

# SEA Bargaining Frequently Asked Questions



## What is a TA?

TA stands for **Tentative Agreement**. This term means that the two parties involved in a bargaining session have agreed on what was presented during the bargaining session. This is called “tentative” agreement as final agreement comes from a ratification vote by members of the unit on both sides, but in separate ratification votes.

## What happens if the SEA and SCPS reach a Tentative Agreement?

If on November 2, 2022 (our next scheduled bargaining date) the SEA and SCPS come to an agreement on salary and language proposed during this bargaining session then we have a TA. The next step is to schedule a ratification vote for the teachers.

## What is a Ratification Vote?

If the SEA and SCPS reach a TA, the next step is to prepare for a **ratification vote** for the teachers in our Unit. In the next two weeks, **the SEA will hold numerous information meetings at schools** (high schools work well as each high school is part of a cluster) but we are open to getting to as many schools as possible. Additionally, the SEA will hold some remote Info-Sessions online.

All members of the teacher’s unit may vote on a ratification (SEA members as well as non-SEA members). **If 50% of the votes, plus one vote YES, then the TA is ratified by the SEA.** This information goes to the district and the five members of the SCPS School Board hold their ratification vote. The district usually holds its ratification vote on the next scheduled school board meeting following the ratification by the teachers. **If 3 out of 5 school board members vote a Yes vote, then the TA is also ratified by the school board.**

## What is Impasse?

Bargaining Impasse occurs when the two sides negotiating an agreement are unable to reach an agreement and become deadlocked. In our case, the SEA bargaining team and the district’s bargaining team are not in the same place as far as salary increases are concerned.

## What happens if the SEA and SCPS go to Impasse?

There are a few possibilities but primarily, bargaining is paused and historically, the SEA and the district will ask for mediation as the first step to resolve the impasse. A neutral mediator will work with both the SEA and the District (who will be in separate rooms at the time of mediation). The mediator’s goal is to speak with each side and see where there is room for agreement. If there is, the mediator may be successful and both sides reach a TA. If the mediator is not successful, then one or both sides may request that a Special Magistrate hold a hearing in which both sides present their case to the Special Magistrate. The Special Magistrate may recommend that the district accept the SEA’s proposal, or – recommend that the SEA accept the district’s proposal, or- that both sides accept the Special Magistrate’s decision on what should be accepted. The Special Magistrate’s decision does not have to be accepted by the school board. After the Special Magistrate’s decision, the school board may choose to take the impasse to a Special Legislative Body to make the final decision on impasse. Unfortunately, this Special Legislative Body is our school board. **There is more specific FAQ on Impasse at the end of this document.**

## What is our CBA?

CBA stands for **Collective Bargaining Agreement**, which is another name for our Contract.

## What is a Grandfathered Teacher?

Grandfathered status teachers are teachers who achieved **Personal Service Contract (PSC)** or **Continuing Contract (CC)** before the Student Success Act of 2011. The PSC/CC teachers are referred to as Grandfathered, because they were allowed to keep their status (or grandfathered) after the Student Success Act was signed into law. Among the many changes to public education in Florida by the Student Success Act, teachers in Florida who were hired in 2009 or later would remain Annual Contract (AC) status for their entire teaching career.

## Why do both the SEA's and the district's salary proposals only give Grandfather Status Teachers the same Salary Increase as AC Teachers who are Rated as Effective?

This is due to new statutes from this past 2022 Florida Legislative Session. Under FL Statute 1012.22 (sec 5.b(l) – **“The annual salary adjustment under the performance salary schedule for an employee rated as highly effective must be at least 25 percent greater than the highest annual salary adjustment available to an employee of the same classification through any other salary schedule adopted by the district.”** It was the hope of the Florida Legislature that Grandfathered status teachers would give up their PSC/CC status in order to receive the higher pay increases as AC teachers rated as HE. **In 12 years, exactly ZERO PSC/CC teachers have chosen to give up their Grandfathered status**

## I am a Grandfather Status Teacher. If I give up my PSC/CC status, will I receive a higher salary increase?

**Simply put – the answer is YES.** If you are a PSC/CC status teacher and you choose to give up your PSC/CC status, you would receive the same pay increase as an AC teacher who was rated as HE (of course, the PSC/CC teacher who chooses to return to AC status would also have to be rated as HE). **HOWEVER**, the additional \$450 that you would receive for being an AC teacher would be a lovely parting gift from the district because you would very likely not be reappointed. In the last 4 years since the Florida legislature added statutory language that bars school districts from allowing AC teachers any job protection beyond their current contract – the district has been on a trend to not reappoint teachers based on how much they earn. It is not an official policy, but from where I sit and see which teachers are not reappointed, it is cost and not ability. **If you give up your PSC status, you will not be reappointed.**

## How do Teachers in Florida receive Pay Increases?

In 2010, there was one statute on how public-school teachers in Florida received pay increases (presently, there are over 20 statutes). Prior to the **Student Success Act of 2011**, teachers in Florida had a **Salary Step Schedule** in their CBA. Although there were both good and bad parts of any Salary Step Schedule, for the purposes of this FAQ, assume that the steps represented the number of years in SCPS and the dollar amounts increased with these steps. Simply put, when the SEA and the district worked together and had a common goal, teachers would know their pay increase because it would move up a step each year. For those of you who were around in 2002-2007, you know that this step movement did not happen automatically. The district had to agree to move our teachers up to the next step. Sometimes they did – sometimes they did not.

## Why did we get rid of the Salary Step Schedule?

With the passing of the Student Success Act in 2011, AC status teachers who received a **HE rating on their final evaluation were required by statute to receive the highest dollar amount pay increase of any other teacher** in the district. This caused SCPS (and every other district in Florida) to eliminate the Salary Step Schedule and come up with:

1. A Performance Pay Program
2. A Placement Schedule for New Hires

Florida districts were required to have a **Performance Pay Program** in place by the 2014-2015 school year (which we did). From that point on, our teacher's pay increases would vary from year to year (based on the district's budget) and the individual teacher's evaluation rating – meaning that with our app. 4600 teachers in SCPS, we likely have our teachers making app. 3800 different salaries.

## What is the Performance Pay Schedule?

The Performance Pay Schedule is how teachers increase their base pay and was implemented in Seminole beginning with the 2014-2015 school year per statute. With the Student Success Act of 2011, a teacher's pay increase would be based on the teacher's final evaluation and their contract status (AC or Grandfathered). Annual Contract teachers are paid on our performance pay schedule.

## What is a Placement Schedule?

The SEA and SCPS came up with a **Placement Schedule**, which is used only once in a teacher's time with SCPS – when they are initially hired. Teachers are placed at the appropriate salary based on verified years of teaching experience. New teachers with no previous teaching experience are placed at the bottom of the placement schedule. After the initial placement, a teacher's base pay will increase by the negotiated performance pay schedule based on the teacher's evaluation rating.

## Why didn't the SEA propose an Experience Supplement like last year?

The SEA was successful in getting the district to agree to an experience supplement last session in order to avoid the **Veteran Teacher Tax** that is imposed on districts when they give pay increases to Grandfather status teachers. Unfortunately, during this past legislative session, the Florida legislature added new statutory language that places the Veteran Teacher Tax on Experience Supplements. Last bargaining session, the SEA proposed three years on the Experience Supplement, but the district would not agree. We could still get compensation for experience, but beginning this school year, it can only be a bonus – it would not count toward your retirement.

## What is the Veteran Teacher Tax?

This is not statutory language, but Veteran Teacher Tax are these continued obstacles that the Florida Legislature passes into law each session that prevents the district from paying veteran teachers any real pay increases. For example, any base pay increase that a Grandfathered status teacher receives, the district is required to increase the lowest starting salary by 75% of what base pay increase is given to Grandfathered status teachers. This Veteran Teacher Tax was placed on the districts in order to make pay increases for grandfathered teachers much more expensive to the district. The district presently has 1480 Grandfathered status teachers (out of 4550 teachers in SCPS).

For example, the district is proposing that Grandfathered status teachers receive \$1997.57 base pay increase (\$1333.33 pay increase plus 664.24 COLA – the district did not break out COLA in their salary proposal). Two years ago, this would have cost the district \$2,956,403.60 (multiply number of grandfathered teachers by the pay increase). This year, in order to give Grandfathered status teachers the \$1997.57 salary increase – the Veteran Teacher Tax will require the district to raise its lowest starting pay by \$1000 – to \$48,500. We presently have 2041 teachers whose base pay is \$47,500 so **the Veteran Teacher Tax comes out to an additional \$2,041,000.**

In summary – the district's offer to increase Grandfathered status teacher's pay by **\$1997.57 would have cost the district \$2,956,403.60** This year – the same amount of raise will cost the district **\$4,997,403.60**

## Why is the SEA Proposal so Much Higher than the District's Proposal?

**The SEA values its teachers MUCH MORE than the district does.** We know that the district has the money to be able to afford the SEA's proposal. The district, by law, is required to keep a 3% fund balance when they make the district's annual budget. The district chooses to keep a 5% fund balance, which although withholds more money than is required conservative and the SEA can work with this. However, currently, the district has a fund balance closer to 12% - or \$72 million. Of this \$72 million, \$54 million is unassigned. This \$54 million comes to about a 10% fund balance. The district has the money. We just need to convince the district in the wisdom of compensating teachers in order to retain talent.

## **Why is our Health Insurance Cost so much higher than other nearby districts?**

SCPS became self-funded in 2016 (or 2015?) for health insurance. We have an insurance committee made up of members from all four Associations in our district. In the last year or two, the SEA found that the district keeps approximately 3X more in reserve for the self-funded insurance than the law requires. This comes to over \$34 million that can be used for employee give-backs or other ways to help our employees. The district IS NOT transparent when it comes to health insurance and the SEA has hired an insurance consultant to help us propose a more cost-efficient plan to our employees. At this point – the district has no desire to find a more cost-efficient plan for our employees. I cannot for the life of me understand why the district would want to stay with expensive plans when they could save their employees money.

## **What did Orange receive higher pay increases without Veteran Teacher Taxes?**

The ratification vote that you saw over this past summer was actually a vote from the previous school year. Orange had been at Impasse for about 5 months. The latest Veteran Teacher Tax was signed into law on July 1, 2022 so it did not affect Orange County's bargaining session.

## **Impasse FAQs**

### **Once we file for Impasse, can we (should we) still meet to bargain?**

Yes! In fact, you must work with the school district even more closely during Impasse. You can continue to bargain and even settle right up to the start of the Legislative Body hearing, if one party asks to continue negotiations.

### **Is a Special Magistrate Hearing a public hearing?**

Yes, in Florida, negotiations are to be public meetings. It is the school district's responsibility to post and disseminate the meeting notices to the public. We recommend that you also publish this information to your bargaining unit.

### **How is the Special Magistrate hearing conducted?**

It can be very formal or very informal. You could have a hearing that is very much arbitration-like with witnesses, cross-examination and briefs or you could have a very informal hearing with each side simply presenting its case and the Special Magistrate issuing a decision within 15 days. This will require that the two parties work together with the Special Magistrate to determine what kind of hearing they wish to have. Could the two parties agree that the Special Magistrate hearing decision be binding?

That is a novel concept if you can get the employer to agree in writing – GO FOR IT! However, the power is in the employer's court. The employer is not likely to give up its power to take its contract to the Legislative Body and have it imposed. After all, the statutes give that power to the Legislative Body. The statutes also make the magistrate's decision merely a recommendation to the Legislative Body. No employer would want it any other way.

### **What is the insulated period and who are we restricted from talking to during this time frame?**

The insulated period is a time when neither bargaining party can lobby the school board members (or college/university Board of Trustees members) on issues concerning negotiations or the Impasse. Therefore, if you need to talk to a school board member (or college/university Board of Trustees member) regarding a DIFFERENT issue, state your issue clearly so they don't think you are trying to discuss the items at Impasse.

## **What if bargaining unit members decide on their own to address their elected school board (or BOT) members?**

That is allowed if those employees are acting on their own initiative. However, the Union can't direct them to speak to the members of the Legislative Body during the insulated period.

## **When does the insulated period begin?**

It begins when either party rejects, in part or in whole, the decision of the Special Magistrate.

If we have waived the Special Magistrate Hearing, when does the insulated period begin?

It begins when you waive the Special Magistrate process.

## **Is a Legislative Hearing a public hearing?**

The meeting of the Legislative Body (aka. School Board or university/college Board of Trustees), like any other board meeting, is public. It is the board's responsibility to post and disseminate the meeting notices to the public. We recommend that you also publish this information to your bargaining unit.

## **How is the Legislative Body hearing conducted?**

This is a meeting that is set by the legislative body at which it determines the time limits for each side to speak. The legislative body determines whether there is public input or not.

## **In the Impasse statutes and rules, there are many references to days. Are these workdays or calendar days?**

The Public Employees Relations Commissions uses calendar days in their timelines for Impasse. So do the Florida Statutes.

## **What is decided at the Legislative Hearing?**

The Legislative Body (aka. School Board or university/college Board of Trustees) issues a decision as to the items at Impasse. Its decision concludes bargaining and is added to the other items that you may have already tentatively agreed to at the bargaining table. This entire package goes out for ratification to bargaining unit employees.

## **What if the bargaining unit members vote the package down?**

If the bargaining unit votes to reject the ratification packet, the items that were tentatively agreed to at the table now are gone and unfortunately cannot be enjoyed by employees. When this happens, ONLY the Legislative Body's "imposed" language becomes part of your new CBA. Non-ratified, legislatively imposed CBA language goes into effect only from the date of the Legislative Body hearing prospectively. This means that if salary language is legislatively imposed and thereafter rejected by non-ratification, it is only retroactive to the date of the Legislative Body hearing. If, instead, the bargaining unit votes in favor of ratification, the legislatively resolved (imposed) salary changes would be retroactive to the beginning of the contract year subject to negotiations. In the latter scenario, employees would stand to receive far more in salary monies by ratifying the employer's legislatively imposed language. In short, there are several reasons why ratification should be encouraged, even where the employer, as Legislative Body, has imposed undesirable contract language as its Impasse resolution.

## **Can we recommend that the bargaining unit vote NO on the contract?**

Typically, speaking against your bargaining tentative agreements is considered bad faith bargaining. However, after a contract has been imposed unilaterally by Legislative Body resolution, the union is free to speak against it or even remain neutral and not give a voting recommendation. However, please see the ramifications discussed in response to the previous question.