

CBLT Bargaining Minutes

7/22/2021

Virtual: ZOOM

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

1. CTA Opening

- a. CTA president voiced that teachers were approaching the new school year with fear and trepidation as uncertainty surrounded what health and safety provisions would be in place (as masks were now optional) and our community's COVID -19 cases were on the rise. The Delta variant was even infecting some who had been vaccinated and children under 12 were unable to be vaccinated. Only 27% of Orange County's eligible students had been vaccinated and only 48% of the county's adults had been vaccinated. CTA demanded to Impact Bargain health and safety issues since the existing MOU expired on July 31st, offering the District six dates before teachers returned (which were refused) but the District suggested dates during preplanning. Furthermore, they provided CTA with a draft of proposed changes to the OCPS COVID-19 Health and Safety Manual that cut provisions from 80 pages to 20, reverting to numerous pre-pandemic policies and procedures, as if students and staff would be safe, during this continued pandemic, with few protections. Schools would be at full capacity and the proposed revisions ran counter to CTA contract language, which required the District to maintain safe and healthful working conditions. Many guidelines were removed, such as those for social distancing, cleaning and disinfecting, PPE, many clinic procedures and accommodations and flexibility to use sick leave to stay home if family members were sick. Added provisions included an option to implement hybrid learning if needed even though the District rejected a hybrid supplement and proposal.
- b. Following this statement, a bargaining team member provided CTA's detailed responses to the last email that the District sent to each member of the bargaining unit ("News You Can **Actually** Use," see document).

2. District's Response

- a. The District voiced that they provided the dates of Aug. 2nd, 3rd and 4th to Impact Bargain, offering entire days. They also pointed out that CTA declined to participate in a Safety Committee meeting on July 28th and they wanted to know why.
 - o CTA considered the Safety Committee "fake" as the District continued to impose their decisions and not consider CTA's recommendations.
 - o District reminded CTA that it was in the MOU that they were supposed to participate.
 - o CTA told the District that they would come to the meetings again when school resumed.
 - o District argued that CTA gave them that same date to consider Impact bargaining
 - a) CTA was not going to argue about it.
 - b) District did not want to argue but voiced that they were presenting a fact.
 - o District repeated their availability of Aug. 2nd, 3rd and 4th.
 - o CTA sensed that this was a "rerun" of last year and the District was trying to delay. The District claimed that they had no availability any time in July before teachers returned despite CTA asking on July 16th.
 - o District responded that they had obligations beyond CTA.
 - o CTA's counsel voiced several facts, while stressing that this was about a public school system.
 - a) Irreversible health effects existed, a deadly variant was present that we had no control of and schools were opening.
 - b) This would seemingly present a priority to address before teachers returned.
 - c) District repeated their availability of Aug. 2nd, 3rd and 4th, any time day or night.
 - d) CTA found it horrific that District refused dates before teachers returned.

- e)** District retorted that no one was refusing to Impact Bargain, if they can find a way to make themselves available next week and the chief negotiator did not have to bargain with the other unit, he would let CTA know. Otherwise, please let the District know which dates during the first week of August they preferred.
 - o CTA added the District’s new Health and Safety manual would go into effect (be imposed) on August 2nd, with no opportunity to Impact Bargain.
 - a)** CTA pointed out that this was actually the first time that the District provided their proposed changes to CTA in advance, before posting to their website.
 - b)** CTA expected that teachers would be facing minimal protections as the virus soared.
 - o District countered that this was CTA’s opinion and that if they had a cancellation, or if appointments could be shuffled or cancelled to arrange an Impact Bargaining session next week, they would let CTA know.
 - a)** CTA did not want them to cancel which was why they offered evening time slots, as this was a medical emergency about human beings, including children’s safety. It was critical to meet before August 2nd to implement changes that the District might agree to.
 - b)** District will get back to CTA.
 - o District asked if CTA had a prepared health and safety proposal, pointing out that CTA voiced a litany of concerns. If CTA had any suggestions they could look at, they would “send them up the flagpole” to the superintendent and school board.
 - a)** CTA stated that they did have suggestions and if the District were to simply take the MOU in place during summer school and strike through the mask policy, and make a few other changes, it would offer a reasonable start.
 - b)** District asked CTA to send that to them.
 - c)** CTA relayed that they were not going to do that, preferring to bargain face and face and refrain from “playing games” with the District. Historically, CTA found that they provided the District with proposals they were supposed to send back, but the District never they followed through as a delay tactic.
 - d)** The District pointed out that CTA was not face to face and were participating virtually, furthermore, District had nothing to look at and provide to leadership.
 - e)** CTA said that they could send suggestions or meet directly with leadership themselves.
 - o CTA suggested that after they caucused, following main table, they might be open to presenting and going over their proposal, explaining why they made each suggestion. Such would lend itself to a real bargaining discussion, not sending documents to the District and never getting a reply.
 - a)** District had no problem talking about this today but believed that CTA was mixing together two types of bargaining and trying to deflect, focusing on Impact Bargaining, when today was scheduled as a main table bargaining day.
 - b)** CTA said they were not deflecting or trying to forego main table discussions.
 - o District stated that if CTA wished to share documents related to their demand to Impact Bargain, the District would be happy to review them and them back to leadership today. They considered this different than demanding to meet on dates when the District was unavailable. District would also look at their schedule and see if schedules could be adjusted.
 - o District asked to move back to main table but first wanted to clarify that they would be expecting CTA to come back in the afternoon, after caucusing, and providing information.
- b. Regarding CTA’s comments about their FAQ’s, they know that their responses were factual and they knew that CTA did not agree.
- c. District asked if CTA actually planned to respond to the District’s main table proposals.
 - o CTA assured the District that they did plan to respond as the day was scheduled for bargaining.
 - o District replied that they were simply trying to understand the agenda and format for the day as CTA was trying to blend main table and impact bargaining.
 - a)** CTA agreed that they were separate and that they were not blending them.

- b) District voiced that this was the first time they heard that the manual would be discussed today and they had no problem with that.
- c) CTA was not blending Impact Bargaining, they were simply trying to take care of a brief clerical matter of moving up a date to Impact Bargain a life threatening emergency.
- d) District said this was contrary to what the president just said which was that following a caucus, CTA would provide suggested changes.
- e) CTA confirmed that today would be moving forward with Main Table discussions and the record would reflect that the District could not provide a date before August.
- f) District did not want to continue this back and forth discussion about dates, repeating that if appointments could be shuffled they would let CTA know.

3. Main Table

- a. District commented that they were ready to hear CTA's counter.
 - o They were holding on their positions until they saw CTA's proposals. They responded to all of CTA's proposals and moved on the amount of their proposed supplement from \$2000 to \$2500 and adjusted the benefit changes to two years.
- b. CTA began by stating that the two sides were very far apart and things looked bleak. CTA was not sure how to move forward as they respectfully disagreed with District's position and the District disagreed with CTA's position.
- c. **Appendix A-5 Years of Employment Supplement:** CTA asked if the District was willing to provide any recurring dollars to provide a longevity supplement.
 - o District responded, "No," it entailed north of \$14 million of recurring funds when the lead nurse supplement was included.
 - o CTA stated that Orange did not have steps and veteran teachers had been left behind. This proposal was the only way to reward them. Other districts offered this. CTA had proposed it before and the District rejected it before. It was time for OCPs to step up and fix what the state did last year, focusing raises on beginning teachers. Those with 10 years of experience now made little more than a beginning teacher. Experience and loyalty needed to be rewarded. We need to keep veteran teachers, "in our village" by budgeting for them and letting them know that their experience counted. This was a central piece for CTA.
- d. **Health Insurance:** CTA recommending no changes to insurance plan, not one penny from members pockets. It was asked if the District could agree to this.
 - o District responded that they could not, as they were self-funded and had fiduciary obligations. Their proposed plan changes impacted the fewest people. Orange had been in the red for several years and there was the potential of losing the self-insured option which would be a greater burden. District understood CTA's position.
 - o CTA pointed out that Duval was paying insurance increases with ESSER monies and was doing so up until 2024.
 - o CTA rejected the District proposal of passing approximately \$6 million of the expected \$10.6 million that would be generated by the increases onto their members.
 - o CTA added that the District's proposed changes were permanent but raises proposed would be over in one year. While CTA appreciated the District data would suggest changes only affected 4% of the group, these individuals tended to be the sickest people.
 - o District responded that they were not saying that they did not care about the 4% of insured who would be impacted by their proposed changes, but they understood CTA's position. If they had gone with premium changes, it would have impacted 100% while the plan change impacted 4%. Offering to leave the changes in place for two years had even a lesser impact.
- e. **Addition of Beach Volleyball:** CTA rejected this supplement as the beach volleyball supplement should be included with their proposed supplements.
 - o District replied that there was no cost factor to their proposal, it was simply a new sport.
 - o CTA asked how the new coaches would be paid.

- District said that schools would have to shift monies in their budget to cover the cost. This was something that schools were accustomed to.
 - CTA asked whose dollars the school would take away to pay the new coaches.
 - District relayed that this was a school-based decision.
- f. **Appendix F. Registered Nurses:** CTA recognized that the District already voiced that they were unwilling to provide the lead nurse supplement, but wanted to ask again if there was any way.
- The District understood CTA's passion about their proposal but could not agree to anything recurring. Including quarantine language, hybrid language and the DROP proposal. These too had costs.
- g. **Article XVII. Fringe Benefits (DROP Proposal)** CTA asked if the District was willing to consider their extension of DROP proposal.
- District voiced that the proposal had a \$12 million price tag and there were also many unknown factors, such as how many teachers decided to go into DROP. They could not agree to any proposal with recurring dollars.
 - CTA asked for clarification as they understood that the cost for each person was a certain amount. If teachers stayed because DROP was extended, these would be instructors that the District would not have to replace with a new teacher and still pay retirement contribution .
 - District was only speaking to current DROP teachers, they were paying \$12, for the 3 years.
 - CTA considered that "fuzzy math" and requested to see how the District calculated that in a written breakdown.
 - District said they would provide this and also pointed out that there was a FL statute that spoke to the superintendent's authority to make decisions about DROP extensions and their legal team believed that CTA's proposal usurped her authority.
 - CTA disagreed as they were mirroring other Districts. Their proposal said that teachers could apply, not that they would actually get it. This was another example of the District undervaluing veteran teachers. CTA has seen OCPS push out the experienced, higher paid teachers over the years and hire those less experienced and less-expensive. CTA saw more resignations, retirements and non-reappointments each year so the price tag of paying veteran salaries was shrinking. Managers had an incentive to stay with the District but veteran teachers had no incentive. This was saving the District a lot of money.
 - District will send CTA their numbers. They disagreed but did not want to argue with CTA.
 - CTA continued by stating that DROP was part of the retirement plan. OCPS managers had a better package than the teachers. To keep managers the District had perks, but veterans did not have incentives. Without incentives, veteran teachers left and the District hired younger, less-expensive instructors. This was perceived as senior teachers not being valued. Teachers were hearing "no longevity supplement, no improved retirement package and increased health insurance factors." While saying that veteran teachers were appreciated, the District actions indicated the contrary.
 - District countered that CTA's proposal came with a recurring cost it usurped the superintendent's authority.
 - CTA stated that they were not asking that.
 - District suggested that CTA then revise their proposal.
 - CTA stated that they did not agree. The superintendent had a right to extend DROP. CTA rejected the District's rejection. There seemed to be an inability to make progress.
 - District expressed that they never heard that before.
 - CTA said that they had never heard of a chief negotiator saying that they could not meet to bargain in the middle of a health crisis.
 - District found that comment inappropriate and thought the team had moved on.
 - CTA understood but voiced that emergency circumstances or perceived emergencies, required people to treat things differently. CTA's request was urgent.
 - District reminded CTA that they recommend that a proposal be sent to them.

- CTA stated that they had historically sent proposals to the District and the District promised to respond by a specific date and then CTA did not hear back. Then five minutes before a bargaining session, CTA received a counter. CTA wanted to engage in real Impact Bargaining. They found it hard to believe that there was absolutely no time in District's schedule including after hours and weekends to address safety.
 - District voiced that if CTA was going to keep yelling at them, it might be a good time to caucus.
 - CTA responded that they were just begging that District saw that this as health and safety and it simply required a one minute conversation to compare calendars.
 - District asked if they could have CTA's proposal in advance.
 - CTA responded that they had been working on it day and night.
 - District interpreted this as CTA would send it if they could.
 - CTA retorted that such was not the point. CTA often did not hear back from the District until right before the next session which slowed down the process, thereby creating a perception, based on experience, that they would not hear back in time.
 - District would be happy to share any proposal with the superintendent, the minute it was received, but hoped that the team could now continue with main table discussions.
- h. **(Continuation) Appendix F. Registered Nurses:** CTA recognized that the District already voiced that they were unwilling to provide a supplement for the lead nurses.
- District responded, "No, no recurring monies period."
 - CTA relayed that "No recurring monies period" would put them in a bad position. They rejected this District position, adding that the two sides were fundamentally far apart.
 - District reminded CTA that they did move, even though CTA did not like it, but that the union had made no movement since June 29th. There was almost \$45 million on the table from the District.
 - CTA offered illumination on the reason the two sides were at "loggerheads," while respecting both parties' positions.
 - a) The vast majority of monies offered by the District disappeared after one year.
 - b) CTA was hearing from members who were almost unanimously stating that they needed money to last beyond one year for recurring bills and also they did not trust the District.
 - c) District continued to communicate that they could not offer any significant recurring money. CTA cannot close a deal that did not include significant recurring money.
 - District asked if CTA was saying that the team was at impasse.
 - CTA stated that they had not made that decision but was asking the District if they agreed that the two sides were fundamentally worlds apart.
 - District agreed that they could not support the reoccurring money as CTA's price tag was \$60 million. If this came from their reserve of \$12 million, it would be gone in two years.
 - CTA countered that their argument assumed that no cost saving could be found and no budgetary efficiencies could occur. They reminded the District that only \$2.4 million of their \$44.7 million was recurring.
 - The District thought that CTA was bringing budgetary cost-saving suggestions today.
 - CTA retorted that the District was accepting no responsibility to budget for teachers.
 - District stated that such was CTA's opinion and their proposal could not be sustained.
 - CTA disagreed with the District's argument about an inability to find savings and calculated that 95% of the District's offer was non-recurring. They then asked if the District could make their entire \$44.7 million offer recurring.
 - District responded, "No."
 - CTA asked if the District could make their \$40 million of their offer recurring.
 - District responded, "No recurring."
 - CTA asked if the District was ever planning to budget salary increases for teachers.
 - District could not predict the future and could only speak to the current year.
 - CTA stated that the District saved millions of dollars last year and did not budget one penny for teacher salary increases. How could an employer fail to budget raises? 3-5% was a decent raise.

- District answered that more students were expected and millions less from the state. They knew that CTA did not like their proposal.
 - CTA stated it had to do with a “dislike,” but rather their proposal was not workable for families.
 - District understood that the two sides disagreed but they were following Board authorization.
 - CTA reminded the District that the maximum recurring a teacher would get was \$175.
 - District agreed but they would get a total of \$3675.
 - CTA commented that their members say that \$175 recurring failed their families. In fact it was taxed and they might take home \$100 of that. The president of the US put together a significant amount of money to save public schools. Teachers have stood up in ways they never had before. They need their employer to not just tell them how great they were but compensate them for the real bills they must pay. CTA believed that the District could turn the budget upside-down to tighten efficiency, while not hurting students, to find some recurring, so that families were not left behind as inflation increased 2-5%. The District’s offer was fundamentally missing the mark.
 - District responded that \$60.6 million could not be found with budgetary savings.
 - CTA answered that they could move on digits if they got some reoccurring money.
 - District suggested that CTA provide a counter.
 - CTA stated that they did provide them with a \$42 million recurring counter offer.
 - District agreed that there was a fundamental disconnect and repeated their same argument that CTA’s proposal would deplete their reserve.
 - CTA reminded the District that each year they over-budgeted and that extra money went in the reserve. If they discontinued that practice, they could budget for a raise. It was not just “where” they were as a District financially, but “who” they were as OCPs.
 - District stated that they could not comment on the future of budgeting raises as CTA asked.
 - CTA stated that budgeting required long-term projections. They felt like the District had decided that there was a need for teachers’ families to subsidize the District’s poor budgeting. It was too easy to say that raises were not in the budget. Whose budget was so far off every year? In school, that would result in a poor grade.
 - District found CTA’s theatrics to be ridiculous.
 - CTA asked how the District could defend their inability to budget correctly.
 - CTA voiced that they rejected all of the District’s counter proposals related to salary.
 - District asked if CTA were rejecting their entire package, including the Beach Volleyball supplement.
 - CTA acknowledged that this was the case because beach volleyball was part of a supplement package and today they learned that it was money being taken away from other teachers.
 - District asked again, for clarification if CTA was rejecting their entire package proposal.
 - CTA reminded the District that they rejected theirs and that they were still going through the other proposals with questions.
 - District disagreed, as they provided counters which they did not consider rejections.
 - CTA stated that they rejected the District’s offer and gave them a counter they did not accept.
- i. **Article XV. Work Year:**
- CTA asked if the District was willing to consider accepting their original summer employment proposal for school psychologists and counselors.
 - District said that provided a counter with the word “may.” Staffing was a management right.
 - CTA interpreted “may” as useless which always gave the District an out.
 - District said that if they needed more help than the employees could provide, they had the right to contract out.
 - CTA explained that the proposal related to psychologists being asked to work before contracted psychologists.
 - CTA rejected the District’s counter and asked them to accept their original proposal.

- j. **Article XIV Duty Day:** CTA asked if the District was willing to consider their proposal related to hybrid teaching.
- District responded, “No,” it included recurring costs and there had also been no decision about hybrid for the upcoming school year.
 - CTA pointed out their proposal was pedagogically sound, voiced by teaching experts.
 - District argued that CTA was trying to insert language into the contract that was more appropriate for Impact Bargaining discussions. Just because CTA thought it was appropriate did not mean it was.
 - CTA maintained that there were many things in the contract that were written to protect good teaching and learning. Teaching two classes at once was not good for teachers or students. CTA felt that the District was rejecting it because they wanted hybrid teaching to be a management right. What was being proposed in the newly drafted Health & Safety Manual was unfair to teachers and needed to be in the contract. Teachers would be expected to bring virtual students into their face-to-face class when kids got sick or broke a leg. Teachers would have to craft two sets of lesson plans and spend their own time, for an unwise decision. When teachers were ordered to do this, they should receive a supplement
 - CTA added that other districts gave hybrid teachers a supplement and OCPs could do so, as well, with ESSER funds (which CTA reminded the team was another area that required bargaining).
 - District voiced that they were not going to use ESSER funds for recurring costs and they also had received no direction from the state on how ESSER 3 monies would be spent. ESSER 2 funds were being used on new teachers because that was the purpose of the money. Regarding hybrid, the District did not bargain decisions, they only bargained the effects of their decisions. Since no decisions were made yet about hybrid teaching, there was nothing to impact bargain. The District would not agree to put that language in the contract.
 - CTA pointed out that teaching two classes at once should not be done unless it was ordered by state or federal officials. While CTA suspected that the District would again claim managerial rights, it was unfortunate that they would not put this in the contract.
 - District responded that all they said was that there had been no decision yet about hybrid teaching. District rejected CTA’s proposal.
 - CTA asked the District if they were saying that they were not allowed to put a proposal across the table.
 - District disagreed with that statement clarifying that this particular topic was effects bargaining. If it were placed in the contract, it would never come out.
 - CTA was frustrated with the District’s argument as other districts had done this and CTA was trying to keep teachers safe. Teams do not fail to bargain items simply because someone does not think something will happen, the goal was trying to improve working conditions. For example, the contract covers layoffs but everyone hoped that such would never happen.
 - The District expressed that they were not telling CTA what to put in their proposal. They did not get pieces that they wanted last year when the sides went to impasse over the MOU last year.
 - CTA was rejecting the District’s counter proposals 3, 4, 13.
- k. **Teacher Bonus MOU**
- District asked if CTA were rejecting the \$1000.
 - CTA stated that they agreed to the \$1000 as part of their package.
 - District suggested that if the two sides were agreeing to the \$1000 then perhaps it could be pulled out, but District could not offer recurring monies in conjunction with that.
- l. **Article XVIII. Leaves of Absence**
- District inquired if CTA had any document to put up on the screen.

- CTA responded that there was nothing to put up, they were just rejecting.
 - CTA never got any data suggesting that their offer hurt the sick leave bank, despite asking for the analysis.
 - District sent information.
 - CTA stated there was no evidence.
 - District will review.
- m. **Orange County Virtual School**
- CTA did not understand how the District could not agree to their proposed class sizes.
 - District explained that they countered with the current OCVS practice.
 - CTA reminded the District that things changed, particularly with the pandemic and the trajectory of virtual learning. Keeping pre-pandemic language was not appropriate after all that had been learned over the past year.
 - District stated their secondary proposal matched CTA's but the elementary was slightly different. Their counter proposal was crafted after thoughtful discussion with their team/ department.

CAUCUS 12:00 pm – 1:00 pm

4. CTA Follow-up:

- a. CTA began the afternoon by apologizing for anything that was omitted from the morning session in the heated and passionate conversations between the two sides.
- b. The CTA team spent the caucus time thoughtfully going back over the numbers, including the insurance projections. They have lost confidence in the District's budgeting practices, continuing to miss the mark, year after year. While it was hard to say if this practice is purposeful or not, failing to put a line-item in the budget for raises failed teachers.
- c. The greatest travesties that stood out in CTA's position were:
 - Rejection of the longevity supplement.
 - Lack of recurring salary monies.
 - The proposed insurance plan changes.
- d. CTA needed the District to not simply tell teachers how important they were, but to stand behind those words with money. The mere recurring \$175 offer for Highly Effective teachers was insufficient for families to keep up with inflated costs of living.
- e. CTA counsel voiced that impasse was being declared on mandatory subjects of bargaining.
 - Their team would seek a special magistrate and hope that the District would be willing to expedite the process and take the matter directly to the School Board.
 - District asked if CTA were only declaring impasse on three items.
 - CTA counsel responded that such was not the case. They were simply highlighting the biggest concerns. CTA would send the exact impasse details to the District and voiced that they remained willing to settle at any time in the process.
 - CTA president expressed astonishment that negotiation got to this point after the District communicated to that teachers would be happy with their proposal. She found it both sad and shocking that the District did not budget for raises, especially following the year like no other. Teachers gave so much and the District gave so little.
- f. District responded that they needed to remain fiduciary sound. CTA was requesting \$60 million a year until the end of time which was something they were unwilling to do.
 - Even CTA's proposed counter of \$42.3 million would be too great a request. While the District understood CTA's position they needed to disagree.

- Orange was a growing district, pointing out that 2000 employees were coming to the area from California and they hoped that they enrolled in our great school system.
 - Insurance rates were going up, with some reports suggesting as much as 6%. The District attempted to mitigate those predictions with the most minimal changes possible.
 - The District suspected that CTA had a letter ready to go.
- g. CTA relayed that such was not the case and that they thought that a compromise could have been reached with a combination of recurring and nonrecurring funds, but the District made it clear that a maximum \$175 in recurring monies would be the most a teacher would receive.
- Nonetheless, CTA was declaring impasse on all proposals, all mandatory subjects of bargaining.
 - They remained optimistic that there could still be a way to resolve this up front, but hoped that the District would consider expediting time lines as such would be a win for both sides. The uncertainty and stress this juncture caused teachers was regrettable.
- h. District responded that they remained open to continuous discussions to settle and would await CTA's correspondences on specifics which would be forwarded to their legal counsel and the request to expedite.
- i. CTA closed by commenting that their declaration of impasse was on all mandatory subjects of bargaining and that they were declaring impasse appropriately. It was time for the public and School Board to make decisions about what teachers were worth.