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A MBUTA NEGOTIATIONS BULLETIN TO TEACHERS

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June 13, 2012

On June 11, your MBUTA Negotiating Team met with representatives from MBUSD. We were asked by the District to respond to their “Comprehensive Proposal” (see previous “From the Table” for details) presented at the previous bargaining session.

We continue to believe that this District can afford to offer a salary adjustment that will BEGIN the process of making up for 10 disastrous years for our families and place that adjustment ON the salary schedule. Our proposal reflected that. Additionally, we proposed that the 80/20 split on benefits be maintained. We asked that elementary PE positions be restored and that a planning period be built into the schedule for elementary teachers. Also, we asked for changes in language to offer clarified protections to our members in cases of student assaults and unwarranted statements placed in personnel files by the administration. Finally, we offered to accept the District’s cash payment to retirees IF they would de-link it from an acceptance of their drastically altered evaluation proposal.

After an over two hour caucus, the District representatives returned proposing almost no movement on any of the above issues. They continued to offer no permanent adjustment to your salary and did not budge from their previous offer. They rejected out of hand any restoration of PE instructors at the elementary schools. Although they indicated a willingness to look at the issue of planning time for elementary instructors, they presented no proposal to move in that direction. They rejected out of hand our proposals to offer greater clarity in areas of workplace safety and in protection against administrative overreach, not even offering to counter our proposed language. Finally, they categorically refused to offer the pittance they put forward for our prospective retirees UNLESS it was linked to the radical alteration of our evaluation procedure. They did agree to maintain the 80/20 split for one more year BUT that split would be pegged to the LOWEST PRICED offering in any category rather than the United Healthcare HMO, allowing them to offer a “cut rate” program that destroys your benefits and pay only 80% of that program’s costs, saddling you with an enormous increase in your health and welfare benefits. That probability, coupled with their refusal to entertain an “on-the-schedule” salary adjustment, means with certainty that the pace of erosion of your salary would be accelerated.

In discussions, though, we did learn important information, directly confirming the facts we have been providing you through this entire process. The District, although never arguing it didn’t have extraordinary budgetary reserves, confirmed that those unrestricted reserves represent 25% of the District’s budget, just as we’ve said from the start. (Their reserves jump to more than 47% when you look at other funds besides the General Fund that could be used for salary and benefits). That is among the largest reserves in the State and over double what the State suggests districts possess to be safe in these difficult budgetary times. We also learned that, just as we uncovered, the District has, for the past several years, been using budgetary tricks and accounting gimmickry to claim

poverty, deny you COLA and build its reserves. After admitting this, the current administration claimed, of course, that they would never use such chicanery. We've heard this tune before and we won't fall for it.

The Superintendent can produce all the slick budget pronouncements he can manufacture. We have the truth on our side. When he assures you and the community that they are putting 1.5 million toward salary and benefits, we don't see that in their proposal. More importantly, he conveniently leaves out that the offer is only ONE TIME MONEY and will not have any long term and continual impact on the financial stability of you and your family. Trust us, if the District were really putting 1.5 million dollars of new money on the salary schedule as Dr. Mathews seems to imply and commits to maintaining the status quo with benefits, we could be very close to a settlement. When he sings the praises of your efforts despite your deteriorating financial condition, he conveniently leaves out that the District he now leads has purposefully denied you the ability to keep your head above the financial waters by financial machinations and trickery. When he writes that you are the Board's number one priority, NOTHING in their offers at the table reflect the veracity of that claim.

We continue to pledge to you that we will present to you and the community factual information based on our analysis of budgetary realities. We promise to try to find an agreement that begins to restore your financial and working conditions to a level that adequately reflects your efforts for the children of this community while maintaining the financial health of this District. We pledge to work tirelessly for a real compromise, but we will NOT allow your salary and benefits to continue to be eroded when the means are there to begin the process of repair.

To these ends, we have notified the District that we are no longer voluntarily waiving our right to concerted action. To achieve our reasonable goals will be difficult. The District is entrenched and intransigent, believing that you will continue to accept more of the same. It will take unprecedented work and action from every member of MBUTA for us to prevail. If, though, we are strong and united, embracing the true strength of an organized union and our pragmatic expectations, we can't fail.

Sincerely,

The Bargaining Team