

# MINUTES

CTA CBLT

CTA Office

February 26, 2021

## In Attendance

Nicholas Anderson	CTA	Matthew Hazel	CTA	James Preusser	District
LeighAnn Blackmore	District	Alex Heidelberg	District	Maribel Rigsby	CTA
Doreen Concolino	District	Laketa Jimenez	CTA	Ladara Royal	CTA
Albert Davies	CTA	Daphne Lewis	CTA	Elizabeth Silva	District
Wendy Doromal	CTA	Clinton McCracken	CTA	Mary-Grace Surrena	CTA
Gloria Fernandez	District	John McHale	District	Stephanie Wyka	District
Farrah Hawkins	CTA	Megan Oates	CTA		

## Additional Attendees/Guests

Lucia Piva	CTA	Donna Williams (Note Taker)	District
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## Minutes

<b>Wendy Doromal</b>	First thing on agenda is the District counter proposal.
<b>Lucia Piva</b>	Talk about the format, hard to tell changes to contract language. Suggest traditional way redlining. Getting difficult to follow. We did notice in labor management section. Maybe it is the way it looks. Come up with ground rules. Do not think has to be in contract if it is statute. Go ahead and tell us what your intent was.
<b>Jim Preusser</b>	Thank you for the commentary, you did not let me present the proposal yet, let me give you the intent of why things were struck through or where we added language. I understand. Also, if there were things that were struck through by the union, maybe we added that language back in. Labor Management Committee, there were things added back in by the District because as you know the MOU is currently in existence, it does not expire until June 30 <sup>th</sup> . I felt that the District made strong movement, for months you have been telling us that you did not want collaborative bargaining. We have accepted most of the proposal in totality, all of the things you struck through around collaborative are still struck through, I didn't put any of that stuff back in there. Let me walk you through the proposal. (See Appendix A)
<b>Lucia Piva</b>	May I point out things that I notice just so you are aware of what they are?

**Jim Preusser**

Can you hear me? Maribel can you open that up. Under "A", generally speaking, the District does not have a problem going to collective bargaining. "A" we left as is except for salaries and fringe; we struck through because it is already existing language, very mature. We are open to 2 additional articles. #1 needs to stay, again mature language. For me, for the District, we believe that formal ratification should be called out. We have no issue with #2, right, we changed that back to two. And three, we have no issue with three, striking three, because three really speaks to the collaborative process and not the collective process. If you go down to B, and further, we added the language back in, this is at the request of either party, a mediator shall be appointed, again, mature language that's been in this agreement for quite some time, we don't feel there's a need to strike through that. It actually supports and helps both parties. Now, under "E" we had a little bit of a concern there, the language that you added said "held to be" contrary to law. So our position on that is we added language to say pursuant to 447.309, Florida Statute, any provision of this contract, which is contrary to law, rule, or regulation is void. That's pretty standard, you typically in a contract, you'll have a savings clause, every contract that we're in negotiation, or ever negotiated has the savings clause is very similar to that, the law trumps anything in the contract, whether it be a state law, local law, federal law. So, basically how you wrote the language says "held to be contrary to law", that means that you potentially would take us into court to argue the fact that it's held to be contrary to law. So, we left the language as it was. And our counter is that first sentence that we added. Which again, speaks to really a savings clause, which is pretty standard. Keep going down. So, we added this language in here, because we feel like and I know you just spoke to this Lucia, about the number of members and doesn't have to be so specific. But, I do think that both parties have the right to bring in SMEs for the collective bargaining. So, I'll give you a perfect example. In some of the other bargaining sessions that we've had, and even you guys brought in a SME, I remember you brought the gentleman from I think he was from FEA during our salary wage negotiation. Now, that was only one person. I don't remember his name. I'm sorry. Yeah, Jewell, Jewell. Yeah, that's right. I couldn't remember his name. So he's an example of somebody that the union brought in as a SME, to talk to, you know, the budget and the funds, distribution, etc. So, you know, again, I'm not, we're not married to the number five, we're not. It doesn't have to be that number. But we felt like listen, if there was a particular topic that required somebody to speak to a very specific component of the discussion. And again, based on the fact that we have, at the top of the agreement, where we can open up different articles. I don't know what the article would be that you would open. So if you open up an article that might require a specific SME, or group of SMEs, to attend, I would certainly want those individuals to be able to attend that bargaining session. That's really all that language means. We're not trying to control anything, we're not trying to, you know, stipulate it has to be five, that was just a thought that we had. So we're open to a counter, or we're open to anything different that you guys might be thinking. Again, as I stated from the beginning, we don't have an issue with going to collective at all. And you'll see that throughout the agreement. We're trying to put language in here that we

	think codifies and allows for a bright line between the parties. But if there's something you want to change, or counter, we're open to that completely.
<b>Lucia Piva</b>	I'll let you go through the whole thing. I don't want to keep interrupting here. But here for example, where it says either party may bring up to five and this isn't a substantive comment. We're going to take your comments about this back with a team and go over them. That part is underlined as though it was CTA language. But it looks like you got you added it, right. And so if there's no way to distinguish that from the way that this is written.
<b>Jim Preusser</b>	How about if I do this? Do you want me to color code or change it or double underline? I am following it fine.
<b>Lucia Piva</b>	Honestly, I don't do it like this anywhere else. And it just gets very confusing. I wish you would do it how it's done throughout the country.
<b>Jim Preusser</b>	It's not done like that throughout the country. It's not.
<b>Lucia Piva</b>	Every single place that I've done this, it has been done just with current contract language, so the parties can really see what they're changing from the status quo. That's the most important distinction that needs to be made. And we can always compare the proposals. That's the way that I like to propose, I don't want to get bogged down on that right now. We can talk about it later, but just watching this it looks funny.
<b>Jim Preusser</b>	Looks fine. I mean, I'm following it fine. But no.
<b>Lucia Piva</b>	But look at how this is not done correctly, right. But even if you know the way that you want. Go back to the first paragraph, it's double underlined, where you're adding things here, you've just gone and added this sentence that says equal numbers of CTA members shall be part of the collective bargaining meeting. That was in our proposal. The next sentence was not in our proposal, how do we distinguish that?
<b>Jim Preusser</b>	<p>OK, we can clean that up? That's, that's fine. I understand your point. Let's keep moving, I'm not gonna go back and forth about what's done throughout the country. That's your opinion, I have mine. But I understand what you're saying. I understand. I understand. I don't want to, I don't want to go back and forth. I understand your point.</p> <p>Alright, Labor Management Committee. So again, number one, we simply just struck through absent mutual agreement to allow other parties to participate. And the only reason that was struck through is because of "a" in "a" it gets a little bit more specific. So Wendy, I will speak to you on this, I have no problem with Labor Management Committee, no problem meeting with you directly. I think that's a good thing. I think that we should do it even more often. And regularly, we can certainly call things out as Labor Management Committee. But we can also even have, you know, a one-on-one that happens outside of the Labor Management Committee, whatever you find to be appropriate. Under "a", again, I got into just some of the subject matter experts, three consultants. And what I will say about this one is in the past, when we've done Labor Management Committee, we have different folks that attended. So for example, LeighAnn and Maribel attended, they may have you know, you and I are, we don't have all the details all the time. And so sometimes they help fill in the blanks. So that's the only reason that language is in there, is that sometimes I may not be privy to all the details about a particular case, or particular situation, and it just helps kind of bring that</p>

	<p>shed light to a particular situation with the intent to solve. So, again, additional language that we added in here, to your point earlier Lucia, speaks to the MOU that's already in existence it talks about, you know, no later than two calendar days prior to the committee. Also, this part about the agenda items, those are all things that exist in the MOU today. If you want to manipulate that, or counter on that and change that around, I have no problem with that. The intent though, for the Labor Management Committee, we're in agreement with I'm in agreement with having that regularly. And I'm in agreement with making sure that we continue to meet regularly to try to solve. Keep going down, please. Number 2 I have no concerns with that language at all. "A" discussing what I was trying to keep this a little bit more broad. And so what I said was discuss/resolve contractual issues. I'm not really sure what "subject to appropriate approval" means. Are you? Are you saying that maybe you can answer it later? If you don't want to answer it now? Approval by whom the Board or the Superintendent? I'm not sure what that means.</p>
<b>Lucia Piva</b>	<p>While you're just discussing contractual issues, there are obviously mechanisms in place to deal with contractual issues, whether it be bargaining to change language in the contract, or grievances to address contractual issues, etc. So it was not workable, any of those.</p>
<b>Jim Preusser</b>	<p>Yeah, well, there's already existing language in the contract, you wouldn't be doing that anyway. So I think, again, the point of the Labor Management Committee is really for Wendy, for you and I to meet and talk through some of these things with the intent to resolve. Of course, if the union still wanted to go through the grievance process, of course, you have that right, that's already called out in the agreement. If you wanted to do other things, you can do that. We're never going to be able to change your mind on certain things, or directions that you want to move. But again, the intent of a Labor Management Committee meeting is really to solve and resolve some of these issues. So "b" discuss with the union changes contemplated by the District which may affect bargaining unit employees. In effect, you are notified, because we always have a legal obligation to notify the union. We've been doing that to the best of our ability. We either do it in writing, or we do it verbally, or both. I think that if, Wendy, there was something coming from the District that I was aware of, and I could bring to you, I would certainly do that. I think that typically, that's something I try to do anyway. I changed, struck through "c" discuss the future needs and programs in the District and CTA. I think we would be doing that anyway under "d", "C" disseminate general information of interest to the parties. I think the way that you have written "c" and "d" those are redundant, we would be doing that anyway. Keep going. So when you say disseminate general information of interest to the parties, that's really all encompassing to me. If there's anything that needs to be brought up between the parties, we would do that. Certainly, if we have information. If you could scroll down just a little bit more, thank you. Give the parties the opportunity to discuss their views and make suggestions. Of course, we would always do that. The same for "f" and "g" such other items as the parties may mutually agree to discuss. Wendy, I would just say to you, that anytime that you had something you wanted to bring my attention, I'm always open to hear what the issue might be. So I don't have any concerns about things that are brought forward. Because again, I think the language above "e", "f" and "g" it speaks about disseminating general information. So if there's anything you wanted to bring, it can be general, it could be specific, it doesn't matter to me, the purpose of that committee is to have that</p>

discussion. Three was interesting. I, you know, I think the way that you guys wrote it is a little bit concerning to me, because it speaks to, that you would want to have input before we even submit an application. I think that might be a little bit cumbersome and difficult to do for every single grant. And I think that the grants process, if we have a grants process, we certainly try to communicate that to you. But it sounds like you want to you want it done before the fact or before we had an opportunity to even submit it. That's not something that we're willing to do at this particular point in time. Number four, if you could scroll up just a little bit, please. Thank you. The committee shall be empowered to discuss topics and make recommendations to the Superintendent. So, I mean I do that anyway, that's something that I do all the time with the Superintendent. She's obviously the decision maker and CEO, if you will, for the organization, obviously, we have regular discussions, and, when and where appropriate, with the Board, but really I'm the conduit between the Union and the Superintendent, and I try to work with the Union and the Superintendent. So I don't think this language needs to be in there. Because that's a process we're already doing. I think we've already addressed #5 as it relates to an agenda. The committee can listen to and consider information presented from guests. I think that language is also in there based on the counterproposal we gave as it relates to subject matter experts, we would do that anyway. Contractual committees formed jointly by the parties shall be organized under the direction of the Labor Management Committee, so I guess I would, I need to understand what that means. That's, that's a little bit broad. You don't have to answer it now. But are you saying that other contractual committees, so like a joint, like a joint standing committee, so like Fringe or Joint Safety, or even the Budget Committee that would fall under Labor Management Committee? I'm not sure what that means. So I struck through it, because I don't know. You can certainly tell me what it means. Keep going, please.

Of course, #8, we have no issue with that language but what we did add was for either party, because neither party would be waiving any bargaining rights. Under "K", I was a little confused with "K". Wendy, just because there's already language in the agreement. So specifically, under #4, it speaks to the appeals process. We just agreed to language on that. That's already in the agreement. In fact, it's in the contract, not the one that we just ratified, but the one prior to that. So I'm not really sure what the intent of putting the language is here, but we already have existing language. And we also have an MOU. If you were trying to incorporate pieces of the MOU into the agreement. I think it's already there. So I don't think there's a need for it to be put here under committee. The next section I'm just a little confused under "I", the tentative agreement. So we added it back in, Lucia. You are right there are some sections where we did not double underline. So I apologize for that. But yeah, the double underline would signify that we put the language back in. I'm just a little confused as to why this language would be removed. I think this language protects both parties. It speaks to the tentative agreement process, it speaks to what happens if you know, there's pending tentative agreements, that speaks to the special master hearing and all those things. So again, very mature language is north of 20 years, it might even be 30 years old. So I'm not really sure why the Union would want to strike through this language when it protects both parties. You can certainly answer that question later, if you would like. So we put it back generally...

<b>Lucia Piva</b>	I'll just say generally, because it's already contemplated in the law. But that's the rationale behind taking it out everything that is already covered by the statute, we didn't see a need to reword it or rewriting it into the contract.
<b>Jim Preusser</b>	But we're not rewriting it, it's already in the contract.
<b>Lucia Piva</b>	Rewriting the statute, rewriting the law.
<b>Jim Preusser</b>	Yeah. So that's what I'm saying, if you have language in the contract that's been in there for a number of years, and it covers both parties. Of course, if the law changes the law will trump the language, so I don't think it hurts for the language to be in the agreement. For me, we typically don't put language in the agreement and speak to the law, because that's why we have a savings clause that's already in there. And so subsequently, we have some other language that we put in. Keep going down. I think I already addressed that. I'm sorry, I actually already addressed that at the beginning of the contract where it speaks to it would be null and void if there's already language under the statute that covers it. Sorry, if you go back up a little bit, Maribel. Thank you. Again, but we felt like this language, there's no reason why it needs to come out. This language should remain. It's been language that both parties have adhered to for many, many years. And so we've just simply added the language back in, there were some slight changes we made where it says of this agreement. We did add that language in. I don't see why this language needs to be removed. The whole intent for me and the purpose of modifying this proposal was to take out language around collaborative bargaining. And I don't think we need to clean up other language that already exists that benefits both parties. We've taken all the language out for collaborative bargaining. We've referenced collective bargaining, we believe the other language should stay intact. With that being said, and we also felt like the language around the Labor Management Committee was appropriate. We can certainly codify that and embed it into the agreement outside of the MOU. That's fine. I don't have a concern with that. Keep going down just a little bit. If you want to make a comment Lucia, go ahead.
<b>Lucia Piva</b>	Yeah, I just want to on all these areas where you're saying that they don't speak to the collective process or the collaborative process. We think that they do, right, because they're under the collective bargaining law. They're under Chapter 447. And they're already addressed there. And that's why we had taken it out, if there's specific things that are different than the law, that for some reason, we want to go beyond the law, right, that goes with it, of course, that we want to talk about maybe making an agreement on, then let's talk about those things, specifically. The issue that we were trying to address is that there's a lot in this, I know you're saying that it's old language, but just because it's old language doesn't necessarily mean that...
<b>Jim Preusser</b>	I didn't say old, I said mature, not old. Mature and old don't mean the same thing.
<b>Lucia Piva</b>	OK, mature language so I know you said it's mature language. The point is that the statute already has what is contemplated for it was a bargaining was required. And so by summarizing what we think is an attachment or by putting into the agreement bits and pieces in the statute, we think it's just confusing things and creating ambiguity where the statute was very, very clear and should be the party's guiding light. Unless of course, we want to go beyond that, and add different protections. We're happy to talk about those. But right now, the language is

	unclear what is intended to just codify what's already in statute, or incorporated into an agreement and what's intended to change that.
<b>Jim Preusser</b>	I actually think it's the opposite. You're saying it's confusing? How does it confuse? Because to a lay person?
<b>Lucia Piva</b>	Because its rewording the statute.
<b>Jim Preusser</b>	I understand that, but you're a lawyer, so you understand what the statute says. But if I'm an employee, hold on, if I'm an employee, and I pick up a contract, and I want to know, what does it talk about in reference to ratification? Or what does it talk about in reference to, you know, the process related to a tentative agreement? Or what does it talk about related to a special master or magistrate, the average employee is not going to go to the statute and read the statute, they're gonna go to the contract. They will look at the contract because that's where we certainly point to employees to go to, that's also where we point our leadership team to look at. Listen, if an employee comes to you, and they have a question, there's two things - one, point them back to the union and say, Hey, listen, you might want to talk to your union rep, so that they can help you understand the intent and the spirit of that language. I don't, I don't see how it hurts either party to keep language in there. You're saying it's confusing. I disagree. It's not confusing. It actually helps, I think to explain what the purpose is of that particular article, we're talking about negotiation procedures. Every employee is not going to go to the statute 447, to look up what it means. It doesn't hurt either party to keep the language in there. That's our position right now. I don't think it's, we can certainly, you know, continue to talk about it. But I don't I don't see how...
<b>Lucia Piva</b>	We understand your position, and we'll just go... we'll go back and talk about it and you. But ultimately, what the concern is, is that sometimes it's changing what the statute says probably not intentionally, right? Because what you're saying is we just wanted to put what's on there for people to be able to reference it. But there's times where they don't mirror. And then another thing is that we're picking and choosing what goes in there. But I think we can probably have further conversation around that. Our team,...
<b>Jim Preusser</b>	Fair enough. Alright, so as we get into the operating procedures and guidelines. Wendy, I will just tell you that this language speaks directly to the CBLT. So I mean, keep scrolling down more, please, it's basically all structure. Because this portion of this particular article, really gets into the CBLT. We have removed any references to the CBLT. And all that information is struck through. So based on the proposal that you gave us, that language is now removed, we're in agreement with that. If you keep going to the joint committees. There's really three joint committees. At this point, there's Fringe, there's Joint Safety, and then there's the Budget Committee. So the language under Fringe, if you scroll down a little bit further, again, you added language in there that says, under D, the Joint Fringe Benefits Committee may submit proposed changes in the insurance package to the Superintendent and the OCCTA president for analysis of both program input and costs. We believe that that information would certainly go to the Superintendent, but not necessarily to Wendy, again, that language has been there for quite some time. If there were things that, Wendy that, and I know that you attend, not only do you attend the trustees meeting, relevant to benefits, but you also attend the Fringe Committee. I don't know if you attended every time but I know Phyllis is

	there many times and I think you're probably there many times as well if not every time.
<b>Wendy Doromal</b>	I attend every meeting.
<b>Jim Preusser</b>	<p>Yeah, I've seen, I've seen you. So you know, I think you're part of the discussion and you are aware of, you know, things that are being discussed at the Fringe Benefits Committee regularly. Not to mention, I think being in the meetings with the trustees, I think you may even have a little bit more insight for some of those meetings. Keep scrolling down, please. Thank you. We added this language back in. A change in the insurance program which are not subject to bargaining, but must be approved by the Board shall require at least 30 day notice. That language has been in place for some time. So we don't believe that needs to be removed. Keep going, please. So we've, Wendy can certainly attest to this, we've had the Joint Safety Committee meeting several times. Now, I just left the language in there it says this committee shall meet bimonthly. If for some reason we come to an agreement on that, Wendy, where we want to change it, we can change it, if you want to. We did speak to that. In the actual Joint Safety Committee meeting, but we're not hung up on this language. If it's something that we think we can remove, then I think we can do that. And the joints, the joint committee meetings, don't waive bargaining rights for either party. So let's go down to number five under the Budget Committee meeting. This is a long standing committee. And I know you're not necessarily fond of it, Wendy. But this is, this is a Budget, the Budget Committee meeting is again, part of that joint committee. And it's not just CTA that's involved in it, OESPA is involved as well as staff members involved. The superintendent or her, you know, her designee, we have board members there. So this meeting or this committee, I should say, has been in place for some time. And so at this point, we're not willing to remove it from the joint committees group. Again, there's three of them that we think need to stay in place that are functioning, and at this point, we put that language back in. And that, I think, is it. The rest of it, the ad hoc committees, we agreed to striking through, all of them, I'll stop there. That was all 8 pages.</p>
<b>Wendy Doromal</b>	<p>All right, thank you very much. So, we are going to review this as a team and go through each thing. I do want to say, though, about your statement about mature language. And it's worked for years, it may have worked for the District for years, but certainly not for CTA. We've seen and I know at least for 15 years for me that some of this language just does not work. But we will meet as a team and get back to you. The next topic we have is summer school. And I just very briefly want to say that we are concerned for the health and safety of summer school employees. We did review and thank you very much for responding to all our questions that we sent you from the last meeting. That was really helpful. We did have one question that wasn't quite answered there. We don't know if you even know it. And that would be is there going to be a virtual option for summer school? So those students that cannot go to summer school face-to-face because they have medical issues, or their families have concerns. Will they be excluded from summer school? And also teachers. We wanted to know that. And I'm not sure if you know the answer, if you could find out.</p>
<b>Jim Preusser</b>	<p>Yeah, I'll find out for you. Let me talk to Dr. Vazquez about that. That's not something I have an answer for right at this moment. But let me get back with you on that.</p>



<b>Wendy Doromal</b>	So our priority on summer school is having that MOU extended at least till the end of summer school? Okay. We know that we've heard that there are, can be expected next month, which is a few days away, an extreme escalation of COVID cases. According to medical experts, we've been following who say that the variants of the virus are the threat. And we've seen that in Florida, we have a very high percentage of positive cases with that. So, we don't know what it's going to look like in the summer. And we don't know what it's going to look like in the fall. But at least we would like the MOU extended to cover them. So I don't know if you've talked to people who make decisions or can and get back to us at the next meeting that would really help us
<b>Jim Preusser</b>	I can do that. I can do that, Wendy. Let me talk to Dr. Jenkins about that. I understand.
<b>Wendy Doromal</b>	Maybe I could talk to you about specific articles that may not apply to summer school but apply to the regular school year.
<b>Jim Preusser</b>	So you're talking about this just so I'm clear. The existing MOU that we have in place is current currently due to expire June 30 <sup>th</sup> . Just extending it to the end of summer school, which I think ends up being like maybe July 28, but I don't know 27th or 28th. I forgot. Yeah, let me talk to Dr. Jenkins about it and I'll get back with you.
<b>Wendy Doromal</b>	Thank you.
<b>Jim Preusser</b>	I'll reach out to her today.
<b>Wendy Doromal</b>	I wanted to thank the District for, for getting all the information on the CARES Act money, which was really helpful. And we did have a couple of suggestions we wanted to share with you today. And that would be that we see that there is an \$18 million balance from the last CARES Act. And we have some suggestions for how some of this CARES Act money could be spent. Some of it I think, could be well spent on having permanent subs in every single school, or maybe more than one even. And another. And I'm talking about at least for the COVID crisis. And using that CARES Act money for that, I see that some of the CARES Act money was used for subs, but then we're hearing from every teacher, 95% of our teachers who responded to our survey, which went out to members said that there's a crisis in substitutes at their school. So I think that's important. And also, I think, a stipend for those teachers that are teaching the hybrid classes. Because of course, we know they're putting in many, many extra hours. I know in Volusia, they've used CARES Act money for this, they give \$500 per quarter. And they just are signing an agreement to renew that stipend for the third and fourth quarter. And I think that would be beneficial. Also, like supplies for cleaning, and the KN95 masks for every teacher that asks. We do have teachers that were asked to go back to teach after the first semester. And they are very concerned because they do have ADA accommodations, or they have someone in their family at home, who of course has a medical condition, and they worry about catching COVID because of that. So those are just a few ideas we wanted to share with you. And then...
<b>Jim Preusser</b>	Thank you.
<b>Wendy Doromal</b>	You're welcome. And then concerning...
<b>Jim Preusser</b>	Wendy, can I ask you a question before you move to the next thing real fast?
<b>Wendy Doromal</b>	Yeah, sure.

<b>Jim Preusser</b>	Two things. One, you mentioned the survey, can you send me the results of the survey when you have a chance.
<b>Wendy Doromal</b>	Sure, I was rather offended that some people from the district leadership questioned the validity of our survey. We don't answer to the District and in making a survey, and we have the right to send our surveys, to only our bargaining unit members, those are the people who pay dues we serve. And a quarter of them did answer the survey. So I think it's kind of rude to dismiss over 2000 people who did respond because to me, as a leader, and an educator and a union leader, I don't care if it's one person, I'm going to serve that person, I'm going to listen to that person. So to dismiss 2000 peoples' voice I think was very rude. I'll send you the results. We also have 338 pages of comments. And I think it would be very beneficial to read those comments, too. And I can send those if you're interested.
<b>Jim Preusser</b>	Please. I'm not, just for the record, I'm not dismissing anything. I just wanted to review it. So I appreciate you sending it. That was my first point.
<b>Wendy Doromal</b>	OK, I'm just talking about people who talk to the press and did dismiss it.
<b>Jim Preusser</b>	I see. My second point is, you mentioned the stipend. If you have, and you mentioned Volusia, if you have that agreement, I would love to see it if you can get your hands on it. If not, I understand.
<b>Wendy Doromal</b>	I did ask the president and she says she will be sending that and I will send it to you as soon as I get it. We also can create our own agreement. And of course, do our own proposal and see, you know, look at theirs too.
<b>Jim Preusser</b>	It's just good for me to see, it's just good for me to see. So I appreciate you mentioned it. Go ahead.
<b>Wendy Doromal</b>	And you're free to ask the superintendent, too, because I understand the Volusia superintendent. Okay, so I did want to talk a little about what happened with high school. And I just want to make a statement about that. So we want to express our disappointment with the District's seemingly purposeful disrespect for us and the members of our bargaining unit and specifically I want to address the high school time changes. District leaders never notified CTA of their plan to extend the school day to several OCPS high schools, forcing working condition changes. And the way I learned about this was from the February 23 <sup>rd</sup> school board meeting that was a part of the strategic plan discussion where Dr. Border reviewed a plan already seemingly in place to have a nine to 10 day period or a flex schedule, going into the evening hours at Evans, East River, and Windermere high schools. So following that presentation, the Superintendent stated the entire faculty has to vote for that kind of swing, she said, because some teachers are coming early, some later. So individual schools would have to make a sales pitch to them that it's good for children and for some of our employees. And she said it will become a collective bargaining issue in some instances. And it's not quite as simple as that. But we're hopeful because we're seeing outstanding outcomes and teachers will be agreeable with it, as well as the union. And again, I just heard about this. This week, at a school board meeting, no one ever came to me and said, this is a thought or this is a point. So following the Superintendent's statement, Chair Jacobs stated, and I want to quote her, she said, "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.” So the way I see it is that the District put a plan in place, and even notified students and parents who are already selecting schedules for next year, at least one of the schools, and this is before even discussing this with the bargaining team or CTA. So this statement made by Chair Jacobs I find troubling, she appeared to put down our union and insinuate that the union did not put students first. And it also appears that the Chair just doesn't understand the bargaining purpose or the process. We negotiate. CTA negotiates for our bargaining unit members, and of course for their rights as workers and employees. And we all know and we all agree, I hope, that teachers' working conditions determine students' learning condition. As far as her statement about not being intimidated. If she is implying that this is another issue that the District wants to unilaterally impose or bulldoze without discussion, I assure you, we're prepared to defend the rights of our employees. And it's also apparent that the District tried to circumvent the bargaining process. The District should come to the table in good faith on this issue. My concern is that the District manipulated contract language, seemingly to bypass discussion and bargaining impact with the union. Yesterday, I received a letter from you, Jim, that informed me that the District was proceeding with this initiative and suggesting that you had the right to change time citing Article XIV Duty Day, B. Now I want to go over that because that provision allows for site based decision making in some instances, including, yes, creative scheduling. However, that provision must be voted upon by the teachers in the school in an election that is overseen by the Faculty Advisory Committee. If there is no Faculty Advisory Committee, the union president or her designee, and specific requirements exist for how the vote is carried out specific and how the vote is counted and who's at that count. But most importantly, those votes to change schedules, if you read that provision, expire, they expire at the end of every school year. So the teachers would have to vote at the beginning of the school year, and then go to change the schedule and then it expires. So if they voted this year, it expires, already in June. No FAC or faculty can vote for an initiative to take place in the future because it would impact a different faculty. I know this because I was very involved with writing and negotiating this particular provision of our Contract. And let me read it to you. It says such agreements were our condition on 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 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 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 the ballot counting. If there is no association representative, the administrator shall contact the association president or designee prior to the ballot counting so she or he may be present to observe. Again, the Contract states, the agreements 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 school that was mentioned, the school union leaders had no knowledge of the vote or even of the plan. So this would be invalid based on the contract language. It requires the vote for the current year. And this plan, that we heard reported to the School Board and that was reiterated in the letter from yesterday, is for next school year, and for multiple schools three schools, not one particular school. So throughout this school year, this incredibly stressful and challenging school year, we've seen nothing but a lack of compassion and

	disrespect to the union and every member of our bargaining unit. The offensive and callous behavior and the remarks have been most prevalent in our fight to protect teachers and yes, students during the pandemic. Right now, there's union members and other employees fighting for their lives after being infected with this terrible virus. And yes, despite denials of the District leaders, teachers say they were infected with the virus from exposure at their schools or work sites. So 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 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 really led us to an elimination of trust and respect. We ask that all District leaders commit to maintaining a civil and respectful relationship and bargaining in good faith. We stand ready to resume working collaboratively with you, with the District and the ball in in your court.
<b>Jim Preusser</b>	Let me go back to the 3 schools, the high schools, so you start off by saying you didn't believe there was a Faculty Advisory Committee at some of the schools, or are you saying specific to those three schools, that there's no FAC there?
<b>Wendy Doromal</b>	What I am saying to you is that the FAC did not conduct this vote as is required in the Contract and as you insinuated in your letter that you sent yesterday. (Reading letter) That's not true. It wasn't. I'm not saying none of them. I'm saying that we heard from union leaders at these schools who don't even know of the plan yet there's parents who said they signed up for this and the union wasn't informed until school board meeting and then yesterday with this letter. And there wasn't, no, I know that at least one school there was no FAC involvement, there was no vote by the entire faculty, yes I know that. I will be giving you all of that information later today because we are going to be taking some action.
<b>Jim Preusser</b>	You are saying that, I just want to be sure that I'm crystal and clear about what you are saying. You are saying that we violated the Contract because we did not follow the provisions outlined in the Contract as it relates to the Faculty Advisory Committee, is that your position.
<b>Wendy Doromal</b>	You said, and I will give my position to you in writing later today. You said in your letter "each principal presented his/her proposed pilot program to the staff and a ballot was presented to the staff as provided for in Article XIV.B." and yes, I am saying that's not the case.
<b>Jim Preusser</b>	I think we disagree with you. And I guess my other question to you would be... are you saying that there were no union members involved in the FAC at all in any one of those schools. Nobody from your...
<b>Wendy Doromal</b>	I'm gonna tell you what I'm saying in writing after I interview more union members at this school. I'm saying at these two schools this is not true what you said here. That the FAC did not hold the election. It was not carried out how our Contract says and even if it was it wouldn't make sense because that specific contract language says that the election is for that school year and it expires at the end of the year. So if they had an election it would expire in June. And then they would have to have another one for that. You can't use that contract provision for this particular situation.
<b>Jim Preusser</b>	So let's use one of the particular schools -- Evans 90% over 95% of the teachers said they were in favor of it, at Windermere it's north of 70%. All of the

	responses from teachers...Don't quote me on the percentages, all I'm saying is the majority, a strong majority of the teachers in all the schools voted to move in that direction through the Faculty Advisory Committee. So why is the union pushing back so hard? I don't understand.
<b>Wendy Doromal</b>	Because we spoke to people and they didn't have that meeting you said there was. And we will...send us the results of the election, send us the emails that went out...
<b>Jim Preusser</b>	I did.
<b>Wendy Doromal</b>	...you did not send me emails from the Faculty Advisory Committee noticing the election.
<b>Jim Preusser</b>	I sent you the percentages, if you want more information let me know. Let me know, sure, I'm happy to send it to you.
<b>Wendy Doromal</b>	I'll send you questions, I'll send it to you. And you send me the evidence. Because we talked to the Lead AR at schools who had no involvement.
<b>Jim Preusser</b>	Send me what you would like to and I'm happy to respond. Thank you.
<b>Wendy Doromal</b>	I would like to also say that appeals are coming up and we would like to make sure we set dates for Appeals Committee meetings for the summer. We usually do that about now. Maribel, you might want to address that.
<b>Maribel Riggsby</b>	We usually set up the dates ahead of time so we save them in the calendar to make sure everybody is available in June. So we would like to set up those dates ahead of time.
<b>Jim Preusser</b>	If you could Maribel send me the dates via email copy myself, LeighAnn and also Stephanie Wyka.
<b>Wendy Doromal</b>	We can do that.
<b>Jim Preusser</b>	That would be fine.
<b>Wendy Doromal</b>	And then, we want to send you a couple pages of questions regarding this high school pilot proposal that we just learned about. We have about two pages, would that be OK?
<b>Jim Preusser</b>	Please send me whatever you would like. I'm happy to get answers for you like we always do.
<b>Wendy Doromal</b>	We would like to have a meeting about that, I think you need to clarify it, how this voting process took place at each of these schools...
<b>Jim Preusser</b>	So maybe what might help...let me just break it apart and think about this for a second, send me the questions we're happy to look at the questions, and then maybe what would be prudent is to have Dr. Border and maybe the principals from the three schools come and let's at least talk about it. Would that be appropriate for you?
<b>Wendy Doromal</b>	I think we should invite the AR maybe and the faculty...
<b>Jim Preusser</b>	That's fine whoever you want to invite. I'm open to that.
<b>Wendy Doromal</b>	We are going to ask you for the pilot for each of the schools, we saw they're all different.
<b>Jim Preusser</b>	OK, that's fine. I think that's why it would be appropriate to have the principals there and Dr. Border. Let's make that happen.

<b>Wendy Doromal</b>	OK and we'll invite the union leaders from the schools.
<b>Jim Preusser</b>	Works for me.
<b>Wendy Doromal</b>	We are going to have to regroup and look at all the changes in the negotiations article. So we would like to propose setting up a date for another bargaining meeting. To discuss that, summer school, and extending the MOU and also the high schools.
<b>Jim Preusser</b>	These are different things and I think we need to bifurcate them and separate them out. The negotiations procedures proposal is a main table discussion, and I just want to say we are open to a counter, I'm not closing the door on anything, this is an open discussion, I think we want to come to an agreement. I just want to make sure the the union recognizes we are fine going to collective, we are not pushing back on that, we are OK with that, if we need to tweak some of the language in the article fine, we have to try to work together to get that done. I'm OK with that. As it relates to the Summer school MOU, I will take that to Superintendent, and hopefully I can get you an answer sooner than later. I'm assuming the union's position is that every article in that MOU stays as it is and the only thing that changes, and I'm not trying to put words in your mouth, is the date? I don't think we have a concern about the items that are in there. I will get back with you on the date. As it relates to summer school, I did provide you correspondence on the summer school specific to language in the agreement. It sounds like you feel like there's, you listed couple different items you think are impact bargaining. I'm not really sure why you have a concern about that but if you do, we can certainly talk about it.
<b>Wendy Doromal</b>	My concern is about the health and safety, because the way this is being presented and the way I heard it at the school board meeting, was we are going to fill these summer schools up, we are going to open it to everyone, and it's not just going to be remedial this year and it's not going to be course recovery, its open and there was also a discussion on the District wasn't quite sure if they could hold some of the classes virtually which would mean that some kids wouldn't go to summer school some would be left out. But our main issue is safety and health. Right now, teachers are concerned about no social distancing possible in their classrooms. So if we're going to fill up summer school and have no virtual classes, we really want to make sure we have an MOU protecting their health.
<b>Jim Preusser</b>	So, if the MOU is extended until the end of July that would address your concerns.
<b>Wendy Doromal</b>	I would say yes. We might have questions. Because it is different, there's some camps, what you sent us you did answer some questions, but then there were some camps I'm wasn't familiar with.
<b>Jim Preusser</b>	Spring Break Camp. Let me go back to the Superintendent, I've already mentioned it to her, but I need to have some more in depth conversation with her. My intention is before our next session is to get back to you on that. I understand your point. That may address your other concerns. I'm not saying you still may not still have questions, of course, you may still have questions and we'll help answer those. And then lastly, as it relates to the high school piece do we want to have a separate meeting on that or is that something you want to bring to this whole committee or is that something that you just want to bring some of your folks from those particular schools? I'm happy to do a separate meeting if you want.

<b>Wendy Doromal</b>	I don't know if these are schools that were picked or if this proposal went to every high school. That's one of our questions too. Was this proposed to everyone? It could be a districtwide issue. A pilot suggests it might continue on in other schools. We have pages of questions. So maybe this whole committee should...
<b>Jim Preusser</b>	I understand, send me the questions first and we'll go from there. As far as dates are concerned, why don't we do this, why don't you send me some dates, I know Lucia you usually join, really the schedule, if you give me a couple different dates and I can usually agree to one or two of those. Why don't you look at your calendar, and let me know and I will respond to you relatively quickly and we can get it scheduled.
<b>Wendy Doromal</b>	Thank you very much.
<b>Jim Preusser</b>	To summarize Wendy, I will look for your counter proposal on the negotiations procedures #1, #2 let me get with the Superintendent about extending the MOU beyond June 30, 2021, and #3 let's regroup after I get the questions from you about high schools. Does that summarize everything?
<b>Wendy Doromal</b>	The other thing was if you could share our ideas on CARES Act money spending and I will get you that and the other one was on the appeals dates that Maribel is going to send.
<b>Jim Preusser</b>	We'll wait for that email, of course. Send me the email about the CARES Act money and I will get that it over to Dr. Jenkins.
<b>Wendy Doromal</b>	Thank you.
<b>Jim Preusser</b>	Any other business today?
<b>Wendy Doromal</b>	No. Thank you.

# Appendix A



## ARTICLE II NEGOTIATIONS PROCEDURES

A. The parties agreed to implement a ~~Collaborative~~ **Collective** Bargaining Process ~~beginning with the 1998-99 fiscal year within the authority of~~ **in accordance with Chapter 447, Florida Statutes. Salary and fringe benefits shall be automatically reopened each year, as well as any provisions imposed by the Board. Either party is entitled to reopen the contract each year for the purpose of negotiating salary increases, economic increases, insurance, and up to three two additional articles.** Chapter 447 of the Florida Statutes and any appropriate rules and procedures. Salary and fringe benefits shall be automatically reopened each year, as well as any provisions imposed by the Board. In compliance with requirements that tentative agreement items must be formally ratified, the parties agree to establish the following protocol:-

1. ~~Formal ratification votes on tentative agreement(s) by the parties shall be held as needed.~~  
**Formal ratification votes on tentative agreement(s) by the parties shall be held as needed.**

~~1. 2.~~ **2.** Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of a Memorandum of Understanding.

~~3. Issues may be raised for consideration through an appropriate process at any time during the length of this ratified agreement.~~

B. If negotiations reach impasse, the procedures as set forth in the Florida Statutes and/or the rules of the Public Employees Relations Commission shall be followed. ~~At the request of either party, a mediator shall be appointed.~~ **At the request of either party, a mediator shall be appointed.**

C. Neither party shall have any control over the selection of the bargaining representatives of the other party, and the parties mutually pledge that their representatives will be empowered to reach tentative agreement on items being negotiated. Should either party utilize the services of outside consultants to assist in negotiations, the party using the consultants shall pay for any cost incurred for such services.

D. This Contract may not be modified in whole or in part except by mutual written agreement.

E. **Pursuant to §447.309(3), Fla. Stat., any provision of this Contract which is contrary to law, rule or regulation is void.** If any provision or application of this Contract is ~~held to be~~ contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall either immediately meet to reopen negotiations on that provision or application or mutually agree to deal with the matter in subsequent negotiations.

F. The agreements in this Contract shall supersede any rules, regulations, or practices of the Board which

are contrary to or inconsistent with the terms recorded herein.

G. There shall be two official signed copies of the final ratified Contract, one to be retained by each of the parties. The Board agrees to print one thousand five hundred (1,500) copies of the current Contract for distribution to new hires. A link will be provided to all employees during pre-planning each school year. The Association will be provided 500 copies of the full contract each year.

H. If bargaining is mutually scheduled during the teacher duty day, up to eleven members of the Association's bargaining team shall be granted release time for travel, caucusing, and attendance at bargaining sessions. The parties shall mutually agree on parameters to release from duty Association team members following bargaining sessions which extend late.

**I. ~~Unless mutually agreed by the parties,~~ Equal numbers of CTA members and District personnel shall be part of collective bargaining meetings. Either party may bring up to five (5) consultants and/or subject matter experts outside of the each respective bargaining committee per bargaining session.**

**J. Labor Management Committee**

**1. Labor Management Committee Meetings will be attended ~~only by the OCCTA President and the District's Chief Negotiator absent mutual agreement to allow others to participate.~~**

**A. Either party may bring up to three (3) consultants and/or subject matter experts to participate in the Labor Management Committee meeting. The list of consultants and/or subject matter experts that will be brought to a Labor Management Committee meeting will be provided to the other party no later than two (2) calendar days prior to the Labor Management Committee meeting.**

**B. Agenda items for the meeting will be exchanged by the parties at least five (5) calendar days prior to the Labor Management Committee meeting.**

**2. The purpose of this Committee is to address issues of concern related to labor relations, to provide a means for continuing communications between the parties, and to promote a climate of constructive employee-employer relations. This would include, but not be limited to, such activities as to:**

**a. Discuss and resolve contractual issues ~~subject to appropriate approval;~~**

**b. ~~Notify and d~~Discuss with the Union changes contemplated by the District which may affect bargaining unit employees;**

**c. ~~Discuss the future needs and programs of the District and the OCCTA;~~**

**dc. Disseminate general information of interest to the parties;**

~~e. Give the parties the opportunity to discuss their views and/or make suggestions on subjects affecting bargaining unit employees;~~

~~f. Give the parties the opportunity to discuss problems that may give rise to grievances and to discuss ways of preventing contract violations and other workplace conflict from occurring. The Committee shall not address the subject of a pending grievance.~~

~~g. Such other items as the parties may mutually agree to discuss.~~

~~3. The District's Chief Negotiator shall notify the OCCTA President of any grants submitted or accepted by the District. OCCTA will be provided the opportunity for input before the District submits an application for the grant.~~

~~4. The Committee shall be empowered to discuss topics and make recommendations to the Superintendent and OCCTA. Recommendations for new/modified collective bargaining language or joint legislative proposals shall be considered.~~

~~5. The agenda for each meeting shall be jointly prepared by the OCCTA President and the District's Chief Negotiator in advance of the meeting.~~

~~6. The Committee can listen to and consider information presented from guests that are jointly invited by the Committee.~~

~~7. All contractual committees formed jointly by the parties shall be organized under the direction of the Labor Management Committee and shall periodically report to the Labor Management Committee. The parties agree to mutually adopt guidelines and procedures to implement this section.~~

~~8. Participation in a Labor Management Committee meeting does not waive any bargaining rights for either party.~~

#### ~~K. Evaluations and Appeals Committee~~

~~1. The Evaluations and Appeals Committee shall be made up of an equal number of OCPS and OCCTA participants.~~

~~2. The Evaluations and Appeals Committee will hold its first meeting no later than September of each year and at least bi-monthly thereafter.~~

~~3. The Evaluations and Appeals Committee will make recommendations concerning the evaluation process.~~

~~4. The Evaluations and Appeals Committee will be in charge of the evaluation appeals process and will meet to decide the outcome of appeals. In the event of a tie, the appeal will be referred to the OCCTA President and the District's Chief Negotiator for a decision and if no~~

~~**agreement is reached will be decided pursuant to the grievance process as outlined in Article X of this Agreement.**~~

**5. Participation in a Committee meeting does not waive any bargaining rights.**

~~I. Tentative agreements shall be reduced to writing and submitted for ratification, within an agreed upon time, to the employees and to the Board. Failure to ratify tentative agreements shall make such tentative agreements null and void.~~

~~1. The parties may agree to submit packages of tentative agreements for ratification to the employees and the Board at any time.~~

~~2. If impasse is declared, the parties shall meet to review any pending tentative agreements unrelated to the impasse and to consider their submission for ratification as outlined in Section 1. above, prior to a special master hearing and prior to a public hearing.~~

**K. Tentative agreements shall be reduced to writing and submitted for ratification, within an agreed upon time, to the employees and to the Board. Failure to ratify tentative agreements shall make such tentative agreements null and void.**

**1. The parties may agree to submit packages of tentative agreements for ratification to the employees and the Board at any time.**

**2. If impasse is declared, the parties shall meet to review any pending tentative agreements unrelated to the impasse and to consider their submission for ratification as outlined in Section 1. above, prior to a special master hearing and prior to a public hearing.**

~~**L. J. During the term of this Contract the Association and the Board recognize that events may arise which require a mutual interpretation or modification of this Contract that does not constitute a substantive change in employees' salaries or benefits. Under these circumstances, t**~~ **During the term of this Contract the Association and the Board recognize that events may arise which require a mutual interpretation or modification of this Contract that does not constitute a substantive change in employees' salaries or benefits. Under these circumstances, t** ~~The parties are authorized to enter into a settlement agreement or memorandum of understanding expressing these these interpretations or modifications of this agreement. If such are entered into during the term of this Contract, they will remain in effect until expiration of the Contract, until superseded by the Contract, or until mutually withdrawn by the parties. If such are entered into during the term of this Contract, they will remain in effect until expiration of the Contract, until superseded by the Contract, or until mutually withdrawn by the parties.~~

~~K. Operating Procedures and Guidelines:-~~

~~1. The Collaborative Bargaining Leadership Team (CBLT) shall be composed of equal numbers of~~

~~CTA members and District personnel.~~

- ~~2. The CBLT mutually agrees to coordinate and participate in appropriate training opportunities designed to support the process and/or build skills essential to the success of the process. The CBLT may utilize the services of consultants to assist in the negotiations. Any cost incurred shall be shared equally by the parties.~~
- ~~3. Define consensus as a status in which all members can support the decision and use consensus as the preferred decision making strategy in all decisions.~~
- ~~4. Operate as an open forum to identify, explore and resolve issues of importance to CTA and the District using District personnel as resources. The CBLT will solicit and value input from personnel affected by the outcome of the process.~~
- ~~5. All monies, except for School Recognition Dollars allocated by the Legislature as “bonus” and/or “incentive money” for teachers, shall be subject to discussion by the Collaborative Bargaining Leadership Team before distribution.~~
- ~~6. The CBLT will establish committees and will receive, review and make final decisions on recommendations from appropriate committees. All decisions are to be supported by data from those committees. All committee meetings will be accurately recorded.~~
- ~~7. Communicate with employees through a variety of mediums.~~
- ~~8. There will be a notice to the CBLT participants before either party communicates any specific issues generated or discussed during the CBLT process unless it is mutually agreed to amend this timeline.~~

#### ~~L. Provisions to submit issues to the CBLT~~

- ~~1. Employees shall submit issues to the CBLT using the Issues for Submission form found on the CBLT websites: <https://www.ocps.net/es/legislative/laborrelations/Pages/default.aspx> and [www.orangecta.com](http://www.orangecta.com).~~
- ~~2. Forms may be found at individual work locations or the Association office.~~
- ~~3. The CBLT shall determine the appropriate action to be taken and notify the submitting party of such action.~~

#### ~~M. Committees of the CBLT~~

- ~~1. Committees shall be composed of equal numbers of CTA members and District personnel.~~
- ~~2. Committees will receive and undertake activities to execute the specific charge from the CBLT. Each party shall select a member that will act as a co-chair for each committee.~~
- ~~3. Committees shall welcome employees who might be affected by the issue to attend and provide information as a resource. Committees may invite outside resources as necessary.~~
- ~~4. Committees shall identify options supported by data to be recommended to the CBLT.~~
- ~~5. Committees shall keep accurate records of all committee meetings.~~
- ~~6. Committees and Task Forces~~
  - ~~a. Standing Committees~~

~~The Collaborative Bargaining Leadership Team has established standing committees to field issues and concerns from their stakeholders. The committees meet on a regular basis to discuss issues and to collect data to support their recommendations. Each committee presents periodic reports and recommendations to the Collaborative Bargaining Leadership Team. The committees are as follows:-~~

- ~~1.) Finance and Compensation~~
- ~~2.) Assessment **Evaluation**~~
- ~~3.) Human Resources~~
- ~~4.) Compliance~~
- ~~5.) Calendar~~
- ~~6.) Grants~~

### **L.M. Joint Committees**

#### **b. Joint Committees**

- 1.) The parties agree to continue a joint Fringe Benefits Committee to discuss current insurance coverages, review alternatives to the current coverages, and recommend

improvements in the current coverages relative to benefits and cost. Discussions shall include co-payments, co-insurance, deductibles, out-of-pocket maximums, annual employee premium increases over 10% and all items outlined in Appendix C.

In addition, the Committee will review and recommend changes in third party administrators and PPO providers, participate in the development of specifications for insurance benefit programs and other contracts prior to their being released for bid, and review bids prior to the time of awarding contracts.

a.) If any products after being offered for three consecutive years (including the introductory year) has less than 5% participation of benefited employees, the product will be discontinued subject to the approval of the Fringe Benefits Committee. Employees enrolled in any discontinued product will be assisted in making a transition during a six month notification period (in the third year). Exceptions are as follows:

i. If a product has less than 5% participation, but saves both the district and the employee money, it will be continued (i.e. Flexible Spending Account (FSA)).

ii. Products that can be purchased at a lower cost through group rates and are not readily available to individuals.

b.) If a product is available in the market place on an individual basis at a comparable cost and benefit structure, it will not be offered by the District.

c.) The joint Fringe Benefits Committee shall be comprised of equal representatives from the Association, the Board, and each of the other recognized bargaining agents within the District.

d.) The joint Fringe Benefits Committee may submit proposed changes in the insurance package to the Superintendent and the OCCTA President for analysis of both program input and cost, for future use in bargaining. The joint Fringe Benefits Committee shall have no power or authority to agree to any changes in insurance that would require negotiations.

~~e.) Any changes to the insurance program which are not subject to bargaining, but must be approved by the Board, shall require at least a 30-day prior notice to the Committee.~~ **Any changes to the insurance program which are not subject to bargaining but must be approved by the Board shall require at least a 30-day**

**prior notice to the Committee.**

2.) The parties agree to continue the Joint Safety Committee to review current safety rules and practices at the various work-sites, to provide a vehicle for the handling of complaints, and to determine additional ways for enhancing safety conditions. ~~This committee shall meet bi-monthly beginning in September or within 30 days of ratification, whichever is sooner.~~ **This committee shall meet bi-monthly beginning in September or within 30 days of ratification, whichever is sooner.**

3.) The parties agree to continue the Sick Leave Bank Committee: the Association President shall serve on the Sick Leave Bank Committee.

**4.) Participation in a Joint Committee meeting does not waive any bargaining rights for either party.**

4.) The parties agree to continue the budget committee comprised of equal representatives from the Superintendent, the Board, and the OESPA and CTA CBLTs. The purpose of this committee is to create an overall awareness of the District's budgetary needs by identifying and sharing priorities from the parties on the committee.

**5) The parties agree to continue the budget committee comprised of equal representatives from the Superintendent, the Board, and the OESPA and CTA CBLTs. The purpose of this committee is to create an overall awareness of the District's budgetary needs by identifying and sharing priorities from the parties on the committee.**

~~c. Ad Hoc Committees~~

~~The Collaborative Bargaining Leadership Team establishes ad hoc committees to field issues and concerns from their stakeholders. The committees meet on a regular basis to discuss issues and to collect data to support their recommendations. Each committee presents periodic reports and recommendations to the Collaborative Bargaining Leadership Team. The committees meet to address a specific purpose and are not on-going standing or joint committees as defined elsewhere in this article. The ad hoc committees may include but are not limited to ESE, Instructional Support and Career and Technical Education.~~