

CTA Bargaining Minutes November 8, 2019

CTA: Opening Statement by President Doromal (see document)

District:

- Expresses wish to close the deal.
- Announces “comprehensive a~z” proposal to be presented at the table today.
- Expresses respect and importance of teachers and an understanding of the “commitment and dedication” of staff.
- Comments on the need to use non-recurring dollars to complete proposal. (see tentative agreement)

District passes comprehensive salary proposal package starting with **Article XVI Salary and funding of proposal**

CTA:

- Inquired about the movement of dollars and the nature of funds for the salary proposal as well as maintaining current levels of insurance
- emphasizes that members are only interested in a one year deal.

District:

- Re-emphasizes that the proposal is only a one year deal.
- Provides information regarding payroll cutoffs and timing of hypothetical ratification dates relative to retro-raise payouts (see attached).
- States that to fund the proposed 5.5% salary increase, 4% of funds will come from recurring funds, but that the additional 1.5% proposed will come from non-recurring funds.
- States that 1.5% from non-recurring funds will need to be accounted for by the District or through state funds next school year, as well as the \$16.8 million also to be drawn from non-recurring funds to cover the cost of maintaining current levels of health insurance coverage.
- Re-caps that for the total proposal \$75 million (approx.), \$45 million (approx.) will come from recurring funds, while the other \$30 million (approx.) will come from non-recurring funds.

CTA:

- Clarifies that the money for maintaining insurance coverage is being paid not only for the teachers, but also for the administrators, OESPA, and other members of the insurance trust. We are bargaining only for teachers. Only need figures for teachers.

District:

- Agrees with CTA that the money spent is for all members of the insurance trust, not just CTA’s bargaining unit, but re-emphasizes that insurance cannot be separated by staff position or duty as the plan is uniform across all positions and therefore the money must be accounted for in totality.

CTA:

- Stresses to the district that members are only interested in a one year proposal, and that regardless of how the proposal is funded, CTA will maintain full bargaining rights for next year's contract as it relates to wages, etc.

District:

- Agrees with CTA that this is a one year proposal and that wages are a "mandatory subject of bargaining" at every contract.
- States that District's usage of non-recurring funds at this time do not affect CTA's right to bargain for further wage increases for the next year.
- Expresses hope of additional funds from the state to support further raises for teachers in next year's contract.
- Mention's hope that members of the bargaining unit will participate in the School Board's new Budget Review Process beginning on November 19th as a possible place to begin finding funds in the budget for additional raises for next year's contract.

CTA:

- Reemphasize CTA's legal right to bargain wages and benefits at every contract.
- Requests language clarifying language in the form of a written letter regarding the district's means of funding the current proposal as well as a written assurance that the means of funding will not affect CTA's right to bargain for higher wages in the next contract.

District:

- Assents to CTA's request and states that they will draft a letter to that effect during the next caucus.

CTA:

- Inquires as to how the proposed salary changes will affect CTE teachers working through June and July.

District:

- Responds that CTE teachers working June and July are on Contract Extensions of the current contract; any language applying to the next school year will affect said teachers beginning August 5th.

APPENDIX C INSURANCE (see tentative agreement):

CTA:

- Reemphasizes CTA's demand that current insurance coverage be maintained for the duration of this school year, as CTA originally proposed.

District:

- States that the District proposal will maintain current levels of insurance for this school year.
- Any changes to insurance will take effect on October of 2020, with changes in payments to begin in September of 2020.
- Expresses hope to begin open enrollment for 2020 school year in May or June of 2020 to give teachers more time to consider how potential changes may affect their families.
- Willing to begin workshops and educational meetings to help work with teachers to make them aware of options which may benefit them as it relates to making changes in open enrollment which may save them money.

ARTICLE XV WORK YEAR

Pre-Planning

District:

- Proposed changes to work year language on pre-planning will take effect in the 2020-2021 school year (see tentative agreement)

CTA:

- Seeks clarification that language proposing that staff professional development day is a voluntary professional development and that no staff will be required to attend.

District:

- Clarifies that the staff professional development day during pre-planning is in fact voluntary and that staff are not required to attend.

APPENDIX B PAID HOLIDAYS (see tentative agreement)

Work Year for School Psychologists

District: Proposal is in accordance with previous CTA proposal; no objection to CTA language

ARTICLE X EVALUATIONS

Providing of Comments/Evidence for Evaluations & Appeals

District:

- Page 4 (see tentative agreement) states that their proposal reflects verbal agreements between CTA and the district regarding changes to evaluations from the previous bargaining session regarding salaries, benefits, and working conditions (October 30th 2019).
- Clarifies that the deadline for April 15th being the last day for final Domain 4 evaluations was adjusted to give teachers an opportunity to request a conference.

CTA:

- Inquires if this contract language will affect the 2019-2020 school year and whether or not it will affect the quick guide.

District:

- Affirms it will take effect for 2019-2020 school year and that the quick guide will be adjusted upon ratification to reflect these changes.
- Furthers that the appeal tie-breaker language (see tentative agreement) reflects the concerns of CTA, particular to the insertion of language that if necessary the appeal may proceed to arbitration. Adds that such assurances are already a part of any grievance procedure but included the language for the sake of transparency, and that should an appeal move to grievance it will be accorded all similar rights as any other grievance.
- States that the intention of the language is to solve appeals prior to becoming grievances.

CTA:

- Seeks clarification that the modifier “if necessary” in the language for appeals tie-breaker simply refers to whether or not an appeal is moved to a grievance, not whether or not the rules applying to grievances may or may not be applied to the appeal.

District:

- Affirms CTA that the language simply refers to whether or not an appeal becomes a grievance, and re-emphasizes that should an appeal move to grievance it will have all the same rights as a grievance, including that of possible arbitration.

ARTICLE IV ASSOCIATION RIGHTS

Bulletin Boards & President (or Designee) addressing new hires

District:

- Believes that the proposal (see tentative agreement) reflect previous verbal agreements between CTA and the District regarding AR access to bulletin boards and the right of CTA and President (or designee) to address new hires.

CTA:

- Stresses that the language referring to CTA’s right to speak at Great Beginnings or other new hire functions should not be “cut short”, and that bargaining members have a right to be informed of their contract and rights by their organization.

District:

- Agrees with CTA and states that the language is not intended to cut the president short in addressing new hires as long as such address is “not excessive” or “like an hour”.

ARTICLE VI WORKING CONDITIONS

ID Badges

District:

- Agrees with CTAs previous statements that badges for teachers should just be replaced and removed any associated cost from the proposal (see tentative agreement)

ARTICLE VII TEACHER RIGHTS AND RESPONSIBILITIES

Teacher initiated investigation into Administrative Misconduct

District:

- Professional Standards will provide complainants and CTA written reports of investigations into administrative misconduct within 10 days of the conclusion of an investigation into an administrator.
- District has no problem keeping staff who file complaints against administrations abreast of the results of investigations into said administrator.
- Emphasizes that if TA is ratified and that, after the fact, reports on investigations into administrators are not given, please inform Senior Executive Director of Human Resources to ensure that the procedure does occur per proposed contract language.

Peers evaluating peers

CTA:

- Emphasizes that while the District has failed to agree to CTA's proposed contract language regarding the forbidding of peers within the bargaining unit (e.g. instructional coaches, deans, etc.) from disciplining, directing, or evaluating other members of the bargaining unit (e.g. teachers), upon the advice of counsel, CTA believes that this practice by the district is a violation of state law and will be appraising potential legal action against the district to halt such behavior.

District:

- States that it does not have enough information to make a response to CTAs statement, but is open to listening and further dialogue on the issue to hear specific concerns related to specific incidents.

ARTICLE XIV DUTY DAY

Restroom Break

District:

- "If someone needs to use the restroom, they should be allowed to use the restroom."
- States that proposed language (see tentative agreement) is in the best interest of teachers.

CTA:

- Thanks District for the statements and language.
- Emphasizes that using the restroom is a "human right"

ARTICLE XV WORK YEAR

Pre-planning

District:

- All district meetings and activities will be limited to no more than two and a half days as proposed by CTA.
- Change of 196 duty days to 197 duty days reflects a sixth day of pre-planning as an additional day added to salary, but calculation is independent of the current salary

proposal, as it will be added to teacher's salaries in the 2020-2021 school year (approx. total cost of salary increase to be \$4.1 million).

- This is no change from the previous TA

SUPPLEMENT HANDBOOK

Performing Arts Stipends

District:

- Recognizes Clinton McCracken's passion and dedication to this issue.
- Language in tentative agreement reflects District's acceptance of CTA's proposal

CTA:

- Inquires if the district will maintain past practice that if there are multiple arts teachers at a school that all qualifying teachers will receive the stipend

District:

- Affirms, that yes, all qualified teachers at a school will receive the stipend
- If teachers who qualify for the stipend are not receiving the stipend, "Let us know. We need to know."

SICK LEAVE BANK

Change in Committee Makeup

District:

- Proposal reflects agreement with CTA's language (see tentative agreement)

APPENDIX A-4 Targeted School Supplement

District:

- Proposal reflects agreement to remove list of schools as outlined in Memorandum of Understanding signed on August 2018

CTA:

- Seeks understanding what the term "Targeted Schools" actually means

District:

- Defers to proposed language

ARTICLE XXIII

Bargaining Team Names

District:

- Changed Nick Anderson to Nicholas Anderson
- (same as last contract with name changes)

CAUCUS AT 11:45 AM

RETURN FROM CAUCUS 3PM

CTA:

- Thanks district for package proposal and reflects that it represents progress by the district in meeting CTA's demands
- States that it will provide an additional proposal before it can consider agreeing

District:

- Provides Letter of Understanding pursuant to conversation regarding one-year salary proposal, where CTA request formal language as to how the district was paying for the proposal and memorializing that CTA maintains its right to bargain wages in next year's contract regardless of how the district funds the proposal.

CTA:

- Thanks District for the letter and clarifies that the letter is important because this proposal from the district must be a one year deal.

District:

- Emphasizes that the proposal is a one year deal

CTA:

- Distributes additional proposal for Article XIV Duty Day, Section T regarding limiting administrative control of teacher planning time on early release days to no more than two per month.

CAUCUS FOR FIFTEEN MINUTES

District:

- Accepts proposed language on Article XIV
- "Do we have a deal?"

CTA:

- "Yes"

TENTATIVE AGREEMENT SIGNED

TENTATIVE AGREEMENTS

http://orangecta.fea.aft.org/sites/default/files/article_pdf_files/2019-11/ta-1_0.pdf

http://orangecta.fea.aft.org/sites/default/files/article_pdf_files/2019-11/ta-2_0.pdf

http://orangecta.fea.aft.org/sites/default/files/article_pdf_files/2019-11/ta-3_0.pdf

http://orangecta.fea.aft.org/sites/default/files/article_pdf_files/2019-11/ta-4_0.pdf

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