

CNTA REPRESENTATIVE COUNCIL MEETING MINUTES

December 13, 2011

CNTA 2nd Floor Training Center, 1189 Mountain Avenue

Minutes taken and prepared by Beverley Rouse, CNTA Executive Secretary

[Minutes are not official until approved at the next Rep Council.]

I. CALL TO ORDER—President Bill Fisher called the meeting to order at 4:00 P.M.

II. APPROVAL OF AGENDA

The one-item agenda was approved by consensus.

III. OLD BUSINESS

A. Recommendation and Approval of Tentative Agreement (TA) on Escrow MOU

1. Negotiating Chair Joe Menelle introduced Negotiating Team members Jerry Goar, Heather Griffith, John Davis, Anne Freeman, and Joe Krause.
2. The Negotiating Chair reviewed the reason for this proposed Memorandum of Understanding, which has been written as a Tentative Agreement (TA) between CNTA and CNUSD. The MOU is designed to give the district some flexibility (until the state budget is more certain) within parameters established by the CNTA Executive Board. The Executive Board specified that the MOU must not cost the members anything, while still being proactive in relation to what could go wrong with the state budget. This Memorandum of Understanding (MOU), if passed, modifies the current contract and will remain in effect until the next contract is approved.
3. Joe Krause, CTA Executive Director, reported that the state revenues came in \$2.2 billion below the Budget Act Forecast, so the governor announced today that the Trigger 1 cuts (which don't affect K-12 school districts) will be fully implemented on January 1, 2012, and Trigger 2 cuts (which affect K-12 school districts) will be implemented on February 1, 2012. These Trigger 2 cuts will be about \$13 per ADA, which equates to a half day salary cut.
4. The contract (CBA, or Collective Bargaining Agreement), Article 16, Salaries, Paragraph 16.20, says that CNTA and the district will work together to maintain the financial solvency of the district and the financial security of unit members. Article 16, Salaries, Paragraph 16.23, says that net, ongoing, funded, unrestricted COLA and "Deficit Reduction" dollars, as well as any other additional net ongoing and unrestricted dollars, that are legally available for use for employee compensation, and are actually paid by the state and received by the district, shall be used for salary reinstatement. These funds, as a percentage of total revenue received by the district, shall reduce the Temporary Salary Deficit percentage by that same percentage, until restoration, by January 1st of the year in which they were received, without retroactivity.
5. This MOU says, **"The CNUSD and the CNTA agree that all funding identified in Article 16, Salaries, Paragraph 16.23 of the Collective Bargaining Agreement (CBA), between CNUSD and CNTA as being available for disbursement between the dates of January 1, 2012, and the official passage of the state budget for the State of California for the fiscal year 2012-13 shall be escrowed (saved) on behalf of unit members. The escrowed funds are to be those that have accumulated between January 1, 2012, and the official passage of the next California state budget. The total due each unit member shall be those funds that would have been directed into a salary increase in accordance with Paragraph 16.23**

of the CBA and the passage of the next California State Budget. Disbursement of funds to unit members shall take place within thirty calendar days of the passage of the next California State Budget.

Escrowed funds shall earn interest at a reasonable and customary rate. The interest accrued shall be reimbursed to the unit members when those funds are disbursed.

There shall be no increase displayed in the salary schedule during the time period of Jan 1, 2012, and the official passage of the next California State Budget.

This MOU has been negotiated in order to give CNUSD and CNTA ample time to have thoughtful discussions in keeping with the stated intentions addressed in Article 16, Salaries, Paragraph 16.20, of the Collective Bargaining Agreement (CBA).

6. Reps had to decide whether members would get their money month-by-month as a salary increase until a mid-year state budget cut or in a lump sum bonus when the state budget is finalized, which would avoid a midyear salary adjustment downward. If this MOU did not pass, members would have received a raise of about 2% on the salary schedule for about six months. Then, if the state had midyear cuts to the ADA, salaries would most likely decrease, but will not go below where they are now. If the MOU passed, members would get the money when the state budget is passed, which will probably be in the summer.
7. According to CNTA's ratification procedures, if this MOU passed by a two-thirds majority at Rep Council, it automatically would go into effect. If it passed only by a simple majority, the MOU would have gone to the members for a vote.
8. **The Executive Board recommends and moves that the Rep Council approve the MOU as written for immediate implementation with a vote by the membership on the MOU to be held when the full Contract (CBA) is ratified following negotiations on the full Contract in the spring of 2012. Motions from the Board do not require a second. Members discussed the motion with alternating pro and con statements. Vince Flores moved to call the question. Cheryl Wester seconded. The motion to call the question passed. Some members were not certain what was being voted, so they asked for a revote. LeAnn Heron moved to revote. Jennifer Turner seconded. The motion to revote passed. The motion to approve the MOU passed 59 to 23. Because the MOU passed by more than a two-thirds majority (two-thirds was 55), the MOU takes effect immediately.**

IV. ADJOURNMENT

Paaru Kwiatkowski moved to adjourn. Vince Flores seconded. The motion passed.

THE NEXT REP COUNCIL WILL BE ON JANUARY 17, 2012.