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Bargaining Impasse, Mediation between Queen Anne's County Public Schools and QACEA

M. David Vaughn <vaughnarbr@gmail.com>

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To: Michael Noel <michael.noel@qacps.org>, "Pippo, Arthur [MD]" <apippo@mseanea.org>, erica.snipes@maryland.gov

Representatives and Ms. Snipes:

The mediation efforts in the above impasse were not successful in resolving all outstanding issues. Accordingly, I have terminated mediation and, as provided under the governing statute, hereby submit to the Parties and the Board an offer of settlement of all matters raised. It is attached to this email in pdf format.

Thank you for the opportunity to serve.

David Vaughn
Mediator

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IN MEDIATION

In the Matter of the Mediation Between:

QUEEN ANNE'S COUNTY BOARD OF EDUCATION

and

QUEEN ANNE'S COUNTY EDUCATION ASSOCIATION

Before M. David Vaughn, Mediator

Contract
Negotiations
Impasse

OFFER OF SETTLEMENT

This Mediation proceeding has taken place pursuant to Maryland Code Annotated, Education Article, Title 6, Subtitle 4, Section 6-408 to resolve a bargaining impasse between Queen Anne's County Board of Education ("Board" or "Employer"), and Queen Anne's County Education Association ("Association" "Employee Organization" or "Organization"). The Employer and Association are the "Parties" to the proceeding.

The Board is the statutory employer of the certificated employees represented by the Association, which is the exclusive bargaining representative for said employees. As required by law, the Board and Association have engaged in collective bargaining for a new collective bargaining agreement ("CBA") to supersede a CBA which expired by its terms on June 30, 2022.

The Parties were unable to reach agreement through direct bargaining and the Union requested from the Public School Labor Relations Board ("PSLRB" or the "State Board") a Declaration of Impasse, which the State Board issued on [date]. Issuance of the Determination of Impasse by PSLRB triggered the statutory dispute resolution process, including submission by the Parties to the PSLRB of their respective last and best offers and the obligation to select a Mediator and continue negotiations with mediation assistance. The law requires the Parties to conduct further bargaining with the assistance of a mediator and provides for the selection of such mediator. The Parties selected me to provide mediation assistance.

The Parties each executed mediation confidentiality

agreements, submitted confidential written pre-hearing statements and supporting documents, met separately with me on July 22nd (Association) and July 25th (Board) and engaged in joint bargaining with mediation on July 27, 2022. The separate meetings and the joint mediation were conducted online. The Union was represented in the Mediation by MSEA Eastern Shore Uniserv Director Arthur Pippo and the Board by Director of Employee Relations Michael Noel and their respective bargaining teams. I thank the spokespersons and their respective teams for their professionalism.

The Parties made little progress during their earlier negotiations, and came to Mediation far apart on significant issues. They remained far apart most issues throughout mediation, making no substantial progress on the core economic issues. On the critical issue of wages, the Board wound up at the end of the mediation almost exactly where it was at the outset of negotiations in February.

The Parties and I made several efforts to bridge the last gaps and reach agreement, but were unable to do so. Accordingly, I concluded the active mediation and, pursuant to the Statute, have prepared and hereby issue this written Offer of Settlement, which I am providing to both Parties and to PSLRB.

The Offer of Settlement consists of all elements of a complete collective bargaining agreement. I recommend inclusion of all of the provisions of the CBA which expired on June 30, 2022 the renegotiations of which were not proposed by either Party. Those provisions would carry forward into the new Agreement, without change; Second, the new Agreement should include any and all provisions of the expired Agreement which were proposed to be changed during negotiations but for which proposed changes were withdrawn in favor of continuing prior language. Third, the new Agreement should include all provisions of the expired agreement which were proposed to be changed during negotiations and which were agreed to during the negotiations or in mediation. Those provisions agreed prior to Mediation have been identified by the Parties and are not separately listed.

The Parties each presented last, best and final offers on unresolved at the conclusion of mediation. They are quoted, paraphrased or summarized as follows:

Queen Anne's County Public Schools LBFO:

Section G - Health Insurance

For the 2022-2023 School Year, contribution splits between the Employer and Plan participants would continue current contract language. For the 2023-2024 School Year, the percentage contribution would change to increase participant contributions by creating two tiers of Health Benefits; ADD "Hired before 7.1.23" keep current benefit plan; Add "Beginning with all certified employees hired on or after July 1, 2023, The Board agrees to contribute toward the premium of the group hospitalization plan currently being offered by the Board of Education of /Queen Anne's County for certificated employees according to the scheduled listed below, which increases participant contributions. The Board also proposed to contribute toward the premium of the group hospitalization plan currently being offered by the Board of Education of Queen Anne's County for all certificated employees **hired before July 1, 2023** according to the current contribution percentages. The current plan agreement covers the period of September 1 to August 31. Any additional premium payable by the certificated employees above the Board's contribution will be payroll deducted, as equally as possible, during the months of September through June. No certificated employee will receive more than 100% of the premium cost of his/her basic hospitalization plan.

Section F - Leave for Personal Reasons

The Board proposed to retain the present four days of leave for personal reasons for all certificated employees. The Board would change notification requirements for taking personal leave will be given without specifying the reason to the immediate supervisor **at least 48 hours** in advance of the day, unless in case of emergency, that it is taken. It is understood that Personal Leave will not be taken or granted for other employment or interviewing for other employment.

The Board proposed additional restrictions on the use of personal leave to add the following stipulations:

1. Personal leave days will not be granted to more than 5% of the teachers on any duty day except in a bona fide emergency as approved by the Superintendent or designee.

2. Personal leave days cannot be used during the first ten (10) duty days of the school year and the last ten (10) duty days of the school year, except in cases of emergencies, as determined by the Superintendent of Schools. In addition, personal leave may be used within the first ten (10) and last ten (10) duty days of the school year, with the Superintendent's permission, to meet personal, family related obligations that are either unforeseen or unique, and that do no "fit" within established rules for other types of leave benefits.

3. Personal leave days shall not be granted the day before or the day after Thanksgiving, winter or spring holidays.

4. Personal leave days shall not be granted on scheduled professional development days.

5. The Superintendent, or designee, using reasonable discretion, may waive any of the restrictions on personal leave to meet personal or family related obligations that are unforeseen and/or unique.

Section 310 - Planning Time

All teachers at the Middle and High Schools on a **regular student** day shall be provided with a continuous daily planning time equal to one teaching class exclusive of lunch period and all other duties. All teachers at the Elementary Schools on a regular student day shall be provided with a continuous daily planning time of one (1) hour.

Regular Student day is defined as any day in which students are present in the building for 7.5 hours.

The practice of using a teacher as a substitute, thereby depriving the teacher of a preparation period, is undesirable and shall be resorted to only in emergencies. In those cases where regular substitutes are not available, or for teachers who have been released, regular teachers who volunteer may be assigned to serve as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Coverage shall be arranged by the administrator of the school in question and shall be distributed as equitably as possible among the teachers in said school. Every effort shall be made to arrange employees' schedules, school activities and events so that coverage is not required. Teachers who are used to cover classes will be compensated \$30 per hour.

Section 590 - Teachers Salary Schedule

FY 2023 - For Contract Year July 1, 2022 to June 30, 2023 all salary schedules shall increase by \$1850 flat and 1% COLA. In addition, all unit members will receive an additional one (1) time stipend of \$1,000 in the last pay of October 2022.

FY 2024 - For Contract Year July 1, 2023 to June 30, 2024 all salary schedules shall increase by \$1850 flat and 1% COLA. In addition, all unit members will receive an additional one (1) time stipend of \$1,000 in the last pay of October 2023.

For the term of this contract this will equal over a 10% increase in pay.

QUEEN ANNE COUNTY EDUCATION ASSOCIATION LBFO :

Section 100 A.4.

As outlined in Maryland's Blueprint for Maryland's Future (Section 6-1009 of the Education Article of the Annotated Code), a teacher who holds an active National Board Certification (NBC) and who is primarily responsible and accountable for teaching students in a class, shall be paid \$10,000 annually. An NBC teacher who is teaching at low-achieving school as defined by the Maryland State Department of Education and identified by the Board of Education shall be paid \$7,000 annually. A teacher that receives the \$7,000 increase while teaching at an eligible school may not lose the salary increase even if the school ceases to be identified as an eligible school. Should the statutory language change, the pay will change accordingly without the need to reconvene negotiations. Any new number(s) shall replace the number(s) herein.

Section 100 G. - Health Insurance

Current contract language

Section 200 F. - Leave for Personal Reasons

Current contract language

Section 310 Planning Time

The following paragraph shall be added to the current language.

In those cases where regular substitutes are not available, teachers who volunteer may be assigned to serve as substitutes during their preparation period. Teachers who volunteer to forego their preparation period on a given day and are assigned for this purpose will be compensated at the rate of \$30.00 per hour.

Section 590 Teachers Salary Schedule

It will be the goal of the Board to make whole the past lost step for those eligible unit members who remain employed as is provided for in the current contract.

All unit members on steps of the salary schedules shall advance one step on the salary schedule. Increase all salary schedules and stipends by 3.75% (except those listed in Section 100F. 1.2.3. which have been tentatively agreed to).

Discussion of Unresolved Issues

Wages: By all appearances, Queen Anne County is economically comfortable. It purports to value a quality education system, albeit it seeks to do so on a budget. Beyond a certain point, that is not doable in these times of teacher shortages and inflation.

The Board makes no explicit claim that the County cannot afford a reasonable economic settlement, although it took the position that it would not offer teachers more money from what it has. To be sure, the money it requested from the County at the outset of the budget cycle may have been inadequate to provide its teachers with a reasonable economic package. It is reasonable to use the Board's fund balance and other funding sources toward the improvement of the economic package.

The bargaining on economics produced no substantial movement: the Board started in one position and essentially stayed there. That is not a strategy to maintain the quality education system it professes to cherish.

The Board's economic positions are not supported: a series of one-percent COLAs have caused the pay for County's teachers to fall behind. The Board's assertion that it will not offer teachers a step increase - notwithstanding that they remain a step behind from the austerities of the Great Recession - because such funding is not counted for purposes of satisfying Blueprint obligations fails

for several reasons, including the fact that the Blueprint obligations in this regard are not yet in effect.

Moreover, the Board's position does not appear to contemplate the different purposes of Step increases - to recognize the benefit of greater experience and greater skills - as opposed to COLAs - which recognize and compensate for increases in the cost of living. The 1% COLA proposed by the Board is significantly below the COLAs agreed in other, comparable counties. It does not reflect the realities of the present inflationary environment.

I recommend that the contract include a full step increase to each member of the bargaining unit not at top of the scale in each of the two years of the proposed contract and add a 3% COLA each year, in addition to a \$1,000 lump sum Leader grant payment to each member in each year of the contract.

National Board Certification Blueprint language providing funding for teachers who hold an active NBC should be included in the Agreement, subject to the disclaimer language in the Board's LBFO in the event that the statutory funding is not provided, as the Parties agreed in principle. This is a mandatory subject of bargaining; the fact that the mandate is in the statute is not a reason to refuse to include it in the contract.

Health Insurance Contributions: The discussion appears to establish that the reserves attributable to the County increased during COVID and are only now back at a level which existed prior to the Pandemic - during a time when the present contribution divisions were in place and there was no request to increase the plan participant share. There is no actuarial basis for increasing the burden on plan participants through the two year term of the agreement and no need to establish a two-tier contribution system. While there may come a time when more money is needed, I am not persuaded that it is the case now or in the near future. I recommend no change in the allocation of contributions and no change to a two-tier system.

Leave for Personal Reasons: The Parties worked toward agreement on a basis which would to retain the four days of personal leave but tighten some eligibility requirements. The Parties agreed to not allowing use of personal leave days the day before or the day after Thanksgiving, winter or spring holidays (item 3 of the Board's proposal). I recommend, in addition, that items 1 (5% cap subject to emergency situations), Item 2 (but with the blackout period limited to the first five and last five duty days of the school year, subject to emergencies with the superintendent's permission, with such consent not unreasonably to be withheld), Item 4 (not to be granted on scheduled professional development days, except in emergency) and Item 5 (allowing waiver of restrictions in the Superintendent's reasonable discretion) be adopted.

Planning Time: The Board failed to provide sufficient justification to change current contract language with respect to planning time, except for the need to use teachers in emergency situations as substitutes. Accordingly, I recommend continuation of current contract language except I recommend adoption of the last paragraph of the Board's LBFO (including the caveats that such a practice is undesirable and is to be used only in emergencies).

Duration: I recommend a two-year agreement.

Submitted,

/S/ M. David Vaughn

M. David Vaughn, Mediator

