increasingly popular. Simply put, it is a process whereby medical coverage is negotiated in a committee setting with all of the bargaining units represented and involved. Agreements are reached through this process, thereby eliminating the need for health care negotiations by individual units during traditional bargaining.

Not once since it was signed has the Board sought to convene the Health Benefits Advisory Committee for the purpose outlined in the MOU.

It is critical to note the date by which the Committee was to report its recommendations: February 28. The date wasn't picked out of a hat; it is the date immediately before negotiations for a new contract were expected to begin. Now, two years later, we're back where we started with no recommendations from the Committee and outrageous proposals from the Board to shift health care costs to employees.

Thusfar, the Board has pooh-poohed their failure to lead this Committee. It was their idea, it's their insurance consultant with whom we work, and it has historically been at their call that the Committee meets. Notwithstanding our repeated reminders dating back to the fall of 2005, they elected not to pursue the opportunity presented by the MOU. Lest the Board believe that their (in)action has been anything other than bad-faith bargaining, they should be reminded that they signed yet another MOU in "good faith" which they ignored just as thoroughly.

Members may recall the discussion of a retirement incentive two years ago. The parties signed an MOU—in good faith—establishing a joint labor-management committee to study the feasibility of such an incentive. A consultant was retained whose job was to meet with the Treasurer to determine whether an incentive would work for Akron. After months of on again, off again discussions between the two and some wrangling over financial information requested by the consultant, the study just went away.

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As with health care, in spite of our regular and frequent inquiries, the Labor-Management Committee never met and the consultant never offered a report.



Ja A Nutshell

Few Tix Remain For AEA Night at Stadium



We have less than twenty tickets remaining for AEA Night at the Stadium June 1. Members who still wish to purchase game and picnic tickets can send their forms to AEA prior to May 28th.

Officers, Trustees Elected

The following members have been elected to the AEA Board of Trustees: **Ben Terril**, Buchtel (Buchtel Secondary), **Nina Robishaw**, Garfield (Garfield Secondary), **Aileen Mullaney**, Child Study (Kenmore Secondary) and **Aaron Merz**, North (North Secondary). Secondary seats remain open in the following clusters: East (East, Goodyear, Adult Basic Ed., Ott Staff Development Center); Ellet (Ellet, Hyre, Adult Vocational Ed.); Firestone (Firestone, Litchfield, Miller-South). Please contact the office if you are interested in any open positions.

Trustees Send Dues Question to Membership

AEA Trustees have voted to poll the membership on the question of a dues increase. A committee of the Trustees (**John Robishaw**, Treasurer; **Mike Rusnak**, Vice President; **Ranay Hatherill**, Vice President; **Jeff Moats**, Vice President; **Jim Perge**, Grievance Cte; **Janelle Brown**, Erie Island (At-Large); **Anne Griffith**, Legislative Cte.) has recommended to the Board of Trustees a \$40 increase, or \$2 per pay. Members will be polled on the question late in May.

Tee Times Still Available for Golf Outing

We still have several tee times available for the annual AEA Scramble at Brookledge Golf Course. Any member interested in golfing on May 26th should call the office not later than this Friday.

In the event negotiations continue into the summer recess, we will keep you advised via our website and, if necessary, through the U.S. Mail.