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Loudoun County School Board, Legislative and Policy Committee Meeting, Monday, November 27, 2023

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Place Loudoun County Public Schools / School Board meeting (see BoardDocs / LCPS-TV)
Length 1h 55m (video)

- Official meeting video (Vimeo / LCPS-TV): <https://player.vimeo.com/video/888928669?rel=0>
- BoardDocs (School Board): <https://go.boarddocs.com/vsba/loudoun/Board.nsf/Public>

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[00:00:01] Good afternoon. This is Etusa Rieser calling to order the Monday, November 27, 2023 Legislative and Policy Committee meeting. We will begin with public comment this evening. Is there anybody else who still needs to sign up?

[00:00:32] We have eight speakers this evening, each of which will be allotted two minutes for public comment. Our first speaker is Sandy Sullivan, followed by Abby Platt. Sure. Thank you. Good afternoon.

[00:00:49] The presented draft of the collective bargaining resolution disrespects your employees. Now is the time to get it right. We expect your decisions tonight to result in a resolution that paves the way for meaningful collective bargaining. You've hired your educators for our experience and expertise, but the resolution limits educator voices.

[00:01:06] There are many concerns about the resolution, but the following three cannot remain in their current form. First, the expiration of authorization cards. It silences the voices of over 6,000 employees who signed authorization cards. Expiration dates must be removed.

[00:01:22] Next, all options for the terms of bargaining working conditions limit the scope of collective bargaining. You've heard this many times before. Educator working conditions are student learning

conditions. Finally, labeling entire departments as confidential employees removes the voices of support employees, your underpaid and overworked employees.

[00:01:41] It has always been LEA's intent to collaborate with you to develop a resolution crafted in transparency that would benefit staff and students. At tomorrow's meeting, it looks as though the resolution could be discussed before your recess. We urge that discussion occur after your recess in order to allow your employees the opportunity to be there, as well as the public who may expect the resolution to be discussed then.

[00:02:04] No decisions about us without us. Thank you. The next speaker is Abby Platt, to be followed by Stephen Meyer. I did not prepare anything formal to say today largely because for me it's very simple this board has the ability to meet the unique needs of our teachers and staff and my feeling is that by hiring and outsourcing control and power for the decisions that are made here is dangerous and costly and there and it

[00:02:41] will come in perpetuity it will be a long-term impact should you go forward with what you have. So I want to formally be on the record just in my confidence that this board and the administration has the ability to meet the needs of our teachers without the extra bloat.

[00:03:00] Thank you. Thank you. The next speaker is Stephen Meyer to be followed by Brandon Kerr. Good afternoon. I'm a member of LEA Retired and a member of LEA's collective bargaining team. LEA has a host of areas of concern that we've gathered from different sets of educators.

[00:03:20] making the appropriate changes would enhance their ability to be more effective and strengthen our school system. I want to emphasize that if you limit collective bargaining to a small number of issues, you will lower the morale of those educators whose legitimate concerns are not voiced in the bargaining.

[00:03:42] Concerning the current draft, almost half of the items proposed for bargaining are issues that have already been defined by state policy, LCPS policy, or were LCPS standard practice for decades, planning time, duty-free lunch, dues collection, and access to LEA members at work sites. I can say that including them as a bargaining issue has disappointed many of us and called into question the issue of good faith. In closing, I want to emphasize

[00:04:17] that it's in both of our interests that all educators legitimate concerns be heard an agreement should not limit the number of issues for collective bargaining thank you thank you the next speaker is Brandon Kerr to be followed by Andrea weisskopf good afternoon I'm going to be direct the four options I've been proposed in this resolution for defining work and in conditions are not at all acceptable in their current state each of them restricts us to a

[00:04:53] maximum of four possible topics during a first contract negotiation. The closest foundation we have in the current resolution language for a workable solution is option three, but even that, with the limitation on the number of topics, it isn't a way for us to move forward meaningfully.

[00:05:10] When bargaining for employees in many different job categories, there are a lot of different things that we need to be able to address, and there needs to be a meaningful way for all of the groups represented to be included. limiting the number of bargaining items inadvertently pits employees against each other in a way that's not productive to anyone. Additionally, with regard to the selection of topics, we believe that this is a process that should be far more collaborative than what's outlined in the resolution as

it currently stands. It is not necessarily the role of this committee or the school board to tell employees what the important issues that need to be negotiated are. The list of topics that are provided in options one and two are really insulting to educators.

[00:05:49] These range from things that should be a part of the structure of the bargaining process such as the length of a contract to, as previously mentioned, things that are simply required by state law like a duty-free lunch. Including things like this that are already required by state law can be perceived as a threat against employees to roll back existing protections if we don't choose those as topics to be negotiated.

[00:06:12] And I'd urge you to reconsider the place of that in our resolution. finally the limitation to exclude subjects and rights reserved to the board in the resolution seems like innocent language at first glance but the restrictions are outlined in section 4 make this extremely limiting most notably determining the type and scope of work and staffing levels these are issues that affect our working conditions directly language in our job description includes other duties as assigned which is interpreted differently across many schools. Thank you for your time. Thank you. The next speaker is Andrea

[00:06:49] Weisskopf to be followed by Suzanne Satterfield. You allotted the president of the LEA a mere two minutes to speak about collective bargaining with no discussion or question answer. According to FOIA, Isler-Dare was contacted two months before the LEA presented its collective bargaining proposal. This is a strategic betrayal of educators by LCPS and by school board members if they knew.

[00:07:26] There have been at least three closed door and unfoiable meetings by the LNP committee about collective bargaining, but the school board told us they only saw the resolution when we did. What happened to the LEA proposal? Have you asked to see comparisons and why that proposal was unacceptable. Right now I see a school board rapidly working to vote on a collective bargaining betrayal that if passed would be worse than not having collective bargaining. I'd like to remind

[00:07:59] those to my right that as LCPS employees you are eligible to join the Loudoun Education Association. Thank you. Black Lives Matter. Thank you. The next speaker is Suzanne Satterfeld to be followed by Chris Countryman.

[00:08:17] Once collective bargaining gets in, it's hard to remove. The school board and administrators' roles are hindered. It favors longer-term, older teachers' salaries. It will not bring more teachers to LCPS. It will hurt hiring efforts. Teachers will look to go to districts that don't have unions.

[00:08:36] It's more costly. We have great benefits for our teachers. They have an overall good salary plan. This is not the problem. The communications need to be open. There are teachers I know that put a ton of personal time into their jobs.

[00:08:51] They love being here. They love their students. They have some had been in the union. They had left the union. They do not want to be in a union. And I'd hate to see those teachers walk away from Loudoun County and those students lose the opportunity to have such great teachers here at our schools.

[00:09:10] So please, please consider not allowing the collective bargaining. There are other solutions. This is not students always lose. Thank you. Thank you. The next speaker is Chris Countryman to be followed by Corey Bernay.

[00:09:28] I'm an elementary teacher, and I used to love what I do. I can't say that anymore, and I haven't been able to for a while now. As a district, we are crying out for help.

[00:09:47] Sadly, this is not a figure of speech. We expect tears from students every once in a while, but I'm not talking about the kids. I'm talking about the staff. Teachers are literally crying in your schools every day.

[00:10:05] At a listening session with the superintendent, a woman broke into tears over what was going on. It's not hormonal. It's not something like that. It wasn't she had a bad day. It is the stress that is being put on us.

[00:10:21] That same week that that happened, three teachers did the same thing at my CLT within my school. The very next day, there were two more from another grade level. I am not exaggerating. This is coming from overwhelming stress.

[00:10:40] No organization should need a union. But when you have a situation like this where you are not listening, you have got to do something to get us engaged. I have already determined I'm leaving, and I'm pretty darn good at what I do, but I cannot continue this way.

[00:10:58] And it's certainly not because I'm running away from unions. It is because we need the union voice because they're not paying attention. The expectations being put on educators through policies created to check boxes are unreasonable. It is not possible to fit all the things in that are being asked of us, and it is demoralizing.

[00:11:17] So why are teachers leaving? Because you would rather pay money to lawyers to write policy to keep us quiet than simply pay attention to what we're trying to tell you. Value our experience and our knowledge.

[00:11:34] We can help. Give us a seat at the table and let us help. Thank you. Our last public speaker tonight is Corey Bernay. LEA presented our resolution to you in June in good faith, having been previously told that work on the resolution would be collaborative, including us in the discussion.

[00:11:58] So far, it hasn't worked out that way, but it's not too late. Isler Dare is an anti-worker, out-of-state law firm who doesn't want what's best for educators. Since April, you have been getting advice and direction only from them. Is it any wonder that the draft resolution they crafted is offensive and insulting to educators?

[00:12:18] LCPS employees deserve respect. Show us our due respect by talking to us now, by asking us what parts of the draft resolution need to be rewritten, by listening to us when we say that this is what employees want, by believing us when we signed our authorization cards for collective bargaining.

[00:12:38] Did you know that your draft resolution considers all cards signed prior to this school year expired? So we're intelligent enough to educate the children of Loudoun County, but we're too stupid to know what we signed last year and definitely can't be trusted to still know what we signed.

[00:12:54] This is insulting. How about collaborating with us like we were promised last year? We can make this resolution better, more palatable to LCPS employees but we have to be included starting now and not just these few minutes for public comment every two weeks. You need us at the table involved in all the discussions. The current resolution is a non-starter. Do you want this to be your legacy? Y'all impose

the December deadline so let's get to work and remember who's in charge? You are. You make the the decisions, you can tell the central office staff that you want us invited to a work session.

[00:13:34] Make this right. Thank you. And thank you to each of the public speakers. We do value your perspective and your input very much. We are going to move on to item number three, which is approval of the minutes from the last meeting.

[00:13:53] But before I ask for a motion, I just want to point out that I noticed what I think is an error in the number of public speakers. Can we pass over this and just ask you to double-check on that? I believe that there were four public speakers at the last meeting, and the draft minutes say six.

[00:14:10] My memory may be incorrect. It's been a couple of weeks, but if you wouldn't mind just double-checking, and we'll come back to this. Thank you. And Dr. Smith, could you, because we're doing something out of order, if I forget to come back to the approval of the minutes, could I please ask you to remind me?

[00:14:30] Thank you. We're going to move on to our item 4.01, which is collective bargaining. I know that at the last meeting, I asked staff to come back with some slides, maybe some graphics that can help us visualize the difference between some of the items that we're still grappling with.

[00:14:51] Should we go ahead and start with that presentation or was there anything else that you wanted to begin with tonight? Thank you, Ms. Reeser. I think we're ready at this time to project the presentation. Thank you.

[00:15:16] So as a recap, when we last met in November 9th, 2023, the committee was presented with the draft to LCPS collective bargaining resolution, and we reviewed multiple decision points. The committee requested us for staff to provide three items. The first concerned the definition of working conditions. As you recall, four options were presented, and the committee asked for a comparative glance of other jurisdictions, treatment of working conditions, and the scope of negotiated topics. The second request from the committee was to remove any threshold for election participation and certification and decertification of a potential exclusive bargaining

[00:15:56] representative. On that, we've done that and posted the updated version of the draft collective bargaining resolution. The final request was to create a menu of options for an impasse resolution procedure. Staff reviewed the collective bargaining resolutions of eight other Virginia school divisions to provide insight into what those school divisions have landed on concerning the scope of negotiated topics as well as the impasse resolution procedures as this is a new landscape for Virginia school divisions we can look to those other jurisdictions for developing practices so that's what we're presenting this evening next slide please next slide please

[00:16:36] as a recap of the working conditions options the first option as you recall provides for nine topics wherein each party can select up to two topics for the negotiation of the first collective bargaining agreement. Next slide, please. The second option for working conditions prescribes three items, a grievance resolution process, the rights of the exclusive representative to access employees and information, and the duration of the agreement. Next slide, please. The third option

[00:17:13] provided negotiation between the board and an exclusive bargaining representative who participates within each of those parties is up for negotiation as part of that process, and in this option they're allowed for a maximum of up to four negotiated topics agreed by both parties, and that's prior to

the commencement of collective bargaining negotiations. As a practical matter, they would need to land upon an agreement on those topics before they begin negotiating

[00:17:45] on those topics. And the final option provides for a subcommittee comprised of the delineated folks there, the two board members, three representatives of the LCPS administration, and five representatives of the exclusive bargaining representative prior to the commencement of collective bargaining. The committee asked for guidance on what the national standard and other states do, in terms of how they conceive the working conditions and the scope of negotiated topics.

[00:18:22] The national standard, it's broad, and my understanding is it's broad and case-specific, so that doesn't provide much practical guidance for us. With respect to other states, it's very states-driven statute and regulations, so it would be like comparing apples and oranges, we'd have to look to kind of the Virginia state statutes and regulations, and as that's fairly in its nascent stage, you know, there's no definition or standard under the Virginia Code, and there's no state labor relations board.

[00:18:57] Next slide, please. So here we get into the comparative glance at the other options, and I realize this might be difficult to read. I'll kind of, I'll walk through it with you all.

[00:19:12] If you could maybe read the header topics, because I think they're blocked by some of the IT. Yes, there we go. So as you'll see, the leftmost column is either the LCPS option number or school division.

[00:19:32] The next column to the right is who is participating in that process. The column to the right is when that negotiation occurs on the working conditions or scope of negotiated topics. The column to the right is the number or scope of items that are to be negotiated in the first collective bargaining agreement.

[00:19:53] And the final column that you see is the number of items negotiated in successor collective bargaining agreements. And I'm sorry, if I could interrupt you for just a moment, I know that this was still being worked on as late as today and was not previously in board docs, but can we load that up to board docs now?

[00:20:13] I believe we need to do that as it's being presented in committee. yeah yes there's no issue with that thanks sorry mr. Reed so we'd have to stop presenting in order to do that can we after the presentation or do you want us to normally be presented and then upload it afterwards okay I mean I think it'd be beneficial if everyone who wanted to follow along could follow along including the other board members so we can pause and do that sure did we get an

[00:20:52] answer on the on the draft minutes and the number of public speakers maybe we could go back to that or or we can just take a pause then okay thank you actually mr. Allen could I ask a clarifying question about something you already presented while we're waiting it appeared to me as if options three and four both have no limit on the number of topics they would be up to the group

[00:21:29] that is chosen to then decide which topics would be would be discussed under working conditions options three and four so miss Rieser and reading these options there's up to a maximum of four that are agreed to by correct but I mean the there's no limit on what those four items there's not a menu that they have to be chosen from whereas with option number one and we heard some of the public comment was surrounding the decision to limit the menu of items to

[00:22:05] choose from but in both of the second options the the working group for lack of a better word, would be deciding what can be the menu, or it could be just that there is no menu in the fort.

[00:22:21] It's an open process. Yes, that's correct. There's no prescribed topics under those options. Another one of the general questions that I had was around the -- we had some discussion around the collective bargaining resolution trumping policy in places where there are conflicts between the resolution or the later the CBA, the agreement, and conflicts with policy. Is there any language in the resolution that addresses that, or would that be something

[00:22:55] that would need to go in the agreement, or at what juncture does that decision get memorialized? Thank you, Ms. Reeser. So my understanding, at this juncture and the resolution, that wouldn't present as much of a concern. It's really what's negotiated as part of the collective bargaining agreement and to the extent there's a conflict there but uh i'll allow miss miss smith to provide further elaboration on that thank you that's correct mr it's likely that the collective bargaining agreement would be the source of any conflict between school policy and existing board

[00:23:31] policy and i think that that would probably be addressed by the parties at the time that they are negotiating the agreement typically there is language in collective bargaining agreement saying that to the extent that there is a conflict the collective bargaining agreement will trump unless the policy or some other document is carved out in that collective bargaining agreement so if we're incorporating existing policy or something like that then obviously that would not conflict with whatever it is but if there is a conflict between the two the document itself would address that okay because there are some policies that we're even currently working on it may be passing shortly that that later there might i think there's some concern around things that appear

[00:24:06] to conflict with each other and then i suppose as a follow-on to that if there was later a policy that passed, maybe it was required even by the Commonwealth, and it conflicted with something that was in the CBA, could a policy then include language that says, this will trump?

[00:24:25] Yes, I think that's certainly, if it's dictated by the Commonwealth, then I think that that's always going to be, you know, I think both sides generally are going to understand at that point, we can't trump whatever state law requires. Okay, but to the extent that anyone has concerns about there being conflicts, this is something that can be spelled out in the agreement.

[00:24:42] Yes. Thank you. should I keep going I can just add in terms of the number of speakers we're gonna need to go back and listen to the recording again just to verify so we won't have that for you this evening but happy to update it okay we can just come back to that and is this document available to everyone now okay thank you so I'll just turn it back over to mr. Allen thank you so as you'll see the LCPS options one through four are listed in the first four rows we've

[00:25:20] We've discussed those previously, so I won't elaborate too much further on those at this time unless there's any questions specifically as to who participates when the number and scope of items negotiated in the first collective bargaining agreement and then in the successor collective bargaining agreements with respect to any of those options.

[00:25:47] So I think it might be helpful if you just point out to us the big areas of difference between um between the four options certainly um going column by column uh in terms of who participates uh as you'll see the majority of these other jurisdictions in fact i believe all are between generally the school board and exclusive bargaining representative that allows for flexibility for those parties to negotiate and decide for themselves who specifically would

[00:26:26] would be involved in the negotiation and in the processes for potential negotiated topics. With respect to when the items to be negotiated are considered or discussed among the parties, a lot of these do not expressly address specifically when that might be.

[00:26:56] Options three and four for LCPS, working our way down, do indicate that it's prior to the commencement of collective bargaining negotiations, and again, that's a practicality of that arrangement. As you'll see, Arlington and Prince William and Fairfax do not expressly address when that might happen.

[00:27:25] Falls Church doesn't address it for the initial collective bargaining agreement, but as we'll see in a minute it does for successive collective bargaining agreements. Richmond Public Schools does provide again that it's during collective bargaining negotiations similar to options one and two for LCPS. And then Montgomery County Public Schools indicates that it's within the first nine days of collective bargaining negotiations. That's when the scope of items

[00:28:04] to be negotiated are discussed. With respect to the next column, number and scope of items negotiated in the first collective bargaining agreement we go to Arlington it doesn't set forth a number but it does set forth that wages certain benefits in terms of conditions of employment to include health and safety planning times breaks and work hours are included Prince William

[00:28:41] County also includes wages certain benefits and subjects that are not prohibited subjects of bargaining moving to the next page or slide fairfax county public schools includes wages hours and benefits and up to one working condition topic selected by each party it also provides that additional topics may be negotiated if agreed to by both parties falls church provides

[00:29:16] for wages benefits and working conditions which are defined as format of evaluations hourly schedules of non-certified employees duty-free lunch and the roles of existing employee committees richmond public schools provides that initial topics must be chosen within the first nine business days of negotiations so that should be included in the column to the left just as a side note but it also provides for wages hours and scheduling retirement benefits health and safety

[00:29:55] work rules evaluations discipline and other terms and conditions of employment as well as quality of life issues moving to the next slide you'll see montgomery county public schools provides each party the opportunity to select up to two topics from which up to two topics shall be agreed upon as the subjects of negotiation including wages hours benefits and up to one working conditions

[00:30:28] topic may be negotiated if agreed to by both parties. Harrisonburg City Public Schools leaves that undefined, and Charlottesville City Public Schools provides that the initial topics must be chosen within the first nine days of negotiations. Each party may select up to two topics for a total of four topics. It provides for a prescribed list to include the wages, hours and scheduling, benefits, health and safety, work conduct rules, evaluation procedures, discipline procedures,

[00:31:06] and other terms and conditions of employment. And finally, we've provided the number of items negotiated in successor CBAs.

[00:31:24] Options one through four are provided up top. Moving down to Arlington Public Schools, that collective bargaining agreement, my understanding, is three-year terms on any matter related to wages, benefits, and terms and conditions of employment.

[00:31:48] Prince William County Schools provides for wages, certain benefits, and subjects that are not prohibited, subjects of bargaining. On the next slide, we'll see Fairfax County Public Schools, which provides for wages, hours, and benefits, and up to one working conditions topic selected by each party.

[00:32:10] Additional topics may be negotiated if agreed to by both parties. Falls Church City Public Schools provides for each party to make proposals to bargain up to two additional bargaining topics to negotiate, excluding those subjects and rights reserved to the board in the resolution.

[00:32:29] For that, negotiated topics must be discussed and agreed upon within the first nine days of bargaining for a successor collective bargaining agreement. Successor contracts may include, as one of the two, additional two topics, grievance procedures for the interpretation of contract terms and the resolution of disputes arising under the CBA, should the parties agree to that as a topic.

[00:32:57] Richmond Public Schools provides for any terms and conditions of employment, except those excluded under the regulations may be negotiated and subsequent negotiations in the final two montgomery county public schools provides for within first the first nine days of bargaining for a successor cba each party may select up to two topics from which up to two topics shall be agreed upon as the subjects of negotiation including wages hours benefits and and up to one working conditions topic may be negotiated if agreed to by both parties.

[00:33:35] Finally, Charlottesville City Public Schools provides for any terms and conditions of employment except those excluded under the regulations. - Thank you, thank you for highlighting the differences for doing all the research to help us understand what other school divisions have grappled with and what they've arrived at.

[00:34:00] If you would like to go ahead and finish the slides and then we can take questions from the committee. - Certainly, next slide. The next slide provides for a general menu of options as requested.

[00:34:17] There's, as you saw from the two options currently in the draft LCPS collective bargaining resolution, there's a triggering of an impasse, either automatic with a certain date or a triggering upon request of either party.

[00:34:35] There's also an impasse procedures as to whether you use labor relations neutral, which is non-binding adjudication versus non-binding mediation or both and then finally there's consequences of an impasse beyond the mediation or the adjudication of a labor relations neutral and the three options we saw there were school board retains exclusive authority to determine the contents of a collective bargaining agreement the continued implementation of the terms of any prior collective bargaining agreement and the expiration of the existing collective bargaining

[00:35:12] agreement one year from the date the collective bargaining agreement was scheduled to expire and so by clicking on this link it should provide you to a chart which may be populating any minute

[00:35:32] now again i want to thank you for putting that together i mean i know i we had some conversations around this before the holiday but i just asked for that last chart today so i'm grateful that you all tried to put it together so that we could have it for tonight so i think if we're able to

[00:36:10] magnify maybe one or two times may be able to know more and we'll scroll up and I'll read the columns so everyone's on the same page there again the left most column provides either the option under the LCPS draft collective bargaining resolution or the school division the next column to the right is

whether they includes a triggering of an impasse upon the request of either party the next column indicates whether there's an automatic triggering of an

[00:36:46] impasse that the next column is whether there's a facilitation prior to mediation provided for and spoiler alert there's only one jurisdiction that provides for that and that's fairfax county public schools could you repeat what fairfax county provides for yes so the fourth column there facilitation prior the opportunity to have a kind of facilitation prior to a mediation fairfax county public schools provides thank you the next column is whether the impasse resolution

[00:37:21] provides for non-binding mediation the column to the right provides for whether there's a labor relations neutral or another step for non-binding adjudication after the mediation mr research to your question previously whether costs can be assessed we provided a column that provides what the resolutions indicate there for who bears the cost in terms of these proceedings the column to the right is whether the board retains exclusive authority to determine the contents of a collective bargaining agreement if an impasse still exists the penultimate column

[00:38:00] provides for whether there's a continued implementation of the terms of any prior collective bargaining agreement and the final column on the far most right is whether there's an expiration of the existing collective bargaining agreement one year from its scheduled expiration date. With respect to option one and two, you'll recall that the difference there was option two provides for the second layer of non-binding adjudication with the labor relations neutral,

[00:38:37] and you'll recall that under option two, it provides for the opportunity for the board to retain the exclusive authority to determine the contents of the collective bargaining agreement, continued implementations of the terms of any prior collective bargaining agreement and provides for the expiration of the existing collective bargaining agreement one year from its scheduled expiration date. If we scroll down you'll see that Arlington Public Schools does not provide for

[00:39:12] any clear impasse resolution provision. Prince William County Schools does have a provision for the triggering of an impasse upon request by either party it's similar to option one and two except for the date is by october 1st rather than september 15th the difference between arling um excuse me prince william is that it doesn't provide for an automatic triggering of an impasse

[00:39:46] like options one and options to do for lcps in terms of non-binding mediation that's similar to option one and option two of lcps and then in that after an impasse is declared either party may seek mediation through the federal mediation and conciliation service it provides that the parties must engage in mediation for at least 30 days unless the parties mutually agree to extend or terminate the mediation or reach an agreement prince william doesn't provide for a

[00:40:25] labor relations neutral adjudication so that second step of the non-binding adjudication is not provided for in the resolutions and in that collective bargaining resolution the parties share the cost of the services of the mediator equally and the additional costs incurred by each party are borne by each party exclusively similar to option one if the impasse persists then the board retains exclusive authority to determine the contents of the cba and the continued implementation

[00:41:01] of the terms of any prior collective bargaining agreement fairfax county public schools i mentioned earlier that they do have an opportunity for to engage a facilitator at the onset of negotiations to manage the negotiation process the cost there for the facilitator shall be borne by fcps if that's

unsuccessful then mediation is an option and that's done by a labor relations administrator who is appointed under that collective bargaining resolution if that is

[00:41:38] unsuccessful and there's still an impasse then it proceeds to a fact finder another round of alternative dispute resolution which is set forth there it's and involves a panel and that panel will use the same fact finder as the mediator who will serve as the chair of the panel and that's the neutral fact finder then each party has allowed the opportunity to appoint one individual so it will be a three-person panel and they'll make recommendations regarding the

[00:42:15] resolution of the impasse the panel holds a hearing similar to the LRN hearing and option two and the panel's finding and findings and recommendations are actually released to the public 35 days from the conclusion of the hearing under that collective bargaining resolution the The school board considers the panel's finding of facts and options for funding any recommendations and makes a final decision.

[00:42:44] Again, that process is non-binding. For the mediation process and the panel process, those are to be shared equally by parties in terms of costs.

[00:43:00] And if an impasse pursues, there's no direct addressing of that, of what happens after that in their collective bargaining resolution.

[00:43:15] Next, we'll move to Falls Church City Public Schools. So any party can declare an impasse if no agreement is reached by 30 days before an existing CBA expires, or in the case of a newly certified exclusive bargaining representative within 90 days after a negotiation begins or at such earlier time as the parties may mutually agree.

[00:43:38] There's an automatic triggering as well. if there's a failure of the parties to reach an agreement by september 1st that constitutes an automatic impasse mediation is mandatory the parties must participate in mediation for a period of 15 days from the date the mediator is appointed unless they're agreed into writing to terminate or extend the mediation or they reach an agreement the parties are to set their own reasonable deadlines and those must be set to afford for the budget preparation schedule

[00:44:18] Also, as a side note, the parties can elect to participate in other engagement strategies by mutual agreement beyond the mediation. If mediation is not successful to resolve the impasse, then the parties can request a hearing by a mutually agreeable LRN.

[00:44:39] And this process is very similar to option two process for the LRN's adjudication. In this resolution, the parties share the cost of the services of the mediator and LRN equally and bear their own exclusively borne costs similar to option two the board may and its sole discretion choose to continue any or all the provisions of an expired collective bargaining agreement the collective bargaining and existing collective bargaining agreement persists until

[00:45:15] the parties reach a new agreement and unless the parties reach a new agreement prior to an expiration there is like option two for lcps an option to expire the existing collective bargaining agreement one year from its scheduled expiration date richmond public schools is similar to the electing of an impasse if no agreement is reached by 30 days before an existing collective bargaining

[00:45:50] agreement expires or within 90 days after initial negotiation begins with the newly certified exclusive bargaining representative. There's no automatic triggering of impasse for that collective bargaining resolution. In terms of non-binding mediation, Richmond does provide that.

[00:46:13] The mediator shall be an impartial, disinterested person that the parties choose. The parties must participate in at least four mediation sessions, which must take place within 21 business days from the date the mediator is appointed.

[00:46:30] If no agreement is reached, then there's what's called a 15-day cooling off period. And during that 15-day period, the parties cannot engage in contract discussions. Following that period, the parties can elect to participate in other engagement strategies by mutual agreement.

[00:46:49] And if no agreement is reached, then you move to the next round of alternative dispute resolution. And that looks very similar to what we have as option two with the LRN. Again, the costs are related to the contract negotiations are borne equally by the parties.

[00:47:15] And the Richmond Public School collective bargaining representative, there is not a provision allowing the board to retain exclusive authority to determine contents of the collective bargaining agreement, nor is there a provision that allows for the expiration of the existing collective bargaining agreement one year from its scheduled expiration date however there is a provision for the continued implementation of the terms of any prior cba in fact it provides that the terms and conditions of an existing agreement shall remain in full force and effect

[00:47:53] until superseded by a new collective bargaining agreement we have just two more to review and they're the exact same so i'll just read one of them those are montgomery county public schools and charlottesville city public schools harrisonburg city public schools as you see much like arlington does not provide for an impasse provision provision under montgomery and charlottesville city there is a opportunity to elect an impasse procedure if no agreement is reached by 30 days before an existing collective bargaining agreement expires or the 90 days in the case of a newly

[00:48:33] certified exclusive bargaining representative and then in terms of mediation that's done similarly through a neutral that's been agreed to by the parties at the commencement of the bargaining similar to richmond public schools the parties must participate in at least four mediation sessions taking place within 21 business days from the date the mediator is appointed they both have the cooling period cooling off period and it's actually not set for 15 days it's

[00:49:06] up to 15 business days. That's a distinction there. Following that period, again, they have the option to participate in other non-binding engagement strategies by mutual agreement. They provide that those must be concluded within 10 business days. With respect to the further alternative dispute resolution process, they both provide for a panel that's similar to what is included in LCPS Option 2.

[00:49:42] The one distinction I will say between Montgomery County Public Schools and Charlottesville City Public Schools is that under Montgomery County Public Schools, unless either party objects in writing within five business days of the issuance of the panel decision, the decision shall be included in any tentative agreement submitted for board approval.

[00:50:05] If there is a timely objection, then the impasse proceedings end and the issues and the impasse shall die for lack of resolution. In both of those resolutions, the parties share equally the costs and expenses of the mediation in any panel.

[00:50:23] And if there is an impasse that continues beyond those negotiations, then the terms and conditions of any existing agreement remain in full force in effect until superseded or by a new collective bargaining agreement once reached. Thank you.

[00:50:41] it's very informative to see the range of options the different school divisions have reached within each of the different categories and I know there was a lot of work to both prepare that and to present it and we're very grateful to you for that work I do I want to start with just a couple of questions that then I'll open it up to the committee and then I'll ask for you to guide us through the decision points that you need us to make before we then make a determination about what to recommend to the board for consideration at its meeting

[00:51:19] with regard to the self-imposed december 31st 2023 deadline do you have any recommendations or reservations regarding a motion to amend the resolution to remove that expiration date and i i think that's a question for anybody on staff or everyone on staff thank you mr reiser my my

[00:51:52] understanding is that the school board met its codified requirement to enter into a resolution allowing for collective bargaining and and so it's it's legally met that requirement and so the self-imposed date of December 31 to either adopt or reject a collective bargaining resolution could be amended is my understanding do you have any concerns about either keeping it or amending it or do you just leave that to the will of the board and that's

[00:52:31] ultimately the the call of the board but if other staff wants to provide any input they can anyone else dr. Spence I think to Wes's point it really kind of comes down to who you want to resolve this issue right I mean who you want to be making these decisions so if you remove that then this can move forward to a new school board that's seated in January and they can have that conversation if you leave that as an imposed deadline to resolve this then you all either have to make a decision or this ends and so it is a will of the

[00:53:07] board from our perspective I mean our intention has been all along as far as I understand obviously a lot of this started before I got here but certainly since I got here our intention has been to work with you to come to a resolution so that we can begin the bargaining process because we understood that to be intent of the board and so we certainly wouldn't object to seeing that conversation continue right and I just wanted to see if there were any legal reasons why that deadline needed to exist I think we can and I don't know if my colleagues want to weigh in on this at this point but my thinking had been that

[00:53:43] it can serve as an option if this goes to the board as an information item and there needs to be more time I think the process here is more is one of the most important things to be able to have full discussions with all of the stakeholders and if there's not a purpose behind having a deadline then if the continuation of the conversations needs to occur I just wanted it to remain an option to the full board to employ if that becomes necessary and I don't know if anyone else on the committee wants to make any comments or

[00:54:18] ask any questions on that particular point at this juncture mr. Beatty to which December 31st referring to in the original resolution that was passed correct and then my my next question was regarding the working conditions item limits that exists in in each of the options does that apply to every cat every and please correct me if I get the terminology wrong to every bargaining

[00:54:56] unit for example if you have right now we have classified personnel that are a a bargaining unit if i'm using the terms right or or one group i'll just use the term group if later there's a group of i'm sorry i mean licensed personnel today if later we have a group of classified personnel or just some other group does each group have that number of conditions or is that the total number regardless of numbers of groups that later become certified so my

[00:55:32] My understanding is the collective bargaining resolution is drafted in a flexible manner so that it could include other future bargaining units, but I'll defer to Ms. Smith if I have that incorrect. Thank you.

[00:55:48] Thank you. So, Ms. Reistra, I think the idea would be that each unit, once they have an exclusive bargaining representative, would have the ability to pick up to four topics. Let's say, for example, for an option three or something like that. It would not be you pick the four topics for every single exclusive bargaining representative that ever exist. So, yeah, I think it would be a per-unit basis.

[00:56:07] Female Speaker: So, future bargaining units would not be limited by the conversations that happened with the first bargaining unit? Female Speaker: Correct. Female Speaker: Okay. Thank you. And then I think you already answered my question earlier about there's no limit on the menu of topics from which the bargaining units can choose under options three and four, but there are under options one and two. Okay. And then I just want to ask a question about the expiration of authorization cards that was brought up

[00:56:42] during public comment could you please clarify for for the committee and the in the public cards that are authorizing collective bargaining my understanding is that they operate separately from what's happening here in this committee whether a unit becomes an additional unit becomes authorized operates separately from the work that we're doing is that right that's correct

[00:57:18] So the authorization cards would initially express interest in the process of collective bargaining. The authorization cards, for purposes of triggering the showing of interest process for an election, those would be two separate things. That's the general idea. With respect to the expiration of the authorization cards, 12 months is typically standard in the world of the National Labor Relations Board, and the private sector, frankly, elections move very quickly there anyway, so the 12 months is generally not really ever at issue.

[00:57:48] thing to think about is it's not that um you know there's a there's an issue of do i still believe in the the card that i signed a year ago it's more of turnover if there are people there who are you know if you signed a card two years ago and i left my school and now you know there's all these other teachers who may not be as interested in the authorization process in the the election process or being part of the union so i think that that is really what what drives the expiration the idea behind the expiration of authorization cards is there a difference in the number of months because it's i believe we had 18 months initially on how long the signatures were good so does the

[00:58:28] does the new language thereby shorten what we had originally is it changing it to 12 months no i just give 12 months as a typical example in the in the private sector world it's really up to the board as to what time they time frame they want to put on the authorization okay so does Does adopting the resolution in any way shorten what we've already agreed to, if it's the same 18 months in both?

[00:58:52] That's correct. So those cards can continue to operate separately, and a new bargaining unit can be authorized regardless of how long it takes or whether a CBR is signed? That's correct. Okay. And then regarding the LEA's access to employees, which has existed over time, that access, is that going to be limited or changed by the the work that we're doing now the

[00:59:27] agreement that we're working on now to defer to dr. Spence on that I think yeah so give me just one sec I just wanted to confirm I the version I was handed is different than the version that we should be

discussing so actually two things really I think if you look over at 226 is kind of the language that's

[01:00:06] talking about access and it's part of the rights of exclusive bargaining representatives so if you know the original resolution talked about holding individual or group meetings with or in an earlier version let me say that an earlier version talked about holding individual or group meetings with members of the bargaining unit and then put a group of expectations in there and as I read that those are fairly typical expectations if say an organization wants to use one of our buildings it's like a facilities use expectation my

[01:00:43] request during my review of this resolution was to remove individual from that line and have it only as group meetings so if if the bargaining unit wanted to have a group meeting as an outside organization coming in and they would use the facilities use policy 6310 but I wanted individual taken out of there because I think the issue you're really asking about is whether or not the unit would have access to individual members on an ongoing basis and what that would look like my sense is that either should be negotiated as a part of this bargaining process and you know access often is negotiated as I

[01:01:22] understand it as a part of a collective bargaining agreement and/or we could figure that out so one of the things I'm doing right now is I'm working through an MOA to allow for access to individual members by the LEA specifically based some conversations that i've had with them i've just gotten another version back today after our hr team had a chance to look at it and what i've shared with lea is i want to socialize that with a few principals first but my intention is to have them have access to individual members i just want to talk to our principals about what those parameters look like from their perspective and

[01:01:54] then i'll approach lea again once i have that information and feedback that would handle kind of individual access to individuals in the buildings which is something i understand existed prior to my getting here so i don't know if i answered your question but my my attempt to answer your question was i don't think this restricts access to individuals i think it's not actually discussed it does require group access to to be a part of the facilities use process thank you dr stentz i appreciate that and i think that and and i'm going to ask staff um probably

[01:02:29] the attorneys to correct me if i'm wrong here i think we're talking about you know access by the bargaining units not necessarily the same as access by the LEA these are two separate issues that we're talking about in the LEA may or may not be the bargaining unit but the LEA is always going to be rep like work to represent the interests of teachers as the LEA and and I want to make sure that we understand that there's a difference in those two roles and the and the kind of relationships that a bargaining unit may have which may or may not be the LEA

[01:03:02] later i think the concern is um around the historical access that lea has had uh in in its current role and i think that's what you're speaking to if i understand correctly i am it's separate really from this it's a separate moa that i'm working on based on a conversation that i have with lea leadership okay thank you i think i should pause and mr srakhan yes thank you madam chair i just wanted to ask a question about that i'm not totally clear i understand what the the differences between an individual meeting and a group meeting in this context?

[01:03:35] - Yeah, sorry, Mr. Chairman. Basically, historically, as I understand it, the LEA has had the opportunity to set up in a building and have individual members come and meet with representatives in

that building during the course of a work day, so long as it wasn't interfering with their work responsibilities.

[01:03:56] And there were some questions about that. Previous administration had looked at some policy around that and made a determination that they would fall under the organizations accessing our facilities policies, so they ended that access. I'm trying to work through that with my team and some principals and with the LEA to restore that access, just making sure we're all kind of comfortable.

[01:04:19] The difference between that and a group meeting is, a group meeting would be, we wanna have a big meeting in your auditorium or in your library with all of our membership present, and that, for example, would require custodial support. And so some of the things that we normally would require outside organization to to agree to take care of and so that's kind of those four bullets of the the agreement here the resolution here between 227 234 really are you'd find those in a facilities use form they're just typical that way you'd ask an organization to do make sure you're scheduling it with the principal because the principal might already be using the library make sure that you're

[01:04:58] willing to pay for custodial charges so this would be different than meeting with individual members with representatives from the LEA and or again if depending on what the bargaining unit who the bargaining unit is they may want to negotiate access as a part of the CBA and that would that would you know then kind of supersede whatever MOA was in place okay thank you that's that's helpful other questions mr. Beatty thank you chair looking at the school divisions we're comparing ourselves with the mentions Montgomery County is that Maryland or Virginia thank you mr. Beatty that is Virginia Virginia okay so that makes sense because they

[01:05:37] would follow the same law and then as I look through all of the impasse agreements at some point it seems like the school board still retains complete authority over any decision at the end of the day and no matter what either party wants to do the school board could just say no thank you correct in terms of all the other school divisions are just well I mean are specifically but it looks at the other ones that are still under this non-binding mediation where you could sit through a bunch of discussions and you could come try to find some resolution to an impasse but in the day

[01:06:14] the school board any of these school boards can still do what they want to do is that not correct that that's my understanding i'll defer to miss smith that is correct there is case law in the fourth circuit stating that a school board a school division can't engage in binding arbitration and so this is sort of the workaround that that school divisions have taken to sort of address that by engaging in non-binding mediation or non-binding fact finding and ultimately the result is it has to be the same under applicable case law that we just can't have binding arbitration you're correct

[01:06:47] thank you mr sorokan thank you madam chair so with regards to a couple of the school divisions and the uh negotiated or no scope of items negotiated in the the first cba am i just want to make sure i'm reading some of these correctly so for falls church city it's wages benefits and working conditions but they have a very specific definition of working conditions that essentially limits it to four rather narrow topics am i am i reading am i reading that right that that's just how they define working conditions that is correct okay and then with for

[01:07:26] Montgomery County and Charlottesville County for those it's each party may select up to two topics so for a total of four topics but they include wages and hours as part of those so they don't most of the other school divisions kind of separate wages and benefits out whereas these two seem to not where it

say like, well, you can pick wages and benefits if you want to, but if you want to do working conditions, you basically have to not choose wages and benefits. Am I reading those right?

[01:08:00] Yes, that's my understanding as well. Okay, thank you. Are there any other questions on either the, or on any of the slides or any of the presentations or from the resolution overall? Okay, so turning it back over to staff to see what you need from us next.

[01:08:31] Thank you, Ms. Reeser. As I understand it, the next steps would really be up to the in terms of you know next steps we do have a tentative placeholder at the for the full board just because we knew that the December 31st deadline was there and so that is there but we'd be looking for direction from this committee in terms of next steps so in order for us to send this item to the board for tomorrow for

[01:09:02] tomorrow night could you walk us through what you need us to decide please yes yes ma'am so I think the helpful decision points right out of the gates would be giving us some guidance on the options and one of the decisions could be you want the full board to have that discussion another decision could be that this committee wants to give us some clear direction on which of the options regarding the impasse language in particular in the working conditions language that you would like us to include in the draft resolution that

[01:09:39] goes forward to the board and any changes to any of those options that you would like us to consider so I'm sorry you did ask about the the December deadline that's not in this resolution but at least it's probably something if you want us to include consideration of that in any motion for information that goes forward then we'd want to know that as well yes I think that the resolution that sent this item to committee would need to be included tomorrow evening as part of the information items so that it could

[01:10:16] remain an option for the board I don't know if the committee wants to consider a recommendation on that or not but I think just so that we have all the documents at board Docs and everything is available to us as we take it up as a full board let's please include that when it comes to the full board for info and again for action so that it remains an option I'm speaking for myself individually I'm sure that a future school board could look back and say we would have included many different things than our board decides they could

[01:10:51] also look at what we send to them and say they included too many things I think the power of hindsight is always 20/20 so I'm sure that we can't prevent that from happening and that shouldn't be the reason for making any of our decisions anyways but if the board continues to work on this and feels like the product is not finished I think we should have the option to remove the self-imposed deadline does the committee wish to make a motion with a recommendation or just

[01:11:25] to leave that as an option for the board to take up if it becomes necessary mr. Beatty thank you I'm okay with moving that as an option if we're talking about documentation I think it would be prudent to include the LEA resolution that was sent to us just for comparison for people to see because we did have access to that at some point during this process so just as a way to compare to contrast the different resolutions yeah I don't have any objection to to that being included as well but I would defer to the board chair who has to make

[01:12:01] the decisions about what is including the agenda item for tomorrow I think it's I think the original LEA proposal I mean it's already a matter of public record because I believe it was in for it is still in board docs from whatever LMP meeting that was but I don't have any objections to it being included in

the um uh artifacts and board docs for it as an information item as well okay so if staff could please do that for tomorrow evening um and then i think the the next order of decisions uh comes

[01:12:35] around i think deciding whether i suppose i have to defer to the board chair again somewhat to understand how you plan to have the item go tomorrow evening would you like us to do what committees traditionally do which is to make some decisions and make a recommendation to the board which the board can take or leave and they certainly the full board has access to every iteration of what we've done so any of it can be undone or redone or did you want to send it to the board with the options and for the discussion to take place tomorrow night my

[01:13:15] interpretation of the resolution that the board passed in March March March ish was that the the LMP committee we refer this to the LMP committee to for the LMP committee to provide a recommended resolution back so I think we should my personal opinion I think we should do that if we can if there are items for which we are at an impasse then I think we could potentially send the board various different options and allow them to choose but to the extent we can provide a recommendation I believe that was the the board's intent

[01:13:48] in the resolution that was passed I have found during this process that it would be my recommendation that during the working I guess the workshop the work session tomorrow evening when this is a information item that there I found it helpful during our first meeting to be able to talk with our employees and our staff at the same time about the resolution that the employees presented and I I would be supportive of having a work session that included other people

[01:14:25] around the table I have felt that way from the beginning and so from the options that exist here I could only support options three and four which allow a conversation that includes everyone so if we're going to make a recommendation on working conditions I would be open to discussion with the committee on options three and four I would not support options one and two between the two options that I've narrowed it down to in terms of what I I feel I could support their benefits and their pluses and minuses to each I

[01:15:01] think option number three leaves open who can be at the table which can be a good thing it's open-ended but it also doesn't guarantee that there are the same number of representatives from the exclusive bargaining unit or the exclusive bargaining representatives may not be equivalent in the number to school board members also I think that including the school board and all of the school board presents its own unique challenges in terms of quorum staff

[01:15:35] needed space needed and the option that does not require the entire school board and just has two members and then some administrators also has the benefit of having administrators in the group the meetings could still be in the board room or in any space that option three would meet in, but they would not require quorum.

[01:16:02] So those are the differences I see between the two options. Again, I think it's somewhat subjective. Which of those positives outweigh which of those negatives and would welcome any input from my colleagues. Mr. Srotkin. Thank you, Madam Chair.

[01:16:17] So I think we had, with regards to option three, well, and four, but primarily option three, we had some discussion when this was an information item last time about when it's saying agreed to by the exclusive representative and the board what does that really mean and does that mean that it's necessarily

all nine board members sitting around the table or whether it would in my mind more likely be a designee of the board or designees of the board.

[01:16:40] So I'm not sure I got that clarity in what was presented today but I would ask if there's a way that that typically works where it would be designated out or whether really it would be the entire school board sitting around trying to make that sausage.

[01:16:55] I think that's a good question I think just from a practical perspective it would work easier from a space consideration and from having you know everybody there just to have designees of the school board so representatives of the board representatives of the exclusive bargaining organization as opposed to having the entire board so I think if that's what option number three envisions we probably need some additional language before the word board because this is the board it probably should say designees of the

[01:17:28] board so if that is the option that we're going with I would suggest that we add that language and I would be supportive of that and I just point out again as I did in the questions I was asking earlier that both option 3 and option 4 allow for the negotiated topics to be part of the discussions which is I think the best way to do this I think as board members we don't know what information we're missing and having that crucial input from from

[01:18:04] both the administrators and representatives of the exclusive bargaining unit representative would be helpful Mr. Beatty thank you chair so I can appreciate the decision for option three because obviously you want people to be involved and to hear their feedback and stuff I think the problem with option three though is it's so open-ended and as we see here there's very clearly specific things that the school board has final say of and again with the whole impasse thing the school board has final say over all this so I think the benefit of something like option one is that you very explicitly state what's going to be bargained on and you don't

[01:18:42] open it open it up to some kind of open-ended discussion where at the end of the day the school board is just going to say no we actually can't bargain with that so it almost seems like it's a charade and sort of sense of we're going to allow you to speak your mind but you're not going to actually get any progress on that and I think if I as I listen to people's comments throughout this whole process that seems to be what the issue is it's the fact that they don't feel like they're being heard that they bring um concerns that aren't getting followed and really from what I've seen it's you know it's a lot about planning time and you know that's listed right in here right now and I just think that that would give uh sort of more amicability

[01:19:21] as you came into this because if you go into a situation where you think you're going to get specific things and the school board says at some point that that's just not possible for whatever reason um it's going to have hurt feelings and then you're still in this sort of downward spiral where as one of our public comment was talking about like people just can't handle it anymore and they're just going to leave the school system so I think being up front about what's available on the bargaining is a smarter and friendlier option if you've got sort of two sides going together so I can't support option three and I may consider option one as sort of a least worst

[01:19:54] option of these. Mr. Strachan. Thank you Madam Chair so I agree with you in theory I'm just not convinced that this is the right list. So that's that's my problem with it right now is I are are these the nine topics that we would want to be in the menu to choose from be like maybe maybe not.

[01:20:16] I know it's based on staff recommendations or what was what was implemented in other school divisions. But I don't know that I could definitively say right now. Well those are those are the nine topics that I want. So that's my that's what that's why I can't support option one even though I'd I think that's what I came in with or what I thought might have been the best option a few months ago, that's -- I can't support it now because I'm not sure that that's the right list to choose from or the right list to limit ourselves to.

[01:20:44] Female Speaker: Well, and I think that comes full circle to the fact that I think if we have the employees at the table with us, they can help us to find a list that would meet their needs and then we wouldn't have to guess at what would impact their morale.

[01:21:01] So I think probably the way we should proceed at this point is just to take an informal, like a consensus vote on each of the options or maybe for each of us to just speak to which options we -- the top two options like in order of if there are two that you would support.

[01:21:26] And I'll be happy to go first. I would support -- I would vote for option number three as my first choice and option number four as my second choice. Mr. Strachan. would do the same with the caveat that the the language would be inserted to read you know the board or their designee or something to that effect for option for three for option three yes mr. Beatty thank you I think I could only support option one at this moment so I can we make the language changes to option number three that is the majority committee members support option number

[01:22:05] three is the choice to send to the board as our recommendation if we recommend the entire resolution once we're done answering the questions on impasse thank you did you want to take us to the next decision point yes the next decision point that staff would value recommendation on and direction on

[01:22:45] is impasse resolution procedure which is item number eight board members any question or discussion around item number eight impasse it's actually section 9 line 665 mr. Sorokin thank you madam chair I don't have any questions

[01:23:20] per se but what I what I would recommend or suggest is that the it's not up anymore but the the I would recommend that we if we're taking straw votes we do it on each of the discrete decision points rather than just option one or option two because I think there might be some in both buckets that we might want to choose from I think that's why we asked for them to be separated out in the first place so it's I'm talking about the ones that are on slide 13 from the presentation yeah I think in the resolution they are still aggregated

[01:23:57] under option one and option two so I think yes I think the point is a good one mr. Strachan I think if you can give us some direction on each of the points across the board there then we can change the language and create a singular option that would incorporate those that may be helpful as an approach I think it's on slide 13 of 13 to 15 it says impasse options on the left

[01:24:32] with the Navy background so the first decision point is triggering of impasse so I would invite comments from the committee on the two options for triggering of impasse mr. Sorokin I have no strong feelings about this

[01:25:10] decision point so I would invite miss Smith if you want to explain the difference um please yes happy to have you to speak to that so the trigger of impasse we've got an automatic date which is you know if the if the negotiations proceed past September 15th and you don't have an agreement in place then you

would automatically be sent to the mediation process the other one would be you know more of a either side can declare and sort of force the parties into the mediation process there's really pros and cons to each it

[01:25:49] really can be largely driven by your budgetary process sort of you know wages and benefits are often the most controversial items because they're the most important items to both sides and I think that you know the impasse procedures really will be impacted as to when do you need to have those done in order to be to consider wages and benefits and to make sure that they're included in the budget so is that why September 15th was a date that was chosen just based on when we typically develop our budget and start doing budget presentations to the board or so I'll speak to that in general the what we've

[01:26:27] seen in Virginia collective bargaining is that everybody has these fall deadlines because the budgetary process starts sort of at the calendar at the beginning of the next calendar year but that's not hard and fast and it's really up to your process so any thoughts on the date from staff or any additional comments dr. Spence so I think it's a little bit about I think it's 9:15 we haven't really engaged in the budget process but we will be engaged in the budget process by late fall and difficult to engage in that if the mediation process has not occurred so in that case would an option to where you

[01:27:05] have the option to request and pass allow the most flexibility so I think unless I'm mistaken about that that I'm gonna recommend that we go with the option that allows the most flexibility since there doesn't seem to be a specific reason why September 15 would be a good day to have it up and happen automatically can I get out there a thumbs up or a thumbs down or do we need a minute longer it looks like you're both reading so I don't want to rush

[01:27:42] you currently under the current draft resolution September 15th is included in both processes, so really it's sort of September 15th is the trigger deadline, if that needs to be changed, certainly I think that could be changed, but the idea would be whether you're forced into the mediation process automatically or whether each party can say, hey, I think it's time for us to mediate.

[01:28:07] Mr. Strachan. Mr. Thank you, Madam Chair. I think based on that explanation and based on the fact that you can't -- in either option could you have an impasse declared before September 15th, I think I would agree that Triggering an impasse upon request of either party gives more flexibility that way if if the two parties are like look We're pretty close. We just need another day or two to work this out Then we don't automatically declare an impasse when we don't have to so After hearing more I think I would be in support of that option. Mr. Beatty. Are you getting rid of the 9:15?

[01:28:46] Correct. No, then that no the 9:15 the 9:15 is either way it's the first option would be if you get to 9:15 and there's no agreement it automatically triggers an impasse proceedings whereas in the other option once you get past 9:15 then either party can request an impasse but it's not automatic but in no in neither option could an impasse occur before September 15th so we'll move on to impasse procedures and the options here are a

[01:29:24] labor relations neutral with non-binding adjudication or non-binding mediation and if staff has any comments on on this item would be welcome to hear those sure I just chat a little bit about what the what the options are here so really it can be an either/or or it can be both so a lot of school boards have chosen non-binding mediation and then if that doesn't work out then you go

[01:30:01] through the LRN adjudication and I think there was a comment earlier sort of about the ultimate result is going to be the same so it's up to the board really how you want to see this resolved I think mediation can be very effective and would avoid the costs associated with the LRN adjudication so that's something to think about particularly if you have a very effective mediator that can really work very well for both sides and I I guess for the, for people who are not familiar with either process, could you talk about how

[01:30:37] it looks different, what mediation looks like versus what an adjudication looks like? Absolutely. So mediation would be the parties would mutually agree upon a person who would serve as a neutral mediator. That person would ideally meet with the parties face-to-face, sort of explain, laid the rules the rules of the road sort of mediators can't be called as a witness or be involved in any kind of later litigation or anything like that. At that point, the mediator typically splits the parties into two rooms and then engages in what's typically called shuttle diplomacy. They sort of go back

[01:31:12] and forth between both sides and help both sides meet, you know, sort of come to an agreement. Fact finding is a little bit different. It's more like a hearing or more like a trial. It's a lot less cumbersome than a trial is and the rules are far more relaxed than a court proceeding would be.

[01:31:31] The LRN or another person would serve as the fact finder. They would hear both sides, both sides would put on essentially sort of a presentation as to why their proposal is preferred. The fact finder then makes recommendations that are typically written and what happens with those recommendations is up to what's in the resolution.

[01:31:54] Thank you. from the committee? Mr. Beatty. Thank you chair. I don't think I'd support a labor relations adjudication at this point again because none of it's going to be binding so if you if you really can't come to agreement through mediation I don't see why having some other non-binding agreement is gonna make it any better. Mr. Sorokin. Thank you madam chair I think I would agree with that. I feel like collegial might not be the best term but I think as I think mediation with a trained mediator in trying to collaboratively work out the issues if

[01:32:33] we get to an impasse seems like the best option I'm also concerned about if we have the LRN step after mediation does it disincentivize an agreement during mediation if they know that if either party knows that there's a step after that I don't know I'd be curious if perspectives on that if you if that's a reasonable fear or not but that's that's something that I've had in my mind on well if it's not the last step we're not gonna we may not get to

[01:33:06] agreement at this step because one party wants to take it further yes that happens a lot so i think it can happen on both sides right the union can just say well i don't want that to happen let's just take it to impasse or the same for the the employer as well um and it's sort of because you know that the the fact finding is there or the arbitration or whatever um speaking in terms of these resolutions and ordinances generally that it can result in some brinkmanship basically it's sort of you know okay well we're going to take it all the way to the edge and then right at the cusp of fact finding people find a lot of ground to resolve things so in that sense

[01:33:43] having the fact finding out there as an option can also encourage parties to come to an agreement if you have the mediation and the fact finding but you're right that it sort of does the opposite effect as well that it may encourage parties not to come to an agreement because they know they have an option afterwards okay so i think that there's at least a majority consensus on that so we can use the

provision for non-binding mediation and move on to consequences of impasse beyond mediation so there are three options presented in

[01:34:21] the slide school board retains the exclusive authority to determine contents of the CBA which is basically where we are now the continued implementation of the terms of any prior CBA meaning whatever is agreed to would stay in place while the mediation occurs, or the CBA would expire one year later than it was set to expire?

[01:34:45] And I think that's the one that I have the least understanding around. Is that basically the same as option two, except for really only for a year? So it's not forever, so is that a compromise position between the first two?

[01:35:02] That's correct. kind of designed to incentivize the parties to come to a subsequent agreement so it's not truly evergreen but it's a modified evergreen okay thank you that's great any questions or comments from the committee members mr. Beatty thank you chair I'm in favor of the first bullet point just because it's again it's honest because at the end of the day the school board does retain exclusive authority and we should at least be upfront about that and rather than trying to have the charade if we there was something I think also having an expiration puts an incentive in place for people to come together again in the same way that there's no brinksmanship

[01:35:39] where if if there is a an impasse and no one can agree to something to have a continuing CBA just kind of keeps it on a status quo and I think if this idea is that people come together having an expiration date at some point will be that incentive for both sides to figure something out Mr. Sorokin.

[01:36:01] Thank you Madam Chair. So I don't if there's a existing CBA in place the School board can't because we talked before about well at the end of the day if if we're in an impasse and negotiations break down the school board can just you know do whatever it wants but if there's an existing CBA in place the school board can't just discard that at least before it's set to expire or under the terms of the collective bargaining resolution is that do I have that correct yes okay thank you so I don't I don't see it as a charade where

[01:36:38] the school to say that there's an option where the school board doesn't retain its exclusive of authority because in the situation where there is a CBA in place that the school board can't just discard that. I would not be in favor of just continuing on the implementation of the terms of the prior CBA indefinitely because I think that can get into a situation where one either party who is unhappy with the CBA just can't get out of it because the other side will just never agree.

[01:37:08] I would be in favor of I would support either of the other two options, I think perhaps the expiration one year, delaying expiration for a year is a reasonable compromise to allow additional time to negotiate, but the only one I definitely wouldn't support is the indefinite continued implementation.

[01:37:29] - Well, I think that makes the Venn diagram pretty easy because I could not support option number one, and since you cannot support option number two, I think the only area of consensus between two of us option number three which is the compromised position so with that I think we still need to make the changes to line 226 and I don't know if there are other items that you need us to make a decision on within this document

[01:38:03] before we go back to recommendations for the board thank you miss Rieser we did clarify or correct lines 226 and 574 and reposted that which should have been posted today for today's meeting and

just for clarity then under section 9 option 1 as it reads would stand with the revision to after the if a impasse

[01:38:39] persists then we would go with the modified evergreen clause is that correct I'm not sure that I can confirm the first part of what you said because I was just keeping track of the individual items on the slide. I don't know if that corresponds exactly with option number one.

[01:38:55] Male Speaker: Right. So in option one, it's the second, the triggering of impasse upon request of either party. Is that correct? Female Speaker: What is option? Female Speaker: Triggering of impasse upon request of either party, nonbinding mediation, and expiration of the existing CBA one year from the date the CBA was scheduled to expire.

[01:39:17] Male Speaker: Correct. Female Speaker: Yes. And additionally, for clarification, we modified working conditions option three to allow for designees of the board to clarify that.

[01:39:34] Yes. And we struck the paragraph about the 50 percent requirement for the bargaining unit to participate previously as is reflected in board docs.

[01:39:52] Are there any other items you needed to take up, Dr. Spence? Yes. And I'm sorry to do this, but I think I need some clarification around another issue and that's the the 12 months online 391 392 I just want to make sure that you all are making a fully informed decision and I don't know that I fully understood the answer so this is about the the cards being accepted as evidence once an employee is seeking to become certified as the exclusive bargaining representative based on this resolution itself that those have to be within the last 12

[01:40:31] months so it was it was our council's opinion that those are not the same cards as the cards which the board already received which triggered the drafting of this resolution and I just want to make sure that you all are operating from the same perspective before you correct and it's also my understanding that these are not the same cards that may be currently circulated for a different bargaining unit these are for who becomes the exclusive bargaining representative not whether collective bargaining is triggered that's correct

[01:41:08] i think the and the question was asked so do those other cards which exist um could they well maybe i'm maybe i shouldn't be asking questions for other people but i'm kind of curious could they be used as uh cards should this resolution pass but then not so if they were older than 12 months yes so i think they could are they two different things yes they're they serve two different functions could they be the same card absolutely it's up to the it's up to the whoever is the petitioning organization so if it's teamsters or if it's lea if they have one card that they may

[01:41:47] use for two different purposes and that i think that would be fine it ultimately would be up to the labor relations neutral neutral who is conducting the election to determine whether the showing of interest is met and whether those cards meet that showing of interest so it wouldn't be up to the it wouldn't be up to the staff it wouldn't be up to the board it's up to that neutral to determine that but in order for those cards to fulfill that requirement they would have to meet these these so i think that's

[01:42:13] Ms. Chairman that's the reason I'm asking that question is then in that scenario if the LRN was going to be certifying this and needing to see if those cards worked and you've heard from some of your employees who've talked about those cards do you want to do you want to direct us to have a little more

flexibility with that date so that an LRN could make that determination because as it stands we may not be able to.

[01:42:36] Yes, I think if what you're telling me is that the labor relations neutral has the ability to take a totality of circumstances into consideration rather than a fixed 12-month date, and that we need to make a language change for that to happen, then yes, absolutely, we should give them the discretion that they need.

[01:43:02] I know we don't typically engage with the LEA, but I feel like Sandy has a question, And I have to admit, at this point, I'm a little bit confused, and her question may be helpful to me. So I'm going to go ahead and recognize Ms. Sullivan. I will say it's not a question, but I wanted to make a statement.

[01:43:22] One is that the cards that the employees signed were for dual purposes. Yes, I want LEA to be the bargaining representative, and yes, this card should be used for triggering an election. So that was what the cards were signed. That's very helpful to know since we haven't seen the card.

[01:43:37] So I do appreciate your offering that. one other piece i just want to offer is if there is a plan to let the to have the next board vote on this our authorization cards cannot expire or we are starting from the beginning and what was decided on was 180 days was the deadline for the cards so if it's moved to the next board then we are starting all over again thank you and i did remember i think we were speaking earlier i mentioned 18 months because it's been it's been a while since we looked at that issue but i did remember

[01:44:10] 18 months sorry that's six months so I remember at the 18 so I think the lingering question for administration would be this is where we're needing some direction with this clarity of conversation is so one concern I have would be I mean first of all I want to I want to acknowledge that that concern right and I want to you know have to have the board kind of tackle it I think it should be tackled before we bring a resolution forward and my my lingering concern to though would be with other organizations that want to serve as a

[01:44:49] bargaining unit be unfairly constrained here because they weren't given the same opportunity prior to the board you know coming forward with a resolution saying we're going to engage in bargaining and so I think you guys have to give us some direction well I think that's a legal question that the lawyers have to weigh in on whether there's some liability being created around that issue and I also think the other committee members need to to weigh in I've given you my feedback but I'm I'm only one member on the committee so I'll invite the board members to raise their hands if they want to weigh in at this point if not

[01:45:27] then I'll ask the attorneys to weigh in yes please so I think this is really this is a board call there's no liability in terms of you know a risk of litigation or something like that I do think that from a fairness perspective it if there are other interested exclusive bargaining representatives out there that they certainly from a practical perspective should be given the same opportunity to pursue representation of a particular bargaining unit but again it's up to the board as to what you know if they want to

[01:46:03] put a time frame on the if they want to stay with the 12 months that's currently in there or change that or you know it's really up to you all so this um at line 2 392 it reads its election request can you help us understand how that is defined so i think that that would be um the petition that is filed by whoever the employee organization is so you know the the day you file the petition

[01:46:38] with um the lrn or you you initiate the procedure to start the election that would be you know the period that the election to become the exclusive bargaining unit so the foregoing items will be accepted as evidence of the employees wish only signed within the 12 months prior to the date so if if something was submitted in January of 2024 if that petition was submitted in January 2024 the cards

[01:47:12] would have needed to be signed within the 2023 calendar year correct and under the current language that is okay and if that 12 months has changed to 24 months it still only goes back in time it doesn't right so anybody else who is competing for the same election would only have from january forward whereas anyone who's been collecting all along would

[01:47:47] have the time up to january as well i think it's you know yeah it's it's that trigger point is when you file that petition for an election is there anything stopping other entities from collecting signature cards now or for the past year that we've been discussing this not so in terms of fairness they had the same opportunity okay so I would support changing the the 12 months to a number other than 12 months but I'd like to hear from the other committee members mr. Beatty question for council so if the LEA has already submitted cards that are they say

[01:48:21] a dual purpose, and this resolution's passed, and we keep the section, what was 11 on page 484, I'm sorry, line 484, we strike that, would that mean that as soon as this is passed they become the de facto bargaining unit?

[01:48:38] They would have to go through the election process. So then what's the point of, what is this dual purpose card then? They still have to go through that process. I would have to defer to the, I don't know what's on the LEA's cards, but, so I can't answer that, but my guess. So if they still have to go through an election process, then it's moot as to when these cards came forward, correct?

[01:48:57] I'm sorry. No, it's fine. Isn't it moot, though? Because if the cards were to trigger the original resolution, which is now leading to this resolution, they still have to go through an election regardless. So whatever's on those cards shouldn't matter because they still have to resubmit them, correct?

[01:49:13] They would have to resubmit them, but I think to Ms. Sullivan's point is that they were signed for two reasons. It's sort of, you know, to trigger the initial resolution and also to indicate interest in having the LEA as the certified exclusive bargaining representative.

[01:49:30] And I apologize to Ms. Sullivan if that's not correct. Mr. Sorotkin. Thank you, Madam Chair. So the issue, as I understand it, is that if the cards just said, I certify that I'm in support of collective bargaining, then they couldn't be used for the showing of interest for an election regardless.

[01:49:49] But if they do say something like, I want, you know, I support collective bargaining and I want the LEA to be the exclusive bargaining representative or I want the Teamsters to be the exclusive bargaining representative or whatever it says, then it could be used for this 30% threshold for the showing of interest in an election?

[01:50:13] That's correct. Okay. I'm -- given how long it's taken the board to get to this point over the last few years, I'd be consistent with my position from the last time I voted to extend it in allowing the -- if they say -- if they say that in the opinion of the LRN or whoever is looking at it, I'm fine with extending it so the same cards could be used.

[01:50:34] Female Speaker: So what language do you recommend in order to effectuate that? And Dr. Spence, you for pointing that out because I think we didn't have a full understanding before you brought that to light again the timeline is really up to you all you could do 24 months you can do you know whatever you see fit mr.

[01:51:02] Sorokin do you have a recommendation I think I mean it's not like the what's in the what's on the cards is going to change over time so I think 20 for this purpose I think 24 months is fine I'd support the 12 months thank you so we'll make that change as well please and we can't we don't have anything else with any direction I think we can get you a draft resolution based on that okay so I

[01:51:40] think that we we need a motion with regard to our recommendation for the school board and then it's then from there it's up to the board chair how the matter is brought to the work session and the procedures that take place mr.

[01:52:10] thank you madam chair so I think the draft motion in board docs is not correct so I'm gonna fly fly by the seat of my pants with something but if I if I need to modify it legally just let me know so I will move that the draft resolution on collective bargaining as amended tonight be brought as a recommendation before the school full school board for adoption all those in favor raise your hand and say aye all those opposed that motion will pass to

[01:52:46] one with mr. Beatty opposed just based on your ask right before that motion I assume that you mean bring that forward during the work session and not for action or information correct yes my intent my intention is that it would be an information item tomorrow night I'm not not an action item just want to make sure that's on the right yes and I think that the board should the committee should consider whether we need to make a recommendation on the removal or whether we just want to present that as a reminder to the board at the at the

[01:53:26] work session does anyone see a need for that to be a recommendation so we can just discuss that tomorrow night with the board okay and we're gonna wait on the draft the approval of draft minutes until you can go back and listen to the tape so that'll bring us to item number five which is new business is there any new business. Well, we are adjourned. Thank you.



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