

Statewide Bargaining Initiatives

These issues are not edicts from AEA, but rather are issues that field Organizational Consultants hear about from locals and that members frequently contact Help Desk about. District superintendents coordinate their bargaining activities. We should do the same. We believe that most, if not all, of these issues are impacting a large part of our member and potential member constituency. This assumption should be tested by locals through listening steps in the organizing and bargaining process which might be conducted through surveys or building meetings.

Issue: Equalized value for years of service

What is this?

In the past few years as salaries have been frozen for existing employees, new hires have been placed at higher salaries than existing employees by giving more credit for experience to new hires than that experience has been worth for existing employees.

Why should people care about this?

A significant portion of most professional salaries is determined by education level and experience. Giving more value to experience gained away from the current employer than the value given to experience with the employer results in people with equivalent education and experience levels being paid significantly different salaries. Those with the higher salary are the ones that have demonstrated the lower level of commitment to the employer. People in their first five years of employment with an employer are likely to leave if they can get a higher salary elsewhere. This costs money to recruit, process, hire and train new employees and it has a negative effect on the development of effective education teams at school sites.

What can be done?

There are several ways to address the problem going forward.

- First, when determining placement of new employees, the process should ask where current employees are in terms of salary with the same number of years of experience.
- Second, it is necessary to address existing inequities. This can be done in ways that benefit the district by inserting a pay increase for defined numbers of years of service with the employer at strategic points. The effect of this type of compression is not much more than five years in the making and people tend to leave more at 4-5 years. This is just the time that the district has invested in the person and the person has earned continuing status. So, a permanent salary increase of \$500 for all employees at year five (and for all employees with more than five years and less than 11 years) will rectify the inequity effectively. Alternately, employees with 5 years could be given \$500; four years give \$400 and so on.
- Third, additional compensation for hard to fill positions should take the form of stipends, not credit in the base salary structure.



Issue: Increased Compensation

What is this?

School employees have seen pay cuts and pay freezes for several years. Increased funding in the CSF, the IIF and inflation adjustments is starting to make pay increases a possibility.

What can be done?

It is important to keep this in perspective and to set realistic expectations. AEA had to sue the State to stop the taking of Land Trust money. AEA had to sue the State over inflation funding. Elected leaders in the State have balanced budget shortfalls on the back of schools for several years. Current funding is in the range of what districts received in 2007 and each year the K-12 rollover shifts nearly a billion dollars in education funding into the next fiscal year. This forces districts to borrow money while waiting for the State's delayed payments as elected leaders tout their budget surplus and rainy day fund. Nevertheless, locals should be tracking district revenue increases, informing their constituency about the realities and engaging that constituency in making sure employees get their share of available dollars.

Issue: Contingency Language

What is this?

Contingency language allows you to bargain in advance for the potential of additional revenue that might not be known at the time bargaining concludes. To avoid a gift of public funds issue all that is necessary is to define what conditions trigger the presence of additional revenue and to include a method by which one can determine how much an individual would get of that revenue. If this is approved by the governing board when the agreement is approved, then when the revenue shows up it can be added to compensation in the manner described.

Why should people care about this?

Most contracts now include language that allows the district to reduce salaries within a range if the district gets less money than anticipated. They should recognize the need for language to address the potential of more revenue than anticipated when contracts were issued. Without language to address contingencies, it is against the law to give employees the additional money.

What can be done?

A few years ago, it was common place to have standing contingency language in bargained agreements because extra money was budgeted for schools late in the legislative session. Your OC can help with this type of language and there is an advocacy advisory on the subject in the Member's Only / Bargaining Resources section of the AEA website.



Issue: Contract Issue Dates; Some variation of between March 15 and May 15

What is this?

Standardized dates for districts to issue contracts.

Why should people care about this?

For many decades in Arizona, all districts had to issue contracts between March 15 and May 15 each year. This gave people a greater ability to decide if they wanted to stay or leave and it set some parameters for when bargaining needed to conclude. Now, districts want to lock people in by issuing contracts as soon as possible. This traps people with an existing employer and the problem is exacerbated because the window to make a decision is reduced from 30 calendar days to 15 business days. It also creates pressure to conclude bargaining well before solid revenue estimates are available, heightening the need for contingency language.

What can be done?

Bargain that your district will not issue contracts before March 15, or will issue contracts between March 15 and May 15.

Issue: Liquidated Damages

What is this?

If your district is not including liquidated damages in your contracts DO NOT bring this up! Many districts include a clause in their contracts that requires a fee ranging from \$1,000 to \$2,500 that must be paid if the district agrees to release someone from a contract early. The fee is supposed to cover the cost of replacement, but often has no relationship to the actual cost of recruiting and hiring a replacement, especially when someone wants to resign for the next school year before the end of the current school year.

Why should people care about this?

Couple liquidated damages with issuing contracts early and the reduced window to decide to accept a contract offer and you have a vise that is holding school employees hostage. If the fees represent the actual cost of replacing an employee, then districts should be interested in addressing equalized experience credit.

What can be done about it?

Bargain to eliminate it entirely, or to eliminate it for resignations before June 15, or make the damages move on a sliding scale depending on the date of resignation, or reduce the amount overall, or some combination of the above.



Issue: Payroll deduction for dues

What is this?

Nearly all districts had policy language that allowed for dues to be paid through payroll deduction before the Legislature passed an unconstitutional law prohibiting it. Check to see if your district policy allows payroll deduction for dues.

Why should people care about this?

When payroll deduction was outlawed, ASBA gave districts model policy language to adopt. AEA sued and won a permanent injunction against the law as it was written. ASBA gave districts new policy language permitting payroll deduction for dues, but many districts never adopted the new language. If a district has the language prohibiting payroll deduction for dues in place, it has policy that is based on a law that was declared unconstitutional. It should be changed.

What can be done?

Check your policy DKB to see what it says. If it prohibits payroll deduction for dues, bargain to get the new language provided by ASBA put in place so your district's policy is not based on an unconstitutional law.

Policy Advisory No. 468. Policy DKB — Salary Deductions. In 2011, Senate Bill 1365 established guidelines for employers deducting payments from an employee's paycheck for political purposes. In response ASBA Policy Services published Policy Advisory (PA) 411 addressing Policy DKB. The new law was challenged under the Equal Protection provisions of the 14th Amendment to the U.S. Constitution in federal court by the Arizona Education Association. The result was a preliminary injunction against enforcement of the payroll deduction law. Since the preliminary injunction, ASBA has advised districts to not enforce DKB as revised by PA 411, but we did not recommend the removal of the provisions since the court injunction was temporary. **The injunction has now been made permanent;** accordingly, ASBA is recommending removal of the language in policy DKB that was established by PA 411.

Voluntary Deductions and Redirections (Not Public Record)

The following deductions and redirections have been authorized by the Board:

- Insurance premiums for staff members or dependents who are being covered under Board-approved Section 125 cafeteria programs.
- Direct deposits of net payroll with financial institutions.
- Tax-sheltered annuities for companies approved by the District.
- Credit union deposits.
- U.S. Savings Bonds.
- Professional dues.
- Contributions to qualified charitable organizations.
- Contributions to a public school for the support of extracurricular activities or character education programs of the public school.



Issue: Performance pay / Evaluation appeal

What is this?

The law requires that evaluations used to determine compensation must have an appeals process. However, the standard language provided to districts by ASBA doesn't provide for much of an appeal.

Why should people care about this?

Basic fairness should be a motivating factor. An appeal process should provide the opportunity to explain your side of the story, to provide evidence and to rebut evidence in front of an unbiased decision maker. It should also allow for a second level of appeal. If fairness is not a motivating factor, then consider that by 2014-2015, 33% of your CSF performance-based pay will be determined by the rating on your evaluation and the State would like to have your entire salary be determined by your evaluation. Do you want your appeal process to be fair or do you want it to be limited to writing a letter to the superintendent?

What can be done?

Bargain a fair appeals process that has the individual's case heard by a jury of their peers. Sample language is available.