

CBLT Bargaining Minutes

7/16/21

Virtual: ZOOM

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

1. District Opening

District stated that they would be offering a modified package proposal after CTA shared their opening statement and that it would be emailed to CTA before the first caucus.

2. CTA Opening

- a. CTA president voiced that last year was a school year like no other and instructional staff deserved to be rewarded for going above and beyond every day. They persevered through challenges, some lost loved ones and other caught the virus from individuals at their worksites and returned to their jobs, putting students first. Teachers were heroes throughout the pandemic and now cases were rising again and even threatening those who have been vaccinated. The District will again expect educators to make the impossible possible in the upcoming school year.
- b. Throughout last year the Union had to constantly battle with the District to ensure basic health and safety measures were instituted, including transparency to know the location of worksites with positive COVID cases. The District offering a \$25 cost of living increase was viewed as an insult to those who stepped up in heroic fashion last year, with this amount hardly filling the bottom of one grocery cart. \$25 could not fund a vacation, home improvements, car repairs, and increases in rent, gas to and from work for a week, a car payment or medical expenses. Furthermore, members could not afford increases in insurance deductibles.
- c. The District would be receiving over \$857 million in ESSER funds, which will free up some money that could be used for a decent pay increase. Moreover, the District continued the practice of over budgeting (anywhere from \$15.7 million to as much as \$85.7 million over the last 6-7 years). OCPS ranked among the top Florida districts with the highest reserves in the state. It maintained a 17.3% reserves fund in the 2019-2020 year when the statutory requirement was 3%.
- d. The District salary proposal and the Union's salary proposal were miles apart. CTA hoped that the team could come together to give educators the salaries, benefits and working conditions that deserved.
- e. District requested a copy of the statement.

3. District Counter-Proposals

- a. **Article XVI Salary** (see document)
 - District would be holding on their proposal with \$1000 bonus and \$2000 supplement except for removing pk teachers from the bonus as they would be paid the \$1000 by the Early Learning office.
 - The date of employment criteria was changed to May 28, 2021, providing the bonus to a larger number of teachers.
 - The year was changed to 20-21 as it reflected the prior year's performance. Last year there was no performance pay so the Article denoted the current year.
 - District had a problem with the recurring costs of CTA's proposal which equated to \$60 million as they did not have this money after ESSER funds ceased to be provided (\$46 million for the salaries, 14 million for the nurses and longevity supplement).
 - As an example, District voiced that Hillsborough used grant monies for recurring costs that they could not sustain. Subsequently, the state got involved and they had to take out a loan to meet payroll. They were \$100 million in the red. CTA's proposal would place the District at financial jeopardy and they could not make the same mistake Hillsborough did.

- #5 was added to emphasize that the cost-of-living and performance pay being offered complied with FL statute and the budgeted dollars allocated by the FL legislature. The state budget only included an additional \$50 million for the entire state from which Orange received \$2.3 million. CTA was asking for more than the entire state was allotted. That was why \$25 was offered for cost of living and \$125 / \$175 for performance. That was the formula.
- CTA commented that the District was basically offering the same proposal after striking through all of CTA's suggestions.
- District stated that their position was the same package proposal, while adding language under #5 stating that they were following statute.
 - CTA stated that there was nothing in the law that prohibited the District from using other funds that were non-recurring and surpluses which they did in the past.
 - District retorted that this was what the state provided and they would not be in the business of using non-recurring money for recurring costs.
- CTA's counsel asked if by adding #5 was the District confirming that they were offering no additional monies.
- District responded that they had a school board policy about and could send it to CTA.
 - CTA recognized that there was a policy and policies could be changed if necessary.
- District stated that if CTA's position was that the District must come up with recurring money to add to the proposal or they would not be satisfied, then this would be a problem for the District.
- CTA reminded the District about their position on bonuses and one time supplements which was really a bonus. They did not recur and CTA still did not know where the monies were coming from despite asking for this information during the last session. Where was the \$2000 coming from, the \$1000, and how much money was actually budgeted for teacher salaries? Was it level or did the District really only budget a \$25 increase?
 - District said that they could provide some of that information after they got through their counter proposal.
- CTA reiterated that they were committed to receiving some level of recurring monies for their members and the District was not, so the two sides were very far apart.
- District restated that it was not good fiscal practice, which was why they added the language about the statute. They could not do what Hillsborough did.
- CTA retorted that they had seen other districts find recurring money and not place themselves in harm's way. They have consulted with an economist who believed that when a District had so much money in fund balance, and Orange was one of the leaders, this actually provided money to use for recurring costs.
 - District asked how that was possible as they were taking the reserve down to the minimum requirement. They were not sure what numbers CTA had.
- CTA pointed out that they never hear superintendents, lawyers and lobbyist ask specifically for more "recurring monies" for teachers.
 - District assured the team that their board and lobbyists advocated for that on a regular basis and that CTA was making an inaccurate statement.
- CTA acknowledged that there was not a lot of money coming from Tallahassee and what lawmakers did last year was despicable, particularly to veteran teachers, but the District had some responsibility as they made choices in budget line items. There were areas where management had perks, such as a huge retirement fund, that could be cut back to put funds into salary.
 - District responded that CTA was asking them to take money from a non-recurring fund balance and apply it to a recurring cost.
 - CTA corrected the District as this was not what they said. Their position was that the District needed to make salary a priority when budgeting money.
 - District said that CTA was asking them to take \$60 million from the fund balance.

- CTA restated, “No,” they were asking District to make their employees a priority because if they did not, they would lose them.
- CTA understood the District position about their fund balance, but it was not that black and white. There were some monies in the fund balance that were non-recurring that could be used for bargaining, the District simply did not want to use any of it and CTA did not agree with that. There were items in the budget that could be repurposed in a crisis, based on efficiency and choices. Other districts with classroom centered budgeting practices have found money.
 - District said “not \$60 million”.
 - CTA stated “not \$0.”
- District retorted that in years to come they would have to continue paying the \$60 million each year while not receiving that much from the state.
 - CTA did not believe that argument was valid as the District continued to over-budget and maintain a 17% reserve which was well above the 3% required. \$860 million in ESSER funds were also coming which offered savings to areas that were in the budget.
 - District relayed that they already explained the allowable expenditures in ESSER 2 (specific mandates for expenditures) & ESSER 3 (no communication about how they can be spent, but they will go away) to CTA who were asking them to do something that other districts had done and failed (Hillsborough).
 - CTA stated that this was not true and their words were being twisted. They were simply asking the district to shift their budget and prioritize salaries. Many other districts offer longevity supplements that were recurring. Veteran teachers could not be left behind.
- CTA added that the flash dollars - \$1000 bonus (most instructors getting this from the state) and the \$2000 one time supplement was not money that could be counted on for teachers to pay recurring and rising costs of living. CTA’s proposal equated to over \$19,000 to teachers’ salaries over 6 years and the District’s proposal left teachers with just over \$4000 over six years. There was a huge difference when you offer bonuses vs. salary which you could count on to pay bills.
- District stated that 13,000 instructors would be getting the \$2000 supplement.
 - CTA reiterated that it was not recurring.
 - District repeated their same position about recurring money.
- CTA asked how much recurring money the district was offering from their budget.
 - District responded that they were offering money from the state and reminded CTA about the specifics of their categorical offer from the state of 2.3 million.
- CTA reworded their question pointing out that the increase of \$25 and \$125 / \$175 performance monies were the only funds that counted when teachers tried to apply for a car loans, mortgages, etc. Banks want to know your recurring salary. How much money, beyond what the state was providing, did OCPS budget for teacher salary increases?
 - District stated that CTA knew the answer was \$0 and CTA was ignoring the bonus and supplement like they meant nothing. The District questioned if every bargaining member would reject this offer, which of course was unknown, but they were holding on this position.
 - CTA asked the District to confirm that they did not budget any money for teacher raises.
 - District confirmed that this was the case for this year. They were only able to offer what the state provided.
 - CTA found this to be shameful. Teachers would be less-well off than they were a year ago as their expenses were going up. They could not tell mortgage companies and utilities that they could not pay bills because OCPS did not get much recurring money this year. Real teachers will have real struggles this year.
 - District maintained their position related to the lack of non-recurring funds, acknowledging that we were on opposite ends of the spectrum.

- b. **Article XVI F. Method of Payment (see document)**
- District offered a second option to receive checks in twenty-six (26) installments, if requested. These employees would be placed on deferred pay status and a percentage of the employee's pay would be reserved for payment after the final paycheck. These employees would receive their regular salary in twenty-two (22) biweekly installments, and the remaining reserved net money would be divided by four (4) and paid bi-weekly during the summer months.
 - CTA asked about tax consequences as monies would correspond to two different tax years (i.e. taxed on dollars you had not received).
 - District would have to research with Payroll and get back to CTA, but reminded the team that deferring salary through Addition Financial was also an option for an interest bearing account.
- c. **Health Insurance Proposed 21-22 Plan (see draft document)**
- District wanted to respond to CTA's question about how high the proposed 10% on preferred, non-preferred & specialty drugs could go. District added "maximums to their chart."
- d. **Addition of Beach Volleyball (see document)**
- District stood as originally presented.
- e. **Compliance Items Related to Move to Collective Bargaining (see document)**
- District stood as originally presented.
- f. **Article VI Working Conditions (see document)**
- District asked if CTA's proposed language related to the use of cell phones was due to Alyssa's Law?
 - CTA stated that was just one reason. Teachers had been requested to use their phones during the pandemic.
 - District voiced that this issue would be more appropriate for Impact Bargaining. That was their position, but it could change.
 - CTA disagreed as language already existed about employees not being required to use their own equipment. CTA simply needed to clarify that provision.
- g. **Article XIV Duty Day (see document)**
- District made a counter-proposal to (H) Planning Time, voicing that they could only offer 35 contiguous minutes due to how the schedule was set up.
 - District could not agree to CTA's proposed (W) Hybrid because it entailed recurring costs, and furthermore, the District had not made any decisions about hybrid learning for next year. If they did, this issue would be more appropriate for Impact Bargaining.
- h. **Article XV. Work Year (see document)**
- District made a counter-proposal that school psychologists "may" instead of "would" be considered for summer employment before hiring outside contracted individuals.
 - District could not agree to guarantee summer days for guidance counselors.
- i. **Article XVII. Fringe Benefits (see document)**
- District had no interest in CTA's proposal to offer the option of extending DROP 36 months after the current 60 month DROP period, adding that the current policy was decided in 2003.
 - CTA stated that a letter that was received from Board Chair Jacobs asking her about the excessive retirement funds budgeted for administrators. Her response was that it was the law so they could do it. Similarly, the DROP option was in law. The argument that the decision was made almost twenty years ago was insulting and the law did allow it. CTA believed that his proposal cost the District nothing and asked what the District where the costs were.
 - District responded that CTA could submit a Request for Information.
- j. **Article XVIII. Leaves of Absence (see document)**
- District struck through the proposed language related to teachers earning sick leave during summer school as they had already been providing this since 2000.
 - CTA asked if language was in the contract.

- District responded that it was not.
 - CTA asked why.
 - District voiced that they would consider including the current practice in the contract if CTA wished to counter.
 - District struck through the proposed language allowing sick leave donations to non-family members as they believed that it would have a negative bearing on the Sick Leave Bank.
 - CTA asked why.
 - District believed that Sick Bank members would have no reason to join if they could simply get sick leave from peers.
 - CTA asked for data that supported this assumption.
 - District responded that their position was based on their own analysis.
 - District struck through the proposed language related to quarantine leave as this issue would be more appropriate for Impact Bargaining.
 - CTA retorted that other Districts, such as Palm Beach had it in their contract.
 - District did not agree that it belonged in the contract.
- k. **Appendix A-5 Years of Employment Supplement (see document)**
- District struck through the proposed language related to employees receiving an additional supplement based upon cumulative years of employment with OCPS as it would cost \$14 million in recurring monies.
 - CTA asked why it could not be made part of the budget as they were permitted to budget raises outside of state allocations.
 - District voiced that their position was different and the two sides were far apart on this.
 - CTA reiterated that other Districts have done this.
 - District believed that other Districts then found themselves in the red.
 - CTA disagreed and offered examples of Dade and Broward.
 - District repeated their position.
 - CTA found it condescending to make this a binary choice. CTA understood the District's position but believed that they needed to change their budgeting priorities.
 - District voiced they answered CTA's questions and did not believe they were condescending.
 - CTA held that the District was over-stating Hillsborough's situation, adding that there were ways to find millions of dollars if budgeting were from the classroom out. Teachers had recurring financial obligations that were choking them as their pay did not keep up with inflation.
 - CTA stated that they would bring budget cutting cost options to the table.
 - District had no opposition to this.
- l. **Appendix F. Registered Nurses (see document)**
- District made a counter-proposal for nurses who were asked to cover school clinics in lieu of a substitute nurse, agreeing to compensate at the average rate of pay that the board would pay for an agency registered nurse.
 - District had no interest in a lead nurse supplement as it corresponded to a recurring cost.
 - CTA stated "shame on you."
- m. **Appendix H .Orange County Virtual School (see document)**
- District agreed to the 13 hour work window.
 - District struck through proposed Open House language as they believed it was a "non-issue."
 - District agreed to language related to training for newly hired virtual instructors.
 - District struck through language that was crafted when OCVS became a franchise and kept "averages" as the number of students in each class was fluid.
 - District counter that instructors that was over the class cap by 20% based on average active weekly enrollment would be given an prorated Additional Period Pay supplement.

- District struck through language related to virtual instructors having the option of assisting with the review and evaluation of curriculum as they did not understand the issue.
- n. District voiced that this completed their package proposal.
- o. CTA asked several members of their bargaining team speak to the feedback they were receiving from their peers emphasizing the difficulties of last school year, the poor raises received by veteran teachers last year, teachers inability to meet their financial obligations, including raising insurance deductibles (with the current recurring monies that they District was offering) and the trepidation of beginning the next school year with COVID cases on the rise. Teachers found the District offer demeaning.

CAUCUS 11:30am – 1:00pm

4. District Revised Proposal:

- a. Package proposal was modified to increase supplement from \$2000 to \$2500 which reflected a \$40 million investment by the District, equating to \$3675 for most teachers.
- b. Additionally, the District added language that committed insurance changes to remain the same for two full school years.
- c. CTA responded that they have been listening to teachers who did not want supplements and bonuses because they will not be there next year.
- d. CTA asked why the District was raising insurance deductibles when they thought the insurance was in the black.
 - District responded that health insurance usually went up 6.5% a year and no changes were made last year which contributed to the projected need for a 13.1% increase at the last Fringe meeting in May. However, the District did rework the numbers and found that it wasn't necessarily that much which was why they were only proposing plan changes.
 - CTA asked for confirmation that these were simply projections.
 - District corroborated this but added that such was always what they went by with Gallagher.
 - District added that they had been in the red for a couple years and took funds from the reserves. They did not want the state "knocking on their door" again.
 - CTA pointed out that there had been no state consequences and the District was attempting to use a scare tactic. Trends had been wrong in the past.
 - CTA asked how many millions of dollars was the District proposing to take from members' pockets to cover the projected millions in deficit. What was that figure?
 - District reminded the team that the changes impacted less than 4% of the insured population.
 - CTA asked if the District knew of one school district that had their insurance revoked.
 - District projected a spend of \$254 million in 21-22. \$10.6 million would be covered by members, family and retirees.
 - CTA asked what portion would come from their members.
 - District responded that they did not break data down like that.
 - CTA asked what percent of total members were CTA?
 - District would find out.
 - CTA asked about the cost of the District bonus proposals.
 - District answered that the \$2500 supplement costs approximately \$40 million
 - CTA asked if it was district policy to give all other employees outside of CTA that same supplement.
 - District voiced that they would only respond to figures related to CTA and that 2600 instructional would receive the \$1000 which equated to 2.8 million with FICA.
 - CTA said that they had never seen a bonus given to teachers that was not also given to administrators and other bargaining units.

- District discovered that 60% insured were CTA members and their dependents.
- CTA pointed out that if hypothetically \$6 million in insurance increases were being paid by their members, this recurring cost would come from members' pockets. This cost would not go down. It would recur forever. Refunds were rare. CTA asked if the District was putting 100% of increases onto workers.
 - District responded that they would have to get back to CTA on this.
- District added that if one was to compare OCPS benefits to surrounding counties and those of a similar size, OCPS had a rich plan. In past bargaining years OCPS agreed to pay the deficit.
 - Furthermore, there was criteria that the District had to meet to remain a self-funded plan. They were not using scare tactics. The proposed changes were the minimal they could propose for the fewest number of people (less than 4%).
 - CTA respectfully requested that the District reconsider paying the difference as the District could afford \$10 million but CTA members and families could not.

5. CTA Asked Clarification/ Follow-up of Issues

- a. CTA reminded the District that they were waiting on several requests for information that would be needed before the next bargaining session.
 - District asked if there were new requests.
 - CTA stated nothing new with the exception of how much the District was contributing to insurance increases.
 - CTA wanted to know the revenue sources for the Districts' financial proposal and hopefully by Monday to be ready for Thursday's bargaining session.
- b. District was able to supply limited specifics, and acknowledged that some of their expenditures from General Fund could be moved and covered by ESSER dollars, i.e. substitutes, nursing, custodial services.
 - CTA asked if the \$1000 bonus was coming from ESSER
 - District said no, the unassigned fund balance.
 - CTA asked if the Tier 1 teachers were paid by ESSER funds.
 - District stated they were.
 - CTA pointed out that these were teacher salaries and the District maintained that they could not pay salaries or bonuses with ESSER funds. The District seemed to pick and choose to their benefit when they could or not use funds. Other Districts like Volusia used those monies to provide supplements to hybrid teachers yet Orange said that it was not allowed.
 - CTA asked if they were considering supplements from ESSER funds or only to pay Tier I teachers and were they being told that positions were only until 2024.
 - District responded that these teachers would be doing the job that they were designed to do with ESSER funds related to learning loss. Teachers move into different positions regularly.
 - CTA pointed out that Tier I teachers were from a non-recurring source, and that the District certainly was not going to let them go in a few years, they must be planning to budget the money.
 - District asked CTA if they were saying that because District was using the funds for over 500 Tier 1 teachers from ESSER, that the District should then take that money and apply it to a wage increase for existing teachers.
 - CTA said "no" that was twisting their words. If the District could hire teachers with that much money, they could also use the money for supplements and raises.
 - District replied that using the ESSER dollars in needed classrooms was good.

- CTA asked more specifically if the District planned to keep these teachers more than three years and were they telling them.
- District stated that they could not answer that as they had no way of knowing where things would be in three years, plus this decision was a management right. Monies from ESSER were projected for short-term. These will be intervention teachers in classrooms.
- CTA stated that it was a great thing to hire more teachers but observed that the District seemed to use non-recurring monies when it suited them to pay salary.
- CTA added that moral is down for instructors returning for the new school year. While CTA respected the District team, they lacked faith that the District heard the pain and financial stress that teachers were under. Teachers and nurses were on the front lines. CTA had to sue to get District public records about where COVID cases existed last year in an effort to create transparency with a government entity.
- CTA observed that if the District was willing to take a risk hiring hundreds of teachers with ESSER funds that were non-reoccurring, than they should be willing to take a risk to compensate their existing teachers.
- District pointed out that they were the only side that offered movement in negotiations.
 - CTA did not consider the District's striking through CTA's proposal much movement.
 - District asked if CTA was rejecting the package proposal.
 - CTA responded, "Yes."
 - District replied that they modified their proposal and imbedded some of CTA's ideas. They were waiting for a CTA counter.
 - CTA said that they did not consider the District's striking their proposal a reasonable counter with some of their proposals not even having economic impact, like extending DROP.
 - District reiterated that CTA was rejecting their package despite their making movement, acknowledging that their movement was not where CTA had hoped. They added that there were still things that they could perhaps move on, but if CTA was unwavering on a package that must include recurring monies, that would pose a problem.
 - CTA voiced that they could not agree to any package that did not include recurring money. Furthermore they could not pass insurance increases onto members and there was a need to compensate longevity for veteran teachers. The District has repeatedly said "No" thus presenting a fundamental difference. This team needed to figure this out.
 - District asked if CTA had a counter-proposal.
 - CTA replied that they were told it was a package and that they could not counter with proposals that included recurring money, meanwhile CTA would not agree to a package without recurring funds for their members. CTA could not counter or bargain with themselves if the District would reject every counter with recurring monies.
 - District voiced that they added an additional \$8 million to their package when they went from \$2000 to a \$2500 supplement.
 - CTA would rather see the \$500 added to the COLA. Would the District consider changing all the bonus/ supplement monies being offered to a proposal from CTA that would be recurring?
 - District said, "no" the board and superintendent had looked at this and could not make the money reoccurring.
 - CTA stated with \$840 million in ESSER, CTA suspected that there would be line-item savings.

- District requested that specific questions about the budget and savings be put in writing.
- CTA asked the District if they would even consider making the \$1000 recurring?
- District voiced that they would have to take that back to leadership. Their proposal was a package but they were open to counter proposals.
- CTA adamantly stressed that they needed a package that included a significant amount of recurring dollars.
- District suggested that CTA counter in writing.
- CTA argued that the District was telling them that they could not give a counter with recurring money as it would be rejected. Members need salary increases. If CTA provided a proposal that asked the District to consider a one-time \$1000 bonus and then all other monies put toward recurring, would that work for the District?
- District responded, No.” With their proposal, most teachers would receive \$3675. A \$2500 supplement, \$1000 bonus and \$175 if they were Highly Effective.
- District added that people were incorrectly calling the \$2500 a bonus when it was a supplement and would count toward retirement.
- District did not believe that CTA would find anything better anywhere else in the state.
- CTA pointed out that no matter what it was called, 366 days later teachers would only get \$175. This was not okay and not sustainable for teachers to survive. Supplements were typically recurring in this district, so what OCPS was calling a supplement was really a one-time bonus. It would not assist with teachers’ recurring expenses.
- District responded that Federal and State Departments of Ed did not want ESSER monies used for bonuses. That was why their monies being offered were coming from the non-recurring money, taking that fund down to a minimum. District would be happy to share CTA’s position with the Board and Superintendent again.
- CTA voiced that they could not go much further without significant recurring monies in the package. They would like to have a copy of the statute that the District added to #5 in their Salary proposal.

6. Closing Remarks:

- a. CTA requested that a date be set for Impact Bargaining.
- b. District requested that CTA send their Demand to Bargain in writing and then asked if this request related to their latest mask decision.
- c. CTA responded that the mask issue was only part of it, there was also concerns with a rising health crisis in the community.