

CBLT Bargaining Minutes

3/12/21

Virtual: ZOOM

Some Participants In-Person: CTA Office (*at District Request*)

MAIN TABLE

1. Article II: Negotiation Procedures

- a. District reviewed their suggested revisions, commenting that they believed that the two parties were close to agreement (see document).
 - District noticed that CTA struck through Labor Management Committee (LMC) language.
 - CTA responded that their rationale was that the LMC meets anyway and there did not need to be language that restricted its parameters.
 - District believed that language related to LOUs was important as it protected both parties and ensured that conditions remained until the contract expired.
 - If the District notified CTA of a change and CTA believed effect/impact bargaining was needed, then the parties could develop an MOU, similar to the one for the Mental Health Curriculum. The MOU expired before the contract but it allowed the union to have substance outside of the contract.
 - CTA believed that much of that language was superfluous and not needed based on what the statute says about contracts as well as the next sentence covering that content. "During the terms of this contract..." was not really needed.
 - District wanted to keep language that referenced "does not constitute a substantive change" as they did not recall that it caused any historical problems or lead to grievances.
 - CTA responded that this language could be up for interpretation and cause unnecessary hurtles, however CTA will discuss this in caucus.
 - District wanted language to be clear. A principal might question why so many MOU's existed and they would find the answer in this language.
 - District also believed that the language CTA added on page7, #5 about the Budget Committee was too broad, as well as "voluminous" and over-burdensome for the District. Other options existed for CTA to attain the same information:
 - At Board Meetings
 - Through Record Requests
- b. CAUCUS Break
- c. CTA reviewed their suggested revisions, commenting that they only had a few suggested revisions (see document).
 - Under Section A. CTA believed that part of a sentence that existed in the current contract was left out inadvertently: "and any appropriate rules and procedures." CTA was open to this language staying or going.
 - Under Section I. CTA clarified wording. District agreed.
 - Under Section K. CTA agreed to add language back in about MOUs as long as the language allowed the parties to enter into any MOU that was permitted by law. Sometimes the contract and MOUs sunset on different dates.
 - District asked for additional clarification related to suggested contract revisions. It was their understanding that CTA was proposing that either party could open up to 3 articles, and then when Salary and Fringe were added, this could equate to potentially 8 articles annually. They also pointed out that there was no language that spoke to successors.

- CTA confirmed that the District’s understanding was correct. If neither party chose to open articles, the contract would stay the same. Successor language was in the contract’s article that addressed duration and existed in statute.
- District commented that not everyone understood statute and they believed that successor language should be clearer.
- CTA agreed to discuss and consider.
- Under Section M. #5 related to the budget committee, CTA added compromise of “10 days” instead of “simultaneously.” CTA considered the budget committee ceremonial. If the District were to send something to the state electronically, it would be very simple to “cc” the union as other districts engaged in this practice. Another option would be to provide CTA a link to access the information. This would not be difficult. CTA routinely felt that their record requests were “stone-walled.” They took too long, were often expensive, and did not necessarily even include the information requested.
- District responded that even with CTA’s suggested revision, the language remained too burdensome. They suggested that CTA reword this suggestion. They followed this question by asking for clarification about what was meant by “stone-walled.”
- CTA believed it would be more appropriate for the District to suggest a counter proposal that they would not find burdensome. “Stone-walled” examples were shared, such as CTA being told that information would be available at the next meeting and then it was never produced. CTA often waited extensive periods of time that stalled their proposals. Sometimes when information was received, it was no longer relevant. It was difficult to represent members when information was not provided in a timely manner.
- District stated that they received thousands of record request and staff worked on them diligently. When CTA requested financial information, it had to go through multiple departments and they responded as quickly as they possibly could. However, the District understood CTA’s position and if they could provide a counter, they would, however as written, the proposed language put the District in a bad position that would likely lead to grievances.
- CTA suggested that the District simply provide the information automatically in good faith, thus avoiding the need for language at all. CTA would think that the District would want to be transparent with their own employees.

2. Next Meeting “Main Table”

- a. CTA requested that Insurance be placed on the next agenda and that Beth Curran and Dale Kelly be invited.
 - CTA stated that conversations at the last Fringe meeting spoke of the need to increase insurance rates due to a projected loss. CTA’s committee members could not endorse raising insurance premiums.
 - District responded that it was premature to invite Beth or Dale since this discussion has not yet occurred with district leadership or with the superintendent. There was no proposal to consider at the main table.
 - Furthermore, District agreed that there were discussions about projected shortfalls but added that the Fringe committee was only at the stage of looking at what premium increases, plan changes or a combination of the two might look like to cover a projected loss.

IMPACT BARGAINING

3. Extension of Reopening of Schools MOU Through Summer

- a. CTA stated that although Dr. Vazquez has said that safety provisions would remain in the summer, CTA requested written assurance. This has been one of the most difficult years for teachers and they needed a guarantee of safety if they elected to volunteer for summer work.
- b. District relayed that not all portions of the MOU were relevant to summer (i.e. Launched@Home), that they would be interested in hearing what CTA thought should stay, and what parts should go. At the next session District planned to present their perspective on portions that could be removed.
- c. CTA responded that they could send suggestions to the District quickly as time was of the essence. Teachers were interested in working during the summer if they believed that they could do so safely.
- d. The District was not opposed to extending the MOU and would like both parties to exchange suggestions to expedite the process.

4. High School Schedule Pilot Program

- a. CTA stated that the impacts of this district initiative needed immediate attention. It was their understanding that Dr. Border would be present at today's meeting to answer questions.
 - Aside from the impacts to teacher working conditions, the benefits and safety of the students, such as transportation and getting home safely in the dark, security, nurses on campus supervision, equity for every student ESE and special needs students to be included, and other issues, needed to be considered.
 - From meetings conducted with teachers at these three schools CTA confirmed that the planning for this pilot was done in haste. CTA was not notified of this initiative, which was consider both bad faith bargaining and an unfair practice. Even when a teacher at one site appealed to the principal for more time and information teachers were lead to believe that the initiative was endorsed by CTA. CTA knew nothing of this plan.
 - At another school, an AR and the FAC chair said the FAC had no involvement in the vote and little knowledge of this plan. Shockingly, the principal of this school -Evans High School - went on Channel 9 and lied saying that the FAC was involved.
 - At another school, teachers received an email from the principal suggesting that if teachers cared about students, they would support this plan.
 - At every school, teachers had dozens of unanswered questions. There was no solid plan before voting and no information on how teachers would receive their choice. Teachers were told they would be able to work the hours that they wanted. In at least one school, students already selected their schedules!
- b. District responded that some of the comments shared by CTA reflected new information that the District would like to take back to Dr. Border.
- c. CTA drafted a proposed MOU related to the High School Schedule Pilot Program (see document)
 - CTA explained that the article quoted by the District did not apply because the voting FAC could only conduct the referenced elections during the current school year. This initiative affected the 21-22 school year.
 - District understood but voiced that there was a need to plan.
 - CTA expressed that this team needed to reach an agreement and to do so quickly and properly.
 - District understood CTA's position and sensed that CTA was re-writing contract language.
 - CTA disagreed.
 - District indicated that they would look forward to attaining CTA's proposal through email and would plan to review it with Dr. Border and Dr. Vazquez.
 - CTA asked for an estimated time frame.
 - District answered "next week."
 - CTA inquired as to why Dr. Border did not attend today's meeting.
 - District said that once CTA filed a grievance, this plan changed. The District had a great deal to review and were still working to answer all of CTA's questions.

5. Student Testing on Saturdays

- a. CTA stated that on March 5th they received an email stating: “After further assessment, the District will not be offering Saturday testing or test only days this school year. Our testing will remain status quo. However we do anticipate some students learning virtually will make the decision to come to school for face to face testing and the District will continue to allow all health and safety procedures agreed upon MOU.”
- b. The on March 11th, CTA received an email saying, “don’t know if you saw this planning survey” related to testing students on Saturdays, and the document was attached.
- c. District responded that their March 5th statement was correct as there will be no testing on Saturdays. District simply wanted CTA to have a copy of the survey that had gone out.

6. Closing Remarks:

- a. CTA and the District will coordinate some possible dates for Main Table/ Impact Bargaining to occur after Spring Break.