

CBLT Bargaining Minutes

2/26/21

Virtual: ZOOM

1. Article II: Negotiation Procedures

- a. CTA's legal counsel began by explaining that when reviewing the District's counter proposal it was difficult to follow suggested revisions.
 - District notations were confusing, mistakes existed that did not reflect actual changes and it was extremely time consuming to compare documents in order to check changes.
 - CTA requested that the District send future revisions in the traditional format of redlining over the current contract.
- b. CTA also wished to clarify commentary made last session about references to the Labor Management Committee within this article.
 - It was stated that CTA's proposal largely incorporated the parties MOU on Labor Management Committee, however CTA's proposal was not incorporating the direct language of the MOU, but rather it was intended to improve upon it.
- c. CTA voiced that the District's counter-proposal included several instances of rewriting or restating what was already in the law.
 - CTA believe that it would make more sense to just reference the statute.
 - Including selective statute language might inadvertently speak to intent where there was none or give the impression that certain portions held greater importance.
- d. District thanked CTA for their comments and would like the opportunity to share their proposal.
 - They had no difficulty following their proposal as submitted to CTA.
 - The District believed that they were offering significant improvements to the Article and were agreeing to quite a bit of language proposed by CTA.
- e. **Section A.**
 - District added statute language back into the proposal. The verbiage has been in the contract for more than twenty years and they saw no need to remove it.
- f. **Section B.**
 - District added mediator request back into the proposal as it was "mature" language that benefitted both parties.
- g. **Section E.**
 - District added a statute reference which they described as a standard provision denoting that state laws, rules and regulations trumped contract language.
- h. **Section I.**
 - District struck through "unless mutually agreed by the parties" as either party should have option of bring Subject Matter Experts (SME).
 - District stated that this provision should not require agreement and that they were not trying to be "controlling."
 - District was open to a counter offer to address a flexible number.
 - CTA commented that this "District" revised-language provided an example of their initial point as it was impossible to differentiate who was proposing this change.
 - i. District asked if CTA would prefer that they highlight their additions.
 - ii. CTA responded that they preferred the traditional redlining style used throughout the country.
 - iii. District stated that they understood CTA's point, but disagreed with what style of revisions was used throughout the county.

i. **Section J. Labor Management Committee**

- District added language that would afford both sides the option to bring people to meetings to solve issues expeditiously. CTA was welcomed to counter the details related to this.
 - 2. b) through g) District stated that these provisions proposed by CTA were redundant and referenced things that the District already did. The District relayed that they were always open to discussion.
 - 3. District struck language (related to grant notification) as this would be difficult to adhere to.
 - 4. District struck language as it reflected practices already in place, stating that the Chief negotiator was the conduit between the union and the superintendent.
 - 5. District struck language as it reflected practices already in place
 - 6. District struck language as it reflected what was already discussed pertaining to SME's
 - 7. District struck language as they were not sure what the proposed provision meant
 - 8. District added "either party."

j. **Section I.**

- District returned language related to tentative agreements and was not sure why CTA had suggested removing this. The language protected both parties and had been in the contract over twenty years.
 - CTA responded that this provision was already in statute and did not think that it should be spelled out in the contract.
 - District did not think believe it hurt to include it.

k. **Section K.**

- District returned language related to situations that might require mutually agreed upon modifications.
- District added that the entire intent of the revisions was to change to "Collective" not to "clean up" contract provisions. Some language should remain that has been in place for years and protected both parties.
 - CTA disagreed, voicing that just because language was "mature" did not mean that it was unchangeable. Putting bits and pieces of statute in the contract could be confusing.
 - District disagreed and did not find it confusing. They added that employees were not lawyers. They would turn to the contract for answers. District also instructed their administrators to do the same thing.
 - CTA argued that contract language had the potential to unintentionally misinterpret statute, especially when selecting to include only portions.

l. **District struck through all Sections that referenced CBLT**

m. **Section M. Joint Committees**

- Fringe: District struck through a reference to the OCCTA president as proposed fringe changes went to the superintendent. The president was typically at the Fringe committees and aware of discussions occurring there. District also returned language that had been included for years.
- Safety: District proposed language but were open to a counter or changes.
- Budget: District voiced that this was a long-standing committee that they were not willing to remove, although they recognized that CTA was not fond of it.
- AD Hoc: District agreed to strike through.

- n. CTA's final comment related to the District counter proposal was that simply because contract language was "mature" or had existed for more than twenty years did not mean it was necessary or appropriate. The language may have "worked" for the District, but not necessarily for CTA.

2. Summer School

- a. CTA thanked the District for responding to the questions they submitted, adding that their primary motivation was to keep everyone involved healthy and safe. CTA had one additional question:
- Will there be a virtual option for families?

- District will consult with their leadership and get back to CTA.
- b. CTA requested that the current MOU be extended through the summer as medical experts were anticipating an increase in COVID cases in the weeks ahead due to the variants that were spreading.
 - District understood and would consult with the superintendent.

3. CARES ACT Money

- a. CTA thanked the District for responding to requests submitted about these funds.
- b. CTA stated that with an \$18 million balance they would like to offer suggestions on how it was spent:
 - Permanent substitutes for the duration of the COVID crisis.
 - 95% of CTA members who responded to a recent survey expressed that a critical shortage existed.
 - Stipend for hybrid teachers
 - Volusia provided hybrid teachers a \$500 supplement each quarter and this provision was in the process of being extended.
 - Cleaning supplies and K95 masks for vulnerable groups.
- c. District requested that CTA send them the results of their member survey.
 - CTA agreed but did not appreciate the offensive commentary from the District suggesting that their survey results should be dismissed.
 - CTA voiced that their leader had the right to survey members and hear their voices. Responses from ¼ of members (2,000) should not be dismissed.
 - CTA added that they also had an abundance of comments that the District should read.
 - District reiterated that they would like to see all of the results and wanted the record to reflect that they were not dismissing survey results.
- d. District also requested a copy of the Volusia county hybrid stipend agreement.
 - CTA responded that they would try to get it but this team could create their own. The District was also welcomed to reach out to the Volusia superintendent who signed it.

4. High School Schedule Pilot Program

- a. CTA president issued a statement (see document) voicing disappointment at the District's lack of respect for CTA including never notifying CTA of select high school time changes for the upcoming school year. CTA only discovered this impact on working condition by watching the 2/23/21 School Board Meeting.
- b. CTA president also found the statement made by Chair Jacobs troubling as she appeared to put down the union and insinuate that they did not put students first. As educators, CTA always considered student needs, but collective bargaining was about workers' rights. Teachers' working conditions determined students' learning conditions. CTA was committed to defending the rights of every teacher.
- c. CTA president expressed that the District was attempting to manipulate contract language to bypass bargaining, quoting Article XIV Duty Day B. While that provision allowed for site-based decision making in some instances, including creative scheduling, it must be voted upon by the teachers in an election overseen by the school's Faculty Advisory Committee or if there is none, the union President or designee. Specific requirements existed for the vote and vote counting. Furthermore, votes to change schedules expire at the end of each school year.
- d. District responded that they did not violate anything in the contract and that they received proper teacher buy-in with surveys.
 - CTA disagreed.
 - District stated that Evan HS had over 90% of teachers supporting the pilot and Windermere had more than 70%.
 - CTA requested evidence that the District followed the Contract provisions including the Faculty Advisory Committee.
- e. CTA will provide the District with a list of questions related to this initiative.
- f. District will work to gather answers and will have Dr. Border attend the next Bargaining session.
 - CTA stated that they would also be inviting FAC chairs from the affected schools to participate.

5. Closing Remarks:

- a. CTA requested that a follow-up Bargaining date be established to continue bargaining related to:
 - Article 2
 - Summer School and extending the MOU
 - High School Pilot Schedules
- b. District suggested bifurcating the agenda:
 - Main Table – Article II. The District was not pushing back on this change and were open to tweaking the language.
 - Impact Bargaining – Summer MOU and the High School Pilot Schedule.
 - District may have an answer sooner about extending the MOU.
 - District asked if CTA wanted a separate meeting just for the High School discussion.
 - CTA believed these discussion could happen on the same day by delineating the different topics. CTA was concerned that “pilot” program suggested a future intention of expansion.
- c. CTA agreed to send the District some possible dates for Bargaining as well as for Evaluation Appeals.
- d. CTA asked that their CARES Act money suggestions be forwarded to District leaders.



President’s Closing Statement

Bargaining Meeting - February 26, 2021

The Orange County Classroom Teachers Association wants to express the extreme disappointment with the District’s seemingly purposeful disrespect for the union and all members of our bargaining unit.

More specifically, I want to address several situations, including high school time changes. District leaders never notified OCCTA of their plan to extend the school day at several OCPS high schools, forcing working condition changes. I only learned of this at the February 23rd School Board Meeting as part of the Strategic Plan Discussion where Dr. Border reviewed a plan already in place to have 9-10 day periods into evening hours at Evans, East River and Windemere High Schools. Following that presentation, the Superintendent stated, “The entire faculty has to vote for that kind of swing because some teachers will be coming early, some later. So individual schools – we have to make that sales pitch that it’s good for children and for some of our employees, as well. It will become a collective bargaining issue in some instances. So not quite as simple as that, but we’re hopeful that because we’re going to see such outstanding outcomes that teachers will be agreeable with it as well as our union and make selections that best suit their needs as well.”

Following her statement Chair Jacobs stated, “I agree with your comment Dr. Jenkins that it may come down to collective bargaining, but our kids, our students come first. Their welfare comes first and that’s what collective bargaining is for. I don’t think any of us are intimidated about going through that process. We’re not the ones that sit at the table. . .”

The District put a plan in place, even notifying students and parents to select their schedules for next year at least one of the schools, *before even discussing this bargaining issue with OCCTA*. The statement made by Chair Jacobs at the School Board Meeting is troubling. She appeared to put down our union and insinuate that the union did not put students first. It

also appears that the Chair does not understand the bargaining purpose and process. We negotiate for our bargaining unit members. Of course, as educators we always consider the students' needs, but collective bargaining is about workers' rights. Teachers' working conditions determine students' learning conditions. As far as her statement about not being intimidated, if she is implying this will be another issue that the District attempts to unilaterally impose or bulldoze, I assure you we are prepared to defend the rights of every teacher. It is apparent that the District tried to circumvent the bargaining process. The District should come to the table in good faith on this issue.

It also appears that the District manipulated contract language to bypass discussions and bargaining impacts with the union. Yesterday I received a letter from Chief Negotiator Jim Preusser informing me that the District was proceeding with this initiative and suggesting they had the right to change times citing Article XIV Duty Day B. That provision allows for site-based decision making in some instances, including creative scheduling. However, that provision must be voted upon by the teachers in an election overseen by the school's Faculty Advisory Committee or if there is none, the union President or designee and specific requirements exist for the vote and vote counting. But most importantly, those votes to change schedules expire at the end of each school year. No FAC or school faculty can vote for an initiative to take place in the future which could impact an entirely different faculty. The contract language (Article XIV Duty Day B.2.) states:

“Such agreements shall be conditioned upon a majority vote of support by secret ballot of those voting from the faculty, reduced to writing and distributed to each teacher at the school. **The agreement(s) shall remain in effect until the end of the school year.** The FAC shall conduct the election. The faculty shall receive notice of the election in writing at least two duty days prior to the voting. The voting period shall extend for up to two duty days. The most senior Association Representative shall be present at ballot counting. If there is no Association Representative, the administrator shall contact the Association President/designee prior to the ballot counting so that s/he may be present to observe.”

Again, the contract states, “The agreement(s) shall remain in effect until the end of the school year.” Clearly, the District cannot attempt to make schedule changes at high schools across the district and use a school-based contract provision that expires each year to do so. Any vote that was conducted – and indeed, at least one of those school's union leaders had no knowledge of a vote or the plan – would be invalid based on the contract language that requires the vote is for the current year. This plan is for the next school year and is for multiple schools, not one particular school.

Throughout this school year - this incredibly stressful and challenging year - Orange County Public Schools has shown nothing but a lack of compassion and disrespect to the union and every member of our bargaining unit. The offensive and callous behavior has been most prevalent in our fight to protect teachers and yes, students during the pandemic. Right now there are union members and other employees fighting for their lives after being infected with this terrible virus. And yes, despite denials of District leaders, teachers say that they were infected with the virus from exposure at their school or worksite.

On Tuesday night, the School Board Chair noted that 500,000 Americans lost their lives, but there was not one word for the OCPS employees who lost their lives, and no mention of the suffering of all the employees and students and the others that they spread the virus to - some who are still suffering from serious heart disease and other complications months later.

The actions of District leaders have led to the elimination of trust and respect. We ask all District leaders to commit to maintaining a civil and respectful relationship and bargaining in good faith once again. We stand ready to resume working collaboratively with the District.