#### QEA Community Update

March 9, 2023

#### **Today's meeting:**

- 1. Meeting Protocols
- 2. Timeline of Negotiations and Where We Are Now
- 3. QEA's Bargaining Positions
- 4. What Mediation Means for Students and Families
- 5. Q&A

### **Meeting Protocols**

Our goal is to provide clear, concise information to help you understand the situation and draw your own conclusions; we want to be able to do this in an efficient, organized way.

- We will present our information and explain our rationale and then will allow for a Q&A.
- We ask people to submit questions to the co-hosts, and then we will call on you to unmute and ask your question verbally.

#### **Negotiation Timeline**

- May through August 2022: Preliminary meetings were held and first proposals were exchanged. Five sessions in total were held.
- September 29, 2022: The city changed the format of bargaining by presenting the QEA with an all-or-nothing package deal in our 6th bargaining session, limiting the ability to negotiate on individual items.
- October: Both sides continued to exchange package proposals.
- November 14, 2022: Bargaining session 9, the city claimed they were presenting us with their last, best offer, but agreed to allow us to respond.
- November 28, 2022: We were slated to return to the table, but we asked for an extension in order to have more time communicating with our members about what cuts in our proposals they could live with.

- Dec 21, 2022: We presented a package proposal where we made numerous concessions in an effort to avoid mediation.
- January 30, 2023: The city presented another package; we also presented a package at that time.
- February 9, 2023: The city revealed that the mayor has set a cap on any proposals that have a financial impact, limiting movement at the table.
- **February 16,17, 2023:** We met for two 4-hour sessions. The city spent not less than 6 hours of this time in caucus as we waited for their response to our proposals.
- March 3, 2023: We presented another package in which we made significant movement; the city refused to respond and asked to file for mediation. Meanwhile, the Governor's office released a budget that include \$10 million additional funding for Quincy schools.

## What is a package proposal?

- A "package proposal" is one where all of the components of the deal must be accepted together or none of them are.
- The district started packaging their proposals in September- and we needed to follow suit.
- Packaging allows them the ability to show a lower percentage increase should this end in arbitration.

### Why has this been so difficult?

In other words, why are we fighting so hard when the city has the money, and other unions are not being treated this way?

- The last time this union had an opportunity to bargain a full contract agreement was in 2015–8 years ago.
- Much has changed in those 8 years, and we've had no opportunity until now to address modern-day issues both in and out of the classroom.
- We also recognize that all our members don't do the exact same job, and their needs are varied.
- We decided to expand the bargaining team to include silent reps in order to get more accurate immediate feedback as to the impact of the city's proposals.
- We've tried to communicate our position with the public by standing out at school buildings and in other public areas.

# The district started bargaining with a series of deeply regressive proposals.

## Eliminating Extended Sick Leave

 The district began negotiations proposing to eliminate our extended sick leave plan entirely, leaving our most vulnerable members with no safety net

## **Eliminating Parental Leave**

 The district began negotiations proposing to eliminate our existing language related to parental leave (currently just maternity leave) from the contract, leaving us with only the bare minimum they are forced to provide by law

## **Extending Work Day Without Pay**

- The district began negotiations with multiple proposals that would have increased the time QEA members are required to work, all outside of the student instructional day, for no additional compensation
- The total time would have amounted to an additional 20 work days each year without any additional pay

## Below-Market Wages for Additional Work

- The district began negotiations with a proposal that would have paid members who agree to teach an extra class at the request of the district (something that is increasingly common with staffing shortages) only \$40/day
- In other districts, educators receive 20% of their base salary for this same work. This is thousands of dollars more than our district wants to offer for the same work

#### So where are we right now?

#### **Article VI: General Conditions: Prep Time, Travel Time**

QPS Proposal	QEA Proposal	Comments	
<ul> <li>→ They want to form a Joint Labor Committee to study and make recommendations regarding prep time and the like.</li> <li>→ They want to include wording that indicates that this is a shared priority.</li> </ul>	<ul> <li>→ QEA wants contractual, protected prep time for school nurses, guidance counselors, and elementary staff.</li> <li>→ HS Guidance=135 min per week (45 min/day)</li> <li>→ MS Guidance=90 min/week (30 min/day)</li> <li>→ MS/HS Nurses=150 min/week (30 min/day)</li> <li>→ Related Service Providers=150 min/week (30 min/day)</li> <li>→ Elem Guidance=60 min/week (30 min/day)</li> <li>→ Additional Elementary Teacher Prep Time=690 min average/4 week period</li> </ul>	<ul> <li>→ The QEA's proposals are clear and enforceable, protecting these educators' time to plan and prepare</li> <li>→ After refusing to respond for months, QPS finally offered language that is ambiguous, unenforceable, and tied to no clear timelines</li> </ul>	

#### **Article X: Sick Leave**

QPS Proposal	QEA Proposal	Comments
→ QPS wants to now require a medical note on your fifth absence on account of illness or accident.	→ At the beginning of bargaining, QEA proposed language that would have improved our existing overly burdensome sick leave policy. We have withdrawn that now, and are simply asking to keep status quo.	<ul> <li>→ If someone was sick with Covid in November and stayed home for 5 days, they would have to provide a doctor's note in January if they got a 1-day stomach bug.</li> <li>→ Many doctors' offices refuse to see patients for the kinds of illness this policy requires.</li> <li>→ Requiring unnecessary medical visits penalizes our educators financially when they have to pay for these visits.</li> </ul>

#### **Article X: Extended Sick Leave**

QPS Proposal	QEA Proposal	Comments
<ul> <li>→ Only PTS teachers will now be eligible for extended sick leave. This requires 3 years in the district.</li> <li>→ Continued eligibility will require a doctor's note every 6 weeks.</li> <li>→ Members may only use extended leave 1 time during the course of their employment.</li> </ul>	→ We want to phase out our already limited Extended Sick Leave plan that only replaces 2/3 of a member's pay and replace it with a more robust Sick Leave Bank.	<ul> <li>→ QPS continues to propose cuts to extended sick leave benefits.</li> <li>→ QEA has responded by proposing the creation of a sick bank, in alignment with benefits already available to other city union members.</li> </ul>

#### **Article XXX: Longevity**

QPS Proposal	QEA Proposal	Comments & Comparables
Effective August 31, 2025 Eliminate Longevity Plan B.  Effective September 1, 2022 restructure Longevity Plan A as follows:  → After 15 years of service= \$600 → After 20 years of service= \$700 → After 30 years of service= \$800 → After 30 years of service= \$1,200  Effective September 1, 2023 restructure Longevity Plan A as follows:  → After 15 years of service= \$700 → After 20 years of service= \$800 → After 25 years of service= \$900 → After 30 years of service= \$1,300	Effective August 31, 2025 eliminate Longevity Plan B.  Effective September 1, 2022 restructure Longevity Plan A as follows:  → After 15 years of service= \$650 → After 20 years of service= \$1,000 → After 25 years of service= \$1,200  Effective September 1, 2023 restructure Longevity Plan A as follows:  → After 12 years of service= \$500 → After 15 years of service= \$800 → After 20 years of service= \$1,200 → After 25 years of service \$1,500	Comparables:  Boston:  → After 9 years \$1,250  → After 14 years \$2,350  → After 24 years \$2,550  → After 29 years \$3,550  Brockton:  → After 15 years \$2,100  → After 20 years \$5,050 + 1% of Master's Maximum  → After 25 years \$5,850 + 1% of Master's Maximum  → After 30 years \$6,925 + 1% of Master's Maximum  Milton:  → After 5 Years \$250  → After 10 Years \$1,400  → After 20 Years \$1,900  → After 20 Years \$2,000  → After 30 Years \$2,100

#### **New Article: Parental Leave**

QPS Proposal	QEA Proposal	Comments
<ul> <li>→ Only PTS educators (3 or more years in the district) will be eligible for parental leave.</li> <li>→ 60 days of unpaid parental leave will be allowed for birthing/non-birthing/adopting parents in accordance with FMLA.</li> <li>→ Birthing parents will be allowed to use up to 8 weeks (10 weeks for a C-section) of sick time *IF the member has that sick time accrued and has a doctor's note.</li> <li>→ Non-birthing parents (including adopting parents) may use accrued sick leave (with a doctor's note) up to 15 days.</li> </ul>	<ul> <li>→ 10 days of full contractual pay, not deducted from sick leave.</li> <li>→ Educators may use their accrued sick leave in lieu of unpaid time for the remainder (50 days) of parental leave</li> <li>→ Paid parental leave only applies during the school year (summer vacation does NOT count in computing the 60 days of leave.).</li> </ul>	Comparables:  → Canton: 4 weeks paid leave + 8 weeks from sick time  → Watertown: 4 weeks paid leave + 8 weeks from sick time  → Malden: 6 weeks paid leave + 6 weeks from sick time  → Cambridge: 8 weeks paid leave + 4 weeks from sick time  → Somerville: 8 weeks paid leave + 4 weeks from sick time  → Boston: 9 weeks paid leave + 3 weeks from sick time  → *Quincy: (currently) 0 weeks paid leave, 0 weeks from sick leave for non-birthing parents, 6-8 week  "medical incapacitation leave" for birthing parent

#### **Exhibit B: Salary**

QPS Proposal	QEA Proposal	Comments
All Unit members shall receive a base pay increase according to the following schedule:  → September 1, 2022: 3% → September 1, 2023: 3% → September 1, 2024: 3%  Effective September 1, 2024:  → Increase each step of Level 6.5 by \$500	All Unit members shall receive a base pay increase according to the following schedule:  → August, 31, 2022: 3% → August 31, 2023: Eliminate Level 4.0 and move all employees currently at Level 4.0 to Level 4.5 at their same step after annual step progression. Add \$650 to each step of Level 6.5 for a market adjustment and increase all steps and levels 3%. → August 31, 2024: 3%	→ QEA has already moved from an initial salary proposal of 18% over 3 years, and now stands firm on wanting to eliminate level 4.0 and move all employees currently at 4.0 to 4.5 and add \$650 to each step of level 6.5.

#### **Exhibit D: Schedule of Differentials and Stipends**

QPS Proposal	QEA Proposal	Comments
→ QPS continues to reject any increase in the current \$40 hourly rate.	→ Adjust "hourly rate" in Category III to \$50 per hour.	<ul> <li>→ This rate is the primary vehicle by which QPS covers additional classes that we don't have enough staff to run. In other districts, teachers receive 20% of their base pay for this same work.</li> <li>→ QEA continues to maintain the importance of an increase to match real hourly values.</li> </ul>

# The following slides outline articles on which both sides have mutual agreement.

Article I: Contract Extension	Article II: Removing Outdated References  Article IV: Grievance and Arbitration Procedure	
→ Extend the contract three (3) years (2022-2025) by adjusting dates throughout agreement	→ Remove outdated references to language that has sunset, update references and numbering throughout.	→ Change Section C.3 to read: If the aggrieved member is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within twenty (20) school days after he/she has first met with the Superintendent, then the grievance may be filed in writing with the School Committee. The grievance at Level 3 must be filed within twenty (20) school days from the date of the Superintendent's response at Level 2 or the date the Level 2 response was due, whichever is sooner, otherwise the grievance shall be waived.

Article VI: General Conditions-Prep Time, Travel Time	Article VI: General Conditions Continued-Aspen	Article VII: School Hours and Year
Add new Section G to read: Effective 2023-2024 School Year, Elementary Educators who teach in the Academic Program areas of Art, Music and do not have a dedicated space in their building shall have five (5) minutes of travel time between assigned classes or duties.  *QPS has agreed as part of a package, but could retract later.	→ Members at the Middle School and High School levels, grades 6-12 who teach core academic subjects or any course receiving a grade excluding grades of S, E, or U shall use QPS designated student information system (currently Aspen) for daily attendance, grades, and progress report and report card entry. Members at the Middle School and High School levels shall use the public gradebook so that parents can effectively monitor their student(s) educational progress. Members at the Middle and High School levels shall update this public gradebook once every two weeks so long as the following are true:  (Truncated, but includes provisions about software links and educator training.)	<ul> <li>→ Language was changed regarding PD times and dates.</li> <li>→ QEA offered this proposal in response to the early proposals by QPS to substantially increase time in the work day for additional professional development.</li> <li>→ The overall impact of this language is a net loss of one hour of required PD for educators, as well as an opportunity for more meaningful PD. QPS has agreed as part of a package, could later retract agreement.</li> </ul>

Article XIV: Extended Leave of Absence Without Pay		Article XIX: Members' Assignments, Transfers and Retirements	Article XIXII: Salary Schedules and Stipends
→ The article on unpaid "maternity" has been update to reference un "parental" leave  *QPS has agreed as part of a package, buretract later.	paid	→ Strike section 6 (which was archaic and discriminatory language requiring members older than 70 to ask the Superintendent permission to continue working).	→ This article was amended to raise the uniform allowance for school nurses.

Article XXXII: Professional Discretionary Fund	Exhibit D: Schedule of Differentials and Stipends	Article XX: Promotions
→ This article was amended to raise the PDF allowance from \$400 per year to \$450 per year.	→ Adjust all stipends by the same percentage as base pay increase annually.	→ This article was amended to include language giving the district more latitude in posting notifications to QEA members of job vacancies and postings.

# What does mediation mean for students and families?

- Mediation is often not a productive process for public-sector unions and allows the district to drag out this process.
- Mediation always favors the employers, based on the way the law is constructed.
- This is happening across the state as school committees attempt to force educators to accept less than they are worth.
- The employer can still settle our contracts with us at any time, regardless of mediation.

#### Questions?