



Round 2 Negotiations Update

Hooray for the Weekend,

It is Friday. It is time for you to do those things needed to rest and recharge. We only have 5 more instructional days remaining before the hard earned winter break. With that being said I would like to provide some key information.

Association Representative meeting will be **Tuesday, December 13, 2022** at Buena Vista High School. Secondary concerns will be heard beginning at 4:30pm with elementary concerns heard at the conclusion of the general session. Please use the east entrance by the auditorium. It is labeled as door 21.

Negotiations are in full swing. We have now met twice with the district and have made progress. Negotiations will resume on January 9, 2023. More information will follow. Remember you are encouraged and welcome to attend the negotiations. Below is an update from chief negotiator, Molly Davies.

As always, continue to reach out with your comments, concerns, questions. The OEA is here for you.

In solidarity,
Michelle

Hello Friends! Happy Friday! ONE MORE WEEK!

I wanted to send an update about negotiations before the end of the year as we will not resume until January. We had some very important discussion about the intersection between compensation and teaching and learning conditions, AKA our workload. Before we get into the weeds on this, I want to be clear that in the state of Nebraska, bargaining about workload is really difficult. Due to statutes and precedents (avoiding the weeds here but if you want the weeds we can do that later) much of that falls into the domain of managerial rights. Our workload is deemed “inextricably intertwined with the goal and mission” of what we do as educators, so

many things we want to affect with contract language are management prerogative. There is a list of these items beginning on page 6 of the contract if you want a reference. This is what it means when you hear, "The district has the right to assign work." This is why in 2015, the district was able to increase the length of the duty day after successful negotiations were over.

The district has proposed a significant increase in compensation but included a note that links it to maintaining current staffing levels over the next three years. Much of last night was tied to figuring out exactly what that means. This is important for two reasons: 1) so we fully understand what we are agreeing to if we sign a three-year contract with this compensation, and 2) so we have a common understanding with the district. If I hire you to babysit for \$100, I should tell you how many children I have, whether you have to cook and drive, and if they are super naughty. Otherwise, you have no idea if you are being adequately compensated. We need to see exactly what they believe they are asking us to do in order to decide if we want to make that agreement, and to make sure that if the situation is worse than they estimated, that we have the information we need to say, "Ummm... this is not what we agreed to do," and address it.

Now we all fully know that the district has no way of accurately predicting what our workload will be next year. That is for a bunch of reasons, but chief among them is that we don't teach numbers. We teach human beings. And right now, most of us teach more of them than we are used to, and many are complex and struggling. However, the district is stating that they are going to "maintain staffing levels." That is a district prerogative. Staffing strategies, planning and responsibilities are their domain. If we agree to a contract, we are not agreeing that we think that is a good idea. We are not making a comment about what is possible and impossible if we are in a teacher shortage. We are making a decision about whether or not we will accept the proposed agreement as adequate compensation for that work over a three-year period.

We got a good start on trying to identify the workload that the base salary and other items of compensation represent to the district, but that work is not done. There are items the district is not willing to bargain that we have to decide to address or withdraw. We did agree on some items and there is a list below. There is much left to discuss. We will meet again on January 9 and 12 at the OEA. I encourage you to stay tuned. Thanks to those who attended the Zoom. It was really helpful.

Areas of tentative agreement:

- Personal days will be paid back at the current rate of sub pay (\$195 as of today)
- Documentation requested for absences will pass through HR and not supervisors/principals
- Building parent/teacher conference options will be set by building leadership and the Association's Representatives at that building, not set forth by the professional committee.
- School counselors will no longer be "guidance" counselors
- SLPs will be reimbursed up to \$300 a year for ASHA (annual) and state DHHS (even-numbered years) certification and there will be no cap over years.

Have a great weekend and winter break!

Molly Davies

OEA Chief Negotiator

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