

DISTRICT NEGOTIATIONS FACT SHEET

August 14, 2018

The District filed its Notice to Initiate the Posting Process on August 8, 2018 in order to facilitate making the collective bargaining proposals public for all to examine. Following that action the union posted its statement online as to why the District's proposal should not be accepted. In doing so, however, the union has misrepresented the current status. In the negotiations the District responded to over 80 language changes proposed by the union. Tentative agreement was reached on over 23 of these and substantial agreement reached on almost all other sections. This Fact Sheet, along with a complete copy of the proposed contract showing all of the changes, is designed to correct those statements. The proposed contract, with all changes highlighted, is posted today on the District's website. Any interested person is urged to review the same.

1. Union statement: The raises for employees are not guaranteed.

Fact: While it is correct the District did initially propose a wage re-opener, it was based on concerns that the State could in the future reduce essential funding for the District. This occurred a few years ago when the State pro-rated General State Aid resulting in the District losing almost \$40 Million. In an effort, however, to show the District's good faith in making its promise that its employees should be paid at a competitive level with neighboring districts the re-opener provision has been deleted from the most recent proposal required to be sent to the Illinois Educational Labor Relations Board and it does not appear in the draft contract posted with this Fact Sheet. Consequently, should the current proposal be accepted, the salaries set forth in the pay scale are in fact guaranteed for the three-year term of the agreement and the District will assume the risk of increased costs or reduced funding.

2. Union statement: The District approved a budget of \$24.5 Million for salaries and the union has proposed salaries for less.

Fact: The District has never proposed a "budget" for salaries. The District proposed a schedule of salaries with a commitment to pay those salaries regardless of matters that could affect the aggregate cost. The District's calculation of costs in excess of \$24.5 Million over three years was based on the number of persons employed by the District in each category. The total cost of any such salary package changes, up or down, depending on the number of persons employed in each category at any given time. By using different employee numbers, the union calculated an aggregate cost that was less than that projected by the District and reasoned that the difference should be added to individual steps in the pay scale.

The goal, however, has never been to allocate a specific sum to teacher salaries and then to spread that specific sum among all members of the bargaining unit. Instead, the goal was to raise each individual's salary in the pay scale to compensate teachers, support staff, and office staff in excess of or on a par with other neighboring districts.

The District is committed to paying the salaries as scheduled even if the number of employees increases, or if teachers complete sufficient educational hours to achieve a higher level of compensation, or if there is a funding reduction by the State. By making this commitment, the District does not place limits on what compensation the entire faculty might earn in a given year. So, if the analysis of the pay scale is made solely on the basis of the projected aggregate cost, the suggestion that the District should pay that amount, no matter what, would lead to the equal and opposite suggestion that should the District's cost increase then the District should stop writing checks when it reaches the specified amount.

The pay scale, however, is fixed. The projected overall cost, when all pieces are in place for the next year, may be more or less than projected. Nevertheless, the District has done all it can do to commit to a competitive pay scale and to face the risk that the overall cost could be substantially higher than projected or that available funds could be reduced. Should the aggregate amount be lower, there are clearly other critical demands that require attention, particularly building maintenance. In either event, the significant raises provided in the proposed pay scale will not be affected by either the size or the educational achievements of the faculty.

3. Union statement: Senior teachers are denied longevity bonuses paid to West Aurora teachers.

Fact: The bonus paid to West Aurora teachers applies to teachers who have reached the step 23 freeze at West Aurora. In the current proposal the step 23 freeze only applies to teachers hired after the 2018-2019 school year, so it would not become applicable for another 23 years. No current teacher would be affected by such a freeze and, due to the generous step advances, teachers are paid more solely by advancing a year on step. In making its comparison to District 129 the union also does not disclose other economic benefits received by District 131 staff that are not paid by District 129. For example, District 131 employees, under the District's proposal, receive tuition reimbursement at the rate of \$200 per credit hour while District 129 pays \$75 per credit hour. District 129 contributes 70% of the medical insurance cost for family coverage while District 131's contribution is closer to 85%.

4. Union statement: The District will have \$66 million in new funds over three years.

Fact: The District received \$12.4 Million this year. That entire amount was allocated to District operations, including significant capital expenditures on buildings over the summer (including repairing roof leaks, replacing windows, and other enumerated projects). As a result, the District is projecting a deficit for this fiscal year of over \$2.2 Million. Without this \$12.4 Million, the deficit would have been \$14 Million. The Illinois State Board of Education has just released its calculation of Evidence Based Funding ("EBF") for next year and, due to a drop in student enrollment, the District's allocation for this year has been reduced to \$8.1 Million. Assuming no further drop in enrollment, that equates to only \$24.3 Million over three years, not \$66 Million. The EBF is, in any case, not sufficient to cover the cost of increased salaries and other critical expenses. Moreover, the District's fund balances for this year are projected to decrease by

\$10 Million. The fund balances are necessary, however, for the District to keep its bond rating and to pay its bills, including salaries, on time.

5. Union statement: Staff transfer rights have new limits.

Fact: Transfer rights have actually been enhanced under the new contract. Under the expired contract, staff could be transferred involuntarily and they had no option but to either accept the transfer or resign. Involuntary transfers occur for various reasons, including a job being eliminated (*e.g.* a special ed student with a one-on-one aide leaving the District) or because a new need arises (*e.g.* a special ed student needing an aide moves into the District). Under the new agreement a staff member may request that the transfer be identified as “temporary” and, if the new job is filled during the school year he or she will be sent back to the prior position, assuming it was not eliminated and, at the end of the year, can apply for any vacancy. By agreement with the union, the transfer list was eliminated and all job vacancies are subject to being filled by application prior to August 1. Assignments are and, for this year, have been made as of August 1.

6. Union statement: Support or office staff lose seniority rights under the District’s salary schedule and have no longevity.

Fact: No one loses any seniority under the salary schedule, which includes a longevity bonus. Seniority rights for support staff are provided in the language of the contract and are not affected by the pay scale. The support and office staff had requested a pay schedule that allowed them to advance in pay each year and to show what rate they would be paid for each year of the contract. The proposed pay schedule takes into account what each member of the support staff earned at the end of the 2017-2018 school year and provides that for 2018-2019, they would be paid the next higher compensation rate above the rate they were earning in the 2017-2018 school year. Thereafter, each member moves each year to the next higher compensation level. In this way, every member of the support staff is given a raise for each year of the contract.

The level of compensation for each member of the support staff is significantly higher than that paid by any other comparable district for the same work, regardless of the number of years of service. For example, class room aide salaries in District 131 range from \$13.25 per hour to \$23.00 per hour. In Batavia this range is \$11.50 per hour to \$12.00 per hour; in Indian Prairie the range is \$12.50 per hour to \$17.40 per hour, in Oswego the range is \$13.79 per hour to \$14.21 per hour, and in District 129, with an Associates degree, the range is \$13.20 per hour to \$22.42 per hour. The District’s office staff is also more than competitive. In District 131 the salary range for secretaries goes from \$14.25 per hour to \$24.00 per hour. In Batavia the range is from \$11.50 per hour to \$16.00 per hour; in Indian Prairie the range is \$14.75 per hour to \$21.33 per hour; and in Oswego the range is from \$14.00 per hour to \$18.02. Seniority, however, is still applied in the contract for all other purposes such as recall rights and staff reductions. The proposed pay scale:

a) Guarantees every member of the support staff a raise for every year of the contract;

b) Pays compensation to support staff that is clearly superior to that paid by other districts for similar work;

c) Preserves all rights of seniority;

d) Provides a longevity bonus for employees who have worked for the District for more than 20 years.

7. Union statement: Class size is not being addressed. The union cited a special education classroom and PE classes with “30 to 40” students.

Fact: The union failed to note that the special education class cited was staffed by two full-time teachers and that the District’s high school physical education classes are appropriately sized according to state-wide standards. The District and the union spent considerable time discussing class sizes. The District demonstrated that its class sizes over the past few years have been significantly reduced, despite the complication of either not having sufficient building space to split classes or not having the ability to hire enough teachers with the special certifications needed to staff certain classrooms. The District nevertheless agreed that over the term of this agreement additional measures would be taken to address the occasional class that exceeds the optimal size. The District proposed, and the draft proposal contains, a goal for class sizes along with a list of options to address the matter in the event that goal is not achieved. In any event, the issue of class size has been addressed by the legislature and a bill establishing class sizes has been passed by both houses and sent to the governor for signature.