

The negotiations between the Ball-Chatham Board of Education and the Ball-Chatham Educational Support Professionals, IEA/NEA, began with signs of hope. Because of a disagreement involving the 2014-16 contract interpretation, the parties agreed that this time there would be a different set of ground rules. It took a full week before the Board violated those rules.

On May 19, 2016, the parties agreed to make an initial exchange on May 26<sup>th</sup>. There was also agreement that the parties could add to the initial proposal as late as the second bargaining session one week later on June 2<sup>nd</sup>.

On May 26<sup>th</sup>, the Board failed to provide any proposals. On June 2<sup>nd</sup>, the Board provided their initial proposal. The proposal contained two items that were incongruent. The first was a proposal to not allow employees have a benefit (sick leave) that is provided by statute. The second proposal was to change a definition. Upon pointing out that their initial proposal was not legal (sick leave), the Board withdrew that proposal. Upon pointing out that “days” were already defined in the agreement, the Board wrote: “No longer need. Days are defined in Article 1 of current CBA.”

This year’s ground rules also required the parties to submit cost estimates of their proposals. Here is what the Board of Education provided as their estimations for wage increases only:

July 26	1.75%	\$82,027.73
August 3	1.75%	\$52,111.13
August 11	2.00%	\$82,806.15
August 17	2.00%	\$93,925.20
September 1	2.00%	\$85,938.15

Therefore, the BCESPA has filed an unfair labor practice charge against the Board of Education for regressive bargaining. This will hopefully explain why things are the way they are in Ball-Chatham.

This is the third contract being negotiated for these employees. Organized in 2011, this is the third Superintendent, the third Assistant Superintendent, the third Human Resources Director and the third Chief School Business Officer with whom the BCESPA has dealt.

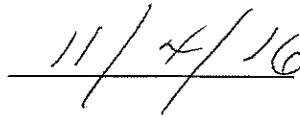
The relationship between these employees and the Board of Education has changed dramatically from what it used to be. In the 1980’s through the 1990’s, the Board of Education would meet with representatives from each of the various classifications. The Boards would listen to the employees and would ‘bargain’ with them by adding items into Board policy. For example, Board policy 5:271 “Benefits” states: *“Twelve month and/or full-time (including full-time bus drivers) educational support personnel who have completed 20 years of service to the district shall receive a longevity stipend of \$500 annually. Additionally, regular bus drivers (as opposed to full-time bus drivers) who have completed 20 years to the district shall receive a longevity stipend of \$250*

annually.” The BCESPA proposed entering the same language into the collective bargaining agreement. This Board refused. Instead, the tentative agreement allows for these employees to receive an annual \$200 for full time employees with 20 or more years of service. As of November 4, 2016, there are 28 employees with 649 years of service to the Ball-Chatham who will be splitting \$20,400 over three years. Yet, the Board in July ‘granted’ the second year superintendent with a \$10,000 raise to \$172,780 for the 2016-17 school year. He previously served as an interim superintendent in O’Fallon Elementary District #90 for one year.

Also in this policy, there is a provision for secretaries to have paid lunches. The policy states: “*Secretaries, clerical personnel and night custodians shall work 8 hours daily which includes a thirty minute paid lunch period.*” Currently, secretaries are at work for 8.5 hours of which 30 minutes for lunch is not paid. The Board now estimated that restoration of a benefit to be \$67,400. The BCESPA’s estimated cost of this is \$0 as there will be no additional money being allocated to these employees. Instead, they will return to a work schedule they had prior to organizing.

Fortunately for the voters of the Ball-Chatham, there are four (4) Board of Education seats up for election in April of 2017. At the September 1<sup>st</sup> meeting in which the Board issued their “Last, Best and Final” offer, three of the four members whose seats are up made this decision. It was this offer on which the BCESPA is filing the unfair labor practice charge alleging regressive bargaining by these members.

Submitted by,

  
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Jerry Harrison, IEA UniServ Director  
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