

## REA & BOE-

Below is the sample language we discussed during our first negotiations meeting on October 9<sup>th</sup>. REA Representatives, you may share this with your membership for review, consideration, and debate. You may also choose to bring language of your own for consideration and review by the board. If you need assistance in formulating this language in advance of the next negotiations meeting, I'm happy to help you.

Just so everyone is clear on what you are about to read below. The sample language for the "dock day" issue is verbatim from the attorney. The proposed language regarding the "0 period" and "loss of plan to teach" is written by me, based on the advice the attorney gave me. It has NOT been reviewed by him, but will be, once both sides think they have it in final form.

My hope in providing this language to you early is that we can do some "behind the scenes" work on the language for the purpose of coming to an agreement as soon as possible and making the best use of our time on November 13.

If any of you (REA or BOE) have questions, concerns, suggestions, please let me know. I'm happy to help everyone in any way I can to reach a mutually agreeable resolution.

### **Sample Language for "dock days" if the board would choose to have a pay-only dock:**

Staff members covered by this agreement are entitled to up to 10 "dock days" of additional leave in excess of the leave provided herein, so long as their leave is otherwise qualifying under another leave provision in this agreement and they have complied with all of the requirements of that provision for taking the leave. Dock day leave will be taken at a reduction of 1/185th of the annual salary per day. This provision shall not apply, and the staff member is not allowed to take dock day leave, if the staff member is eligible for any other type of leave, including but not limited to leaves such as those provided in this agreement, the FMLA, and/or short or long term disability.

### **Sample Language for "dock days" if the board would choose "full" dock including pay and benefits:**

Staff members covered by this agreement are entitled to up to 10 "dock days" of additional leave in excess of the leave provided herein, so long as their leave is otherwise qualifying under another leave provision in this agreement and they have complied with all of the requirements of that provision for taking the leave. Dock day leave will be taken at a reduction of 1/185th of the staff member's total salary and benefit cost per day. This provision shall not apply, and the staff member is not allowed to take dock day leave, if the staff member is eligible for any other type of leave, including but not limited to leaves such as those provided in this agreement, the FMLA, and/or short or long term disability.

### **Note from Legal Regarding Dock Days:**

Obviously the number "10" is subject to change by you and the board, but some reasonable limit is absolutely appropriate and obviously legally advantageous for all the reasons we discussed. About the only other thing some schools have done is put restrictions in place regarding (1) scheduling

these days, such as requiring at least 2 days' advanced notice, and (2) requiring superintendent approval. However, we try to do basically the same thing by saying a "dock day" has to be just like some other type of leave in the agreement and you have to comply with that leave provision's requirements to take the leave. That way you're sticking to existing systems and not introducing a new notice/approval system for the new "dock day" bank.

**Schroeder Proposed Language (Not written by the attorney, but written based on the guidance provided by the attorney):**

Teachers who are assigned to teach during their planning period or who are assigned to teach an additional period before or after the regular school day will be compensated at a rate of 1/8<sup>th</sup> of their daily salary amount, as calculated by their placement on the salary schedule.

**Financial Information Regarding Withholding Amounts for Full or "Pay Only Dock":**

The figures below are based on the salary of a first year teacher with no educational experience beyond a bachelor's degree, with a base salary amount of \$33,850. "Full Dock" is \$236.24 and "Salary Only Dock" is \$182.97, based on first year teacher, with no educational advancement, and single BCBS insurance.

\$ 182.97	First Year Teacher w/ No Added Education (BA-A0) Daily Rate of Salary Pay
\$ 14.00	Fica
\$ 18.07	Retirement
*\$ 20.93	Single BCBS \$7639.20/365
\$ 0.26	Life 96/365
\$ 236.24	Total

\*Single BCBS rate for annual coverage cost is used. Amount would be higher based on increased coverage level.