

CBLT Bargaining Minutes

2/10/21

Virtual: ZOOM

1. CTA Opening

- a. The president asked the District if they were prepared to offer a response to CTA's proposed language for contract Article II: Negotiation Procedures that was first recommended last school year.
- b. District asked CTA to present the proposal to the group as they had only read the suggested revisions in an email.
- c. CTA agreed but first asked to discuss their concern about the District's stand on requiring bargaining meetings to be conducted in-person.

2. Bargaining Meetings In-Person

- a. CTA's legal counsel voiced that the District was engaging in a gross misreading of statute as bargaining meetings did not require a quorum and therefore did not fall under the requirement of in-person meetings.
 - CTA voiced that they were extremely disappointed in the superintendent and OCPS legal counsel placing even one more individual in danger than necessary.
 - CTA did not plan to waive their position and were livestreaming this meeting for their members.
 - CTA added that it was unfortunate that OCPS was following the guidance of a memo written by one person, working from home. OCPS's stance was also in contradiction to FEA's position and CTA will pursue their stand through appropriate channels.
- b. District responded that CTA has been informed of their position from OCPS legal and understood if CTA planned to pursue this disagreement through other avenues.

3. Article II: Negotiation Procedures

- a. CTA's legal counsel began by explaining that CTA remained committed to collaborating with the District to achieve consensus in bargaining, however, the amount of time spent in the current "Collaborative" model and the amount of stress it created, could not continue.
 - Approximately 95% of Florida school districts used a Collective bargaining model.
 - CTA went through the details of their Collective bargaining proposal including stipulations for "reopeners" with deadlines.
 - CTA could not conceive how the District would oppose their proposal or why they would even want to.
- b. CTA reviewed their Article II proposal (see document), page by page, highlighting several points.
 - The value of the Labor Management Committee was emphasized, along with the Evaluations and Appeals Committee and the Fringe Committee.
 - Through the platform of these committees, neither side would waive bargaining rights. Each committee would be a separate entity and there would be no requirement that issues be heard at committee before being addressed at the bargaining table.
- c. District asked for clarification related to the evaluation "tiebreakers" procedure that would be addressed by the CTA president and OCPS chief negotiator before moving on to a grievance.
 - CTA stated that specific language already existed in the Evaluation portion of the contract. There were two options: grievance or appeal with only one exception- the "tie-breaker."
- d. District asked what would happen in a scenario where agreements were reached in Labor Management (i.e. accepting a grant as written) and then an employee stated that they did not receive the right amount of money and wanted to file a grievance.
 - CTA suggested that the District propose language that would address concerns such as this.

- e. District addressed CTA's comment that this team seemed to be engaged in an ineffective process of "perpetual bargaining." To be fair, the past year reflected extensive "Impact Bargaining" due to the circumstances of the pandemic. The District did not want it to appear that they were being irresponsible.
 - CTA stated that they understood District's comment.
- f. District responded to CTA's Article II proposal by voicing that they had made the superintendent aware of CTA's proposed changes to negotiation procedures and that some factors would need to be brought to the attention of the School Board.
 - District liked the proposed limit to the number of articles that could be re-opened, as many districts did not include this provision.
- g. District spoke to the MOU for the Labor Management Committee due to expire during 2021 and noticed that some components were included in this Article II proposal, while others were not.
 - CTA stated that they wanted the MOU to be more solid and part of contract language.
 - District liked the opportunity to solve things quickly with the union to avoid grievances.
 - CTA did not object to what the District was saying but were trying to avoid being silenced, such as what happened at the Safety Committee....not being able to discuss a topic that was in the grievance process.
- h. District also pointed out that CTA was incorporating language from the Evaluation MOU.
 - Again, CTA stated that they wanted the MOU to be more solid and part of contract language.
- i. District noticed that CTA struck through extensive language that would discontinue multiple committees.
 - CTA found that many committees were ineffective and others seem to act as obstacles to bargaining. If an additional committee became necessary due to a legislative mandate or something unexpected like a pandemic, this team could agree to create an Ad Hoc committee if necessary.
 - District asked if this could be decided at a Labor Management Committee and CTA agreed that this would be agreeable to them.
- j. District observed that the language under "Joint Fringe" only referenced the CTA president, not OESPA.
 - CTA responded that this was their contract and OESPA was free to add this language to theirs.
 - District thanked CTA and relayed that they were simply seeking clarification.
- k. In reference to the Budget Committee strike-throughs, District would need to speak to their leadership. This committee has been in place for years and leadership has been vocal about wanting this process to remain collaborative.
 - CTA found the Budget Committee to be ceremonial in nature, lacking substance.
 - For example, Dale Kelly forgets to bring promised documents and minutes were never approved.
 - This committee made no progress to advance CTA's agenda, despite repeatedly presenting CTA priorities.
 - Last year there were no sessions of this committee and the year before there were two. It was a mess as it was disorganized and disrespectful. Historically the Chairperson for this committee rotated each year.
 - The District lead negotiator was not aware of this, as it was before his employment.
 - CTA relayed that just because a practice has been in place for years did not make it effective. Slavery was abolished after it went on for years. What exactly was the purpose of the Budget committee?
- l. District will work on meeting with the Board to review CTA's proposal. They required a quorum so it may take some time. District will get back to CTA as soon as possible.

4. Electronic Timesheets

- a. CTA thanked the District for responding to the questions they submitted, adding that they had a few additional questions.
- b. District could not get the payroll team to attend today's meeting, but this team could take a break and the District could seek answers during a caucus.
- c. District asked if CTA received their Timesheet FAQ, adding that it was also available on the intranet. District pointed out that they added CTA Q & A 's to their document.
- d. CTA stated that they had received the document.
- e. CTA asked how timesheets were completed for staff who held multiple positions.
 - District responded that if staff failed to record their attendance on their primary position, an employee's paycheck would not be impacted.
 - However, supplemental positions would not be paid if not recorded in a timely fashion. Supplemental payments were driven by established cutoff dates. If a cutoff was missed the employee's supplemental pay will be postponed until the next pay period.

5. March Spring Break Camp & Summer School

- a. CTA voiced that they were requesting to Impact Bargain these topics.
- b. District stated that they did not yet have the details, but would try to get them from Dr. Vazquez. They did know that any employee who wished to work would be doing so on a voluntary basis.
 - CTA stated that even if teacher participation was voluntary, working conditions needed to be safe.
- c. CTA recognized that some decisions would be based on how CARES Act monies were spent.
- d. CTA will send questions to the District. and the District voiced that this would be helpful.
- e. CTA pointed out that Spring Break was very soon and they needed information quickly, such as:
 - Which schools will be participating in Spring Break Camp?
 - What students are eligible for the Spring Break Camps?
 - Who will be teaching at these camps? Do all camp teachers need teacher certificates?
 - What are the goals of the camps?
 - What are the dates of the program?
 - What is the rate of pay?
 - What are expected enrollment numbers?
 - Will guidance counselors, social workers, psychologists, deans and Safe Coordinators be participating?
 - Will teachers be using other teachers' classrooms during these camps? What notification will be provided? Will there be permission requirements?
 - How will social workers, counselors, deans, psychologists, Safe Coordinators and other non-classroom instructional personnel be selected?

6. Closing Remarks:

- a. CTA stated that conditions remained stressful in the schools. The Medical Advisory Committee has voiced that they expected cases to escalate between March and May due to the COVID variant.
- b. CTA requested that the next meeting include Main Table discussions as well as Impact Bargaining to answer questions submitted.
- c. CTA intended to wait on sending the District their budget priorities until the governor's budget was passed.
- d. District and CTA planned to discuss possible dates and locations off-line.