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Loudoun County School Board, Joint Committee on Collective Bargaining, Monday, April 15, 2024

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Place Loudoun County Public Schools / School Board meeting (see BoardDocs / LCPS-TV)
Length 3h 47m (video)

- Official meeting video (Vimeo / LCPS-TV): <https://player.vimeo.com/video/935330876?rel=0>
- BoardDocs (School Board): <https://go.boarddocs.com/vsba/loudoun/Board.nsf/Public>

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[00:00:00] Good morning, everyone. I apologize for being late. Thank you for your patience. Thank you all for being here this morning to have our first substantive meeting of the Joint Committee on Collective Bargaining. Just as a reminder, this meeting is being audio recorded, but not video recorded and not live streamed.

[00:00:21] The recording will be available later for anyone to access and listen to and review. So everyone is here. Fantastic. Nice to see you all. We have a we have a space on the agenda for minutes. If you have received the minutes from last time. Excuse me from our last meeting. We're not going to take. Excuse me. We're not going to take an official vote on approving or not approving the minutes.

[00:00:56] But I would ask that everyone, if you have not already had a chance to look through the, we don't have the draft minutes. Ah, I apologize. So they should be on board docs.

[00:01:13] And if I could ask everyone to, if you have not had a chance to look at those minutes, if you could take a couple of moments now to read through them and just let us know if you have any concerns about them or feel that anything needs to be added or changed.

[00:01:34] Like I said, we won't take an official vote, but we can discuss if there are any concerns about the accuracy and completeness.

[00:02:45] I don't want to rush anyone,

[00:04:16] So if anyone needs a little bit more time to go through the draft, happy to provide that. If not, does anyone have any concerns or anything to add or correct?

[00:04:33] I see no concerns, so yay, good start. So okay, so that's item number two. So the minutes, these proposed minutes will appear on board docs as the minutes from the first meeting going forward.

[00:04:56] And minutes from our current meeting will also be prepared and we will have a chance to review them before they go public or in conjunction with them going public. We will have a chance to review them and they will be publicly available going forward.

[00:05:13] So as we discussed last time, the purpose of our committee is with regard to the resolution that the previous school board approved to consider establishing collective bargaining between the school board and school board employees, which was voted on at the March 28, 2023 meeting, directing what was then the Legislative and Policy Committee to draft a proposed collective bargaining resolution for the school board to vote on.

[00:05:43] As you all know, the committee did put out a proposed draft resolution for consideration. LEA sent a letter to the board identifying some areas of concern.

[00:06:00] There were other public feedback and comment was also received. And the school board voted to return that draft resolution to the committee. for further consideration and with the encouragement to establish a joint committee to resolve the issues, which is what we are.

[00:06:25] So as you recall from our first meeting, the Legislative Audit and Policy Committee appointed each of us to this joint committee to consider the eight items raised by LEA in their December 7, 2023 letter to the school board, which I believe we all have a hard copy in front of us.

[00:06:50] And that is the scope of our discussion. We will work through what we can today. And then we already have, as you know, a second meeting scheduled. And I did forget to, I did not get around to emailing the committee, but I have been informed of some additional dates that the mediator would be available in May and June.

[00:07:11] So I can share those with you all. And if we have the need to meet with the mediator, we have some options to do that. So I did, in putting together the agenda, I changed the order of one item from the list, the way that it is set out in Ellie's letter, to move the election threshold question for us to consider as the second item in our discussion items.

[00:07:45] I thought it made sense to discuss that more closely in time with the question of the expiration dates. The other items here are in the same order as they appear on the LEA letter. Certainly if we want to address items out of order, we can decide together to do that if that's our preference.

[00:08:06] So that being said, unless there are no objections, let's start with item 3.01, removing the expiration date, if everyone's agreeable.

[00:08:26] So in the LEA's letter, they identified Section 7A, Clause 1, which is on page 14 of the draft resolution which i believe we also have hard copies for people to to look to so on page 14 lines 349 to 361 section 7a clause 1 lea proposed striking the last line of clause which states a

[00:09:03] 24-month expiration date my lines don't correspond i just noticed that also Page 10, Dr. Chaudhry, thank you.

[00:09:18] Yes, Section 7A, Clause 1, which appears on page 10 of the printed version of the draft resolution at lines 349 to 361.

[00:09:38] So the original draft proposed stating that there would be a 24-month requirement on submitting the evidence documenting interest in collective bargaining and identifying representation.

[00:10:06] So LEA proposed to remove the last line with the 24-month expiration date. Ms. Sullivan, would you like to speak to LEA's position? Ms. Certainly. As you all know, going through the process of working to gain collective bargaining has been a very long one.

[00:10:28] In simply removing the expiration date, it allows the people who have already said, yes, I want LEA to be able to bargain for me. This allows those people for those signatures to still stand.

[00:10:43] It does not preclude anyone who has left LCPS. They would not be counted when cards would need to be counted. So this is not giving any extra, because as when we certified our licensed cards, they were checked to make sure only those people that were counted to trigger this resolution were only people who were currently LCPS employees.

[00:11:08] Someone who signed a card and had left the school system for any reason was not counted in that, and they didn't go to our numbers to meet our goal to trigger the resolution. So this just allows people who, however long ago it was that said, yes, I want LEA to be my bargaining agent, that this will allow those signatures to still stand.

[00:11:29] And if I could ask you a couple of questions following up on that, if, for example, there were hypothetically employees who are still within LCPS, but for whatever reason left LEA as an organization, or if they remained with LEA, decided, I changed my mind, I don't like this idea of collective bargaining, or I don't want LEA to be my voice for this process, what would happen with employees who might fall into those categories?

[00:11:59] All those employees would have to do is contact us, and they are removed from our account, from our records of having signed a card. Okay. Do you have any, have you investigated or would you have a method to check if any of the employees who did previously sign cards are still within LCPS employee but no longer members of LEA?

[00:12:21] I believe that could occur. I don't have a plan in place for that, but I do think a plan could be in place. But signing the card, you didn't have to be a member to sign the card anyway. So signing the card was for any employee who was interested, whether they were a member or not, or whether they were a member and chose to no longer continue to be a member.

[00:12:41] Okay. And, yes, Mr. Hanson, please. And remember, this is just the card stage. If they've changed their minds, they can always vote no later, right? So we've got another step in this process to accommodate those LCPS employees who have decided since signing a card that they no longer want collective bargaining.

[00:13:03] And by that, Mr. Hanson, I gather you were referring to the stage at which the employees who fall into group of collective bargaining, the certified class of collective bargaining employees, would vote on who their union representation would be.

[00:13:24] Is that correct? Thank you. And if I could ask one more question, Ms. Sullivan, I feel that I have heard some conflicting information about the content of the actual cards and whether it changed over time from when you first started gathering signatures and up to now.

[00:13:47] So could you please address that? Sure. The wording and the cards never changed throughout the process. The language on the cards was that they served a dual purpose. One, that yes, I would like LEA to be my bargaining agent, and that would be used for certification, like which we did for the licensed employees.

[00:14:08] The next step would be that this could be used towards an election, that we are ready to move forward with that. Thank you. And you don't have a card with you, do you, a blank? I don't believe I do.

[00:14:24] I wonder if our, I'm not sure if our VEA attorney has one, but I don't believe I put one in mine. I was just curious if it's, is there language saying this is the first purpose, this is the second purpose, and then a signature, or if there are signature lines, if there's more than one signature line, or where they appear compared to the writing on the paper?

[00:14:47] There is only one signature, and all of that information that I just shared about the purpose of the cards is towards the bottom. The top is filling in the fields of the important contact information and such. Below is what this card is for, and below that is the signature area.

[00:15:02] And that was the format for all of the cards that Elliott collected? Yes, ma'am, whether it was electronic or hard copy. Thank you. Ms. Boland, I believe you make a comment. So I just wanted to clarify because I want to make sure that I understand because the way that Mr. Hansen, that's correct, right?

[00:15:23] Mr. Hansen stated was that if an individual signed the card, they would then have another opportunity at the election stage to select. But my understanding is that the way that LEA would like to use the cards, they wouldn't have a second opportunity because the signature of that card would have served a dual purpose.

[00:15:46] It would have elected collective bargaining and it would have selected LEA as their collective bargaining representative. That's how I'm understanding it. I probably worded that poorly. But so, nonetheless, that allows that, yes, this is triggering for an election as well.

[00:16:04] So, first was triggering for a development of a resolution, which is why we are at this point. The second part is triggering for an election. It doesn't cast a vote for an election. It says, yes, there should be an election that I would choose, individuals would choose to be a member.

[00:16:23] So, it doesn't count for an election. An election would be separate from this process that would be determined in this resolution. and each individual LCPS employee who could be a potential part of the bargaining would have to vote, choose to vote or not to, choose to vote yes or no for LEA to be the bargaining unit or choose not to participate in the election.

[00:16:46] If I could ask my, the way that I believe that I have come to understand LEA's position is the cards were for two purposes. One, the first, as you said, was to support just the notion of collective bargaining negotiations with LCPS.

[00:17:06] And then the second part was not necessarily to say, I want LEA to be my voice in that process, but when we get to the stage of having an election for that decision, that LEA would be one of the options.

[00:17:26] Because my understanding is that for any organization that might wish to represent LCPS employees in collective bargaining negotiations with LCPS, they would have to obtain a certain number of signatures or support to be on the ballot for an election to choose that bargaining unit.

[00:17:48] Is that right? That is correct. So any other union or organization would have to go through the same process that LEA did in order to be a part of the election. to be on the ballot for an election. And could you, if you have a response to, I know there's been some concern stated that the fact that LEA has been doing this process for a couple of years before even we had the resolution, before we voted to put together a resolution, there has been some position I think that some people have taken

[00:18:27] that it gives LEA an unfair advantage as far as trying to gain that support to be on the ballot as a union option. Do you have any comments about that? Any group or organization who would choose to gain collective bargaining has the same opportunity as LEA did. There was no, because the process of putting out the authorization cards was LEA, came from LEA, was not an LCPS supported activity. It was LEA put that forward as well as any organization could have begun an authorization card campaign like LEA did. Thank you, Ms. Sullivan. I believe Mr. Hanson wanted to

[00:19:05] say something and then also Dr. Chaudhry. Mr. Hanson. I just wanted to reiterate that we fully expect that there would be a subsequent election. So I'm hearing some potential confusion around that. So maybe the wording of the cards was such that led some people to misinterpret it. But we fully expect that there would be a union. And as far as expiration dates, let me just speak my personal experience. I joined LCPS. This is my third year here. I came from Fairfax. I signed a card that

[00:19:41] fall. I think it was the first opportunity for LEA to be in my building before they were excluded. And I signed a card then under a 24-month expiration date. My card would not be valid, which I can't imagine that's what we really are intending to do here.

[00:20:02] Thank you. Dr. Chaudry? So it would be helpful to see the card because I think... I have it online. I'm happy to email. If I'm allowed, I can email the whole group to the email that we were...

[00:20:20] Okay. Casserly? While that's coming up, did you have any other comments right now, Dr. Chaudry? I just think there's some confusion about what's on the card and whether it has a dual purpose or a single purpose.

[00:20:41] And as I read this stuff, that was a question. I kept thinking, where's the card? So it might help everybody to just see the card. Thank you. Ms. Willoughby? I echo that. Also, in addition to seeing the card, I think building up what Mr. Hanson actually described, if there was confusion, I don't see a concern with taking a more safer approach and just having employees reaffirm their choice rather than having a card be eligible kind of without any type of deadline imposed on it.

[00:21:17] I have a strong concern with that. Ms. Sullivan, I'm not sure how many cards have already been collected or how many would fall within the 24-month, if it was not gathered within 24 months of whatever, it would be excluded.

[00:21:35] Would you happen to know or be able to obtain those numbers so that we could have a sense of how onerous it might be or might not be if we were to ask you to reconfirm with people who signed under the 24-month agreement if they are still supportive of this?

[00:21:55] I do not have that number available. That is something that we could become available. Again, and I understand what has been raised, but nothing moves forward with LA becoming a bargaining unit until the election occurs and a majority of, or we didn't have, there's not a threshold, but that the majority of people who vote, vote yes for collective bargaining.

[00:22:23] So it doesn't impede anybody who signed a card and has changed their mind. It doesn't impede them from choosing to not be a part of the election or actively voting no for LEA. Thank you. And I see that we now have the card up on the screen.

[00:22:39] Thank you, Ms. Bernay. Thank you, Ms. Casserly. I see, as you described, the top has the identification information, name, phone number, email, address, employer, job title, ID number, work location.

[00:23:01] Okay. Oh, sorry. Can you scroll it back down a little bit? Yes. That's what I... Sorry. Dr. Rashid.

[00:23:27] Thanks. Can I just look at the pledge a little bit? Laura, I just wanted to read the fine line. Is there any way you can make that a little bigger? Maybe it's just me.

[00:23:41] Ms. Sullivan, this is the electronic form.

[00:25:15] Were there also hard copies, and did they look the same as format? Formatting obviously looked a little differently on a hard copy, but it has the exact same.

[00:25:31] But the pledge was the same, one paragraph with the same language and signature space below the pledge. Yes, ma'am. Thank you. Dr. Rasheed? Has this pledge ever been changed from before, or is this the original?

[00:25:48] That is the original language that's been used both electronically and in the hard copy. Okay. And just to think of and kind of fast forward thinking, let's say someone decides to, you know, I don't want to be part of this anymore. What would be the options? They just tear it up or they're out of the system?

[00:26:06] Is it difficult to be removed from this if they change their minds after they signed it? If someone were to change their mind about not wanting their card to still stand, they would need to contact the office and they would be deleted from our electronic base as well as the hard copy of the card.

[00:26:21] Okay, and if they decide, and again, I think this is a long shot, but let's say someone decides to be reinstated, like, you know, I changed my mind again, I want to be, like, a few months has gone by, and that's not for me, I want to be back on it, same process. Then they would need to fill out the card as they did originally.

[00:26:38] Okay, thank you. Ms. Boland? So I think from LCPS, my perspective, this is where I struggle.

[00:26:54] The dual purpose is where I struggle. Because as an employee, I may decide, yes, absolutely, I want to move forward with collective bargaining. This whole process has been a learning and education process for most of us.

[00:27:12] And I think our employees, especially, they're learning the process, they're learning what they want, they're learning what they need. And so signing this card as we're going through it, the original intention or the original part of the process was for them to determine whether or not they were interested in the board taking a vote to allow for collective bargaining. Okay. And as I read through this pledge, I think there is, it could easily be misunderstood. We are all sitting around

[00:27:46] this table much more educated on this process and what's expected and what we need and how things need to go. But the school board has not yet, we've passed the piece where, okay, your original signature was to designate that you were interested in collective bargaining.

[00:28:04] And that vote counted and allowed the board or directed the board to take a vote as to whether or not they would move forward. That has occurred. The next step of the process, of course, is the board working together to develop this resolution, which is why we're all here. After that resolution has been determined, what we have seen recently is that other organizations that would like to represent employees, often after understanding the resolution that the school board decides, they make a decision as to whether or not they feel like they would like to come in and request

[00:28:42] to represent said employees, and my concern here is that now we have a dual-purpose card for an employee. Say I'm an employee that has signed this card. Yes, I want to authorize collective bargaining, but maybe now I don't want LEA to be my representative. Maybe I want whoever else comes in. Maybe I want to elect for them for my vote to go towards them to be recognized to push the election so that there is more than one. Now I have a card that I've already

[00:29:21] signed that has this dual purpose because I wasn't yet at that part of the process. I think that's my concern. We're taking that voice or that option away from employees and we're forcing them to then call. But if they remove their card, if they remove their signature, are they going to understand that they still signed for collective bargaining, but now we have this dual purpose.

[00:29:46] I think it causes too much confusion and also adds legal concerns about allowing others the same opportunity. I think that's my confusion and my concern. Ms. Brunet. I'd like to ask VEA Legal Mariah Allen to answer that question. I wonder if we're kind of, I feel like we're almost kind of going in circles and we're not doing a good job of explaining our side, And I understand that, but I think maybe, oh, sure.

[00:30:20] So I thought that the first item was removing the expiration date. It seems like we've gone far field from that first issue, right? I mean, we're not talking about how our cards were written rather than the expiration date.

[00:30:37] Ms. Boland. Well, I think, sorry, I think the concern is if I don't understand the purpose or if I'm not fully understanding what you mean by the pledge or the dual purpose I can't have an opinion a valid opinion on the expiration date if that makes sense um so I don't miss Allen you probably can answer this but there's nothing that would prevent the teamsters or the American Federation of Teachers coming in and doing their own cards once we've got a resolution from the school board but

[00:31:15] Yeah, please, Ms. Allen, if you could turn your mic on. I can just speak really loudly, if that's okay?

[00:31:35] It should be recorded. Thank you. Mariah Allen, I am a staff attorney with the Virginia Education Association and the Loudoun Education Association. Is it me?

[00:31:53] Okay. There may be some things I can clear up with questions that have been asked. I mean, to the concern about employees being able to express an interest in another labor organization that's not the LEA, employees are free to sign as many authorization cards as they want.

[00:32:13] It's not, I can sign a card for LEA as an LCPS employee, I can sign a card for the Teamsters, I can sign a card for AFT, and all of those labor organizations can use my card to request to be on a ballot in the certification election.

[00:32:28] So just because I signed a card for LEA doesn't mean I can't sign a card for a competing labor organization. So maybe that helps address some of the concerns. And then the other thing I would explain is the cards are necessary and the resolution allows us to use our membership roster as well to show employee support for having an election.

[00:32:51] It's the hurdle that's required, that LEA is required to clear just to get to the election. And the ballot for the election will contain LEA if we have sufficient support. And again, we'll use our cards, we'll use our membership numbers to show we have that support.

[00:33:12] And any other labor organization that also has the required showing of employee support. And it will also contain the option of no representation. So any employee who has second thoughts about collective bargaining, representation by LEA, they are always free to vote no representation.

[00:33:35] And I just want to make clear, the election is not optional. Virginia Code Section 40.1-54.3 requires a secret ballot election. in any context where employees are voting whether to be represented by a labor organization.

[00:33:59] Dr. Chaudry. Thank you, Ms. Ellen. So I just want some clarification on, you said that people can always ask that their card be removed.

[00:34:14] How do they know they can do that? Do they just instinctively need to know by themselves? Will they be told that at this point, if you're not for this, you can have your name removed? Because it's one thing to just, you know, be able to do it.

[00:34:32] And then it's another thing to sort of be nudged that this is your time to do this. Well, I will say there was not any blanket written communication about that. But any employee who was working to get cards signed, we made them aware that should an employee choose, should an employee change their mind, that that was a possibility.

[00:34:56] So there was that knowledge from folks who were encouraging others to sign cards. There was not a written communication, though, that would have gone to everyone who signed a card to let them know that information. Ms. Willoughby?

[00:35:14] When the cards initially rolled out, though, it was the expectation that it would be good for 12 months, and then it was extended to 24 months. That's my understanding of this process. And so if that's the case, I would think as an employee, I wouldn't know to that after 12 months that I need to reach out if I had changed my mind because I signed it under the impression that it would only be good for 12 months, let alone if they're even aware that it was extended beyond 24 months.

[00:35:45] And so I would have, again, I circle back to why I would want to take the expiration date off and again just go out and do another signing. Seeing the language on the card I think is confusing. I thought I was going to see two separate questions, not at all combined together, and I think that's muddying the process.

[00:36:06] So I think it also gives that opportunity to very clearly obtain the votes of the employees regarding how they feel about collective bargaining outside of LEA. And then the next step can be a very

clean process for the election. Ms. Sullivan.

[00:36:25] I will just say at the beginning of the process, there was no expiration date on cards. That was something instituted by the previous school board. The cards did not begin the process with an expiration date. Ms. Brunet. I'd also like to say this.

[00:36:42] It's not like a spam email that we get where you're constantly getting these emails from whatever, some travel company or whatever. I'm always getting education ones in my work email. I'm constantly getting, and I have to, like, unsubscribe, right?

[00:36:57] None of this was, like, forced on anybody. People sign, it's like signing up for something. they signed up so it's like anything that you sign up for if you have a subscription to something and you don't want to do it anymore well then you contact them and you say I'm no longer interested or I don't have the money this isn't expensive I mean this is there's no money in this but I mean you know those are things you can you can opt out of things this is something that people wanted they intentionally people had the option right it's not the same it's like it's like everybody was I get the impression that you feel like everybody was forced to sign a card they all had they had an option they

[00:37:36] signed it thank you did I see a hand over here mr. Hanson correct me if I'm wrong but weren't our cards certified by the previous school board what wasn't they were certified for the purpose of triggering the minimum amount of support necessary under the Virginia code to put together a resolution between the school board and a in union representation to engage in collective bargaining the first steps and that's where we are

[00:38:13] That is absolutely correct, but it doesn't preclude the meaning of those cards to also trigger an election that the certification Simply said yes, these cards that LEA is presenting are valid and meets our pressure If I could if I could ask a question For I guess everyone to think about and for your input So, LEA, I assume, has email address, contact information for everyone who signed cards, as that was part of the required form.

[00:38:44] Even in the hard copy, you would have email addresses for the people who did hard copies. I mean, would concerns be allayed where there are concerns and without it being too onerous or time-consuming to ask LEA to send an email message to those who have signed cards?

[00:39:04] saying something along the lines of, you know, you signed this card for us, we're going through the process, we're moving on to the next step of the process, can you please reconfirm that you want to have LEA as an option on the union ballot, the ballot to choose the union representation?

[00:39:26] People have thoughts about that. Ms. Boland. So I think that's exactly it, that gets to the crux of it. I don't think we think any employee was forced to sign any card. I think the concern for us is making sure that they understand the next stage of the process. And maybe this is, you know, Ms. Willoughby and I are very compliance oriented and so we like structure.

[00:39:56] I don't doubt that these employees signed this card with the intent to to trigger a vote by the board to authorize collective bargaining. I don't doubt that at all. My concern is without an expiration date, we are now using this card indefinitely for another purpose.

[00:40:20] And I do agree with Ms. Donahue that affirming that those individuals want it to mean that second statement, especially given that I don't feel it's clear in the pledge, would allow for that and would

still meet the expiration date because it would almost trigger it to start over.

[00:40:45] Ms. Sullivan. I just simply go back to the fact that every single LCPS employee in the potential bargaining unit will have the opportunity to vote yes or no to LEA or anyone else who is on that.

[00:41:02] So anyone with a misunderstanding would still have that opportunity and it would be on the LEA to make sure that all LCPS employees have an understanding of that upcoming election and the purpose of it. Dr. Chaudhry. So what is the clear opposition to an expiration date?

[00:41:27] It seems to me like it would take care of both issues of, you know, do you want collective bargaining? So I understand why you're saying that, you know, we feel like we're talking about two different issues. But I will say that as an employee, once I have signed that pledge, to me, I would say, oh, I've already voted for LEA to be my rep. So I'm not going to vote again.

[00:42:00] I've already done that. And I think that's not clear here, that there will be another opportunity. If I could jump in before you respond, Ms. Sullivan, as Ms. Boland said, I have no doubt

[00:42:18] LEA did everything properly. My thought, especially after reading the pledge, the pledge does reference I want LEA to be my voice, but then it also very specifically says I understand LEA is using this card for certification purposes, but then does not explicitly say and that LEA can use this card to indicate my support for LEA to be one of the choices in the upcoming union representation option. So I see I

[00:42:57] understand the concern not knowing what conversations may have been had between LEA and people when as they were signing cards if we're just looking at the paper or the you know the the plain language in black and white that I see where there could be confusion about what the cards were intended to be used for. The first purpose is absolutely crystal clear. To me, I can see that there's a little bit of, well, does that mean that, does this language mean that LEA is using it for the

[00:43:33] second purpose as well? Ms. Boland. I also feel like there are potential legal concerns of unfair practices, but I'm not sure I am the best person to speak to that. I'm not sure if Mr. Allen or Ms. Johnson can speak to that piece. Mr. Allen. Thank you Madam Chair and Ms. Boland. One legal concern as I understand it is that allowing such authorization cards to be valid in perpetuity could draw claims of unfair practices from other potential exclusive

[00:44:10] bargaining representatives or potential unions who are waiting for the board to first adopt a collective bargaining resolution to understand and see the guardrails or rules of engagement for collective bargaining. Specifically, they could potentially argue that allowing such cards serves a dual process that short-circuits the certification process and could draw claims of unfair practices. Specifically, I guess they could argue LEA short-circuited the certification process by using authorization cards that were preemptively or prematurely signed and that

[00:44:45] LEA could move forward to an election once the collective bargaining resolution is adopted before other potential exclusive bargaining representatives have the chance to consider what the resolution was and what the guardrails are to come to the table. You know, I'm sure Ms. Allen has discussion points on that as well, but that's kind of generally as I see it.

[00:45:08] So to minimize legal concerns, I think, and cut square legal corners and avoid that, any authorization cards to show support for the certification of a potential exclusive bargaining representative should start anew after the board adopts a collective bargaining resolution that seems cleanest in terms of

mitigating those potential unfair practices claims. And again, as a practical matter, I do think it could be the case that the resolution could, that's ultimately passed by by the board could contain terms that perhaps current LEA members might not support or

[00:45:45] they may otherwise have a change of heart about supporting collective bargaining and or certifying LEA as a potential exclusive bargaining representative. So, you know, I understand there's a mechanism to pull out those cards if that should be the case by those members. But those are, as I see it, the potential legal pitfalls. I'm not sure if Ms. Johnson has other points. Thank you, Mr. Allen. Ms. Johnson, do you have anything to add? No, thank you.

[00:46:18] Wes's analysis covers the same concerns. Thank you, Ms. Johnson. Ms. Allen, would you like to chime in? Thank you. I can appreciate that concern, and I just want to clarify. LEA began this hard work when the General Assembly voted to allow school boards by choice to adopt collective bargaining. That was a very public act that every labor organization anywhere near Virginia or in Virginia saw. And they could have started the hard work at the same time that we did.

[00:46:57] Maybe they did, maybe they didn't. Honestly, I have no idea. The other thing I would say is the Loudoun County School Board voted, I don't remember exactly when, but they adopted a sort of interim resolution, expressing their support for collective bargaining and assigning the work on a resolution to the Legislative and Policy Committee, what was formerly the Legislative and Policy Committee.

[00:47:20] That also was a very public act. Any labor organization at that point could have started organizing and gathering authorization cards from employees. There's no unfair advantage given to LEA, the fact that we've acted on very public votes from state and local government.

[00:47:37] Every other labor organization could do the same thing. We weren't given a leg up in this in any way by LCPS, and that's what the unfair labor practice would have been if LCPS assisted LEA in gathering the support that it's gathered. That hasn't happened at all.

[00:47:53] In fact, it's been the opposite because what used to be access to your school buildings has been completely removed, and our work has become much, much harder to even talk with our colleagues, get these authorization cards.

[00:48:09] So I don't agree that there's risk of alleged unfair practices from other labor organizations. We have not been assisted in this way by LCPS at all. Thank you, Ms. Allen.

[00:48:25] Ms. German, you haven't chimed in yet. Do you have any thoughts? Yeah. Thank you. I appreciate that. I like the purpose of both items. I do agree they sound very separate. I wonder if just to eliminate the issue of the expiration, could it just annually, could it just be automatically sent out?

[00:48:42] I mean, as a classroom teacher, I would probably like to see that every year, and then it keeps it updated, and you can keep the expiration date, but yet it keeps those that are interested in item 1 and item 2 current, I guess. Does that make sense?

[00:48:58] Thank you for that thought, Ms. German. And similarly, I had wondered if, in conjunction with my previous suggestion of, can you proactively reach out to people who've already signed cards and get some sort of you know confirmation from them could we consider not maybe not getting doing away with the expiration date altogether but changing the duration of it so that it's not in perpetuity so that the cards

aren't good forever but I suspect not having been part of this process until very recently that no one expected it was going to take this long so when the 24 month expiration date was originally put

[00:49:38] into this draft. I suspect it was because people thought that that would give LEA enough time to collect the signatures they wanted to collect without forcing you into rushed circumstances. Again, I wasn't there. Ms. Sullivan. I do want to go back to the fact that these original cards had no expiration dates. So that is what folks were signing these cards on. And LEA was working to gain signatures, was not under the guise that there was a clock ticking. So I think that needs to be kept in mind it wasn't like there was an expiration date from the get-go and there was a

[00:50:15] push there was no expiration date at the beginning another part is this process has been extended for a significant period of time which you're all aware one being once lea's cards were certified which would trigger on a resolution what happened by the previous school board is a resolution to pass a resolution and that resolution basically spelled out process for the resolution process but so indeed by what was supposed to occur it didn't really occur that way in the 180 days when there was supposed to be a resolution it wasn't this kind of resolution that we're working on now

[00:50:54] it was a pre-resolution that outlined the process of getting there so that was another way this process was extended, not by LEA's doing or not by any employee who signed an authorization card. Thank you.

[00:51:13] Dr. Rashid, do you have thoughts? With the expiration date, I do agree that, you know, there should be just some clarity on the card, but I don't see, I'm still struggling to grapple with the real issue is with removing the, with not removing the expiration, like in other words, in not having an expiration date on it i don't understand the the challenge i don't or maybe i do a little bit but i don't see that it weighs enough to say you know let's go ahead and keep an expiration date on it

[00:51:49] i'm still trying to grapple that sorry dr rasheed um can you clarify you don't understand why it would you don't understand the concern about doing away with the expiration date or you don't understand the concern about keeping the expiration date i'm okay with keeping the expiration date i just don't understand doing away with like keeping it like putting on an expiration date and saying you know I hear all the issues I hear all the problems I just don't see it enough to bring about such a I don't I don't see it much of an issue with it that's why I'm still trying to

[00:52:26] grapple all the all the all the suggestions and all the issues that have been brought forth so I still if I understand your your question you're saying not entirely clear on yes what Ms. Boland had said, I'm still trying to absorb what she had said.

[00:52:42] Ms. Boland and or Ms. Willoughby, could you speak a little bit more to that? So can you help me with which piece? You had mentioned that if you were to keep the expiration date on, or rather to remove it, the opposite, you said there was a challenge.

[00:52:59] And the challenge would be, you had mentioned triggering an election, I think that's what you had mentioned. So as I understand it, there was no expiration date set in the original cards because as part of that process, it was for signed cards to trigger what Ms. Sullivan talked about was the triggering for the board to choose collective bargaining, to take that first resolution.

[00:53:29] resolution. I hate to say resolution because then it gets confusing, but to elect to determine whether or not LCPS would allow for collective bargaining. So the cards were originally, that was the

intent, and there was no expiration date put on them. The reason why an expiration date has been put on them now, and some of that is because of the length of the process, is because now we're asking them to serve a secondary purpose.

[00:54:00] So now, yes, we've decided that a majority of LCPS, this group of employees, which I think is licensed teachers, this group of employees, they have decided they would like collective bargaining. Now the next stage of that process is deciding who they would like as their exclusive bargaining representative.

[00:54:19] And there is a certain number of signature cards that any type of union would need for that to kind of prompt an election for that individual group to be their exclusive representative. And so now my concern is when you signed your card, you may have been saying yes to collective bargaining, but maybe not yes to having LEA as your exclusive bargaining representative. And there will be an election process, But we're still going to talk about that as a whole separate piece, right?

[00:54:54] And so my concern is if we don't have an expiration date, we are now endlessly assuming that an employee who signed this card, which is not, in my opinion, clear, has elected to have LEA as their exclusive bargaining representative.

[00:55:12] And if they don't show up to say no, they've said yes. Thank you, Ms. Bellin. And Ms. Sullivan, I was going to ask if you could also speak again to LEA's position, since LEA is asking for the change. Why is it important to LEA to do away with or possibly extend the expiration date?

[00:55:37] Simply because this process started without expiration dates, and these employees have said so. We have eliminated a couple. I cannot tell you the number, but I know it's been a small number of two.

[00:55:53] I'm getting a sign from our staff that there were two cards that people requested to be eliminated. I go back to the fact, well, two facts. One is when certification occurred, our authorization cards were part of that process. That whole document that I had to have, what's the word, notarized and was submitted to school board and staff had the authorization cards there.

[00:56:17] So that was part of the process of certification. We see no need to continue belaboring this process when there is a mechanism where any potential bargaining unit member can vote.

[00:56:34] And basically there are, I guess there's four options for vote. Yes, I want LEA. Or if there are other groups on the other associations on the list. Yes, no. And Ms. Allen, can you confirm that there would be actually a third one, no, basically choosing no representation.

[00:56:54] And then the other part would be choosing not to vote. Choosing not to vote is not a yes vote for the association. Because what's stipulated currently in the resolution is that of all the votes taken, which answer received the most support.

[00:57:15] So not voting is not a vote yes. Not voting is just not being in the pool of the number of votes counted. Mr. Hanson and then Ms. Boland. I just wanted to respond a little bit to your point, Dr. Rasheed, about is it really a big deal to go through a whole other card campaign?

[00:57:40] And I just wanted to explain, it is a huge deal, right? Loudon, I think it took over 500 days, right, to get the cards in and file further resolution. I've got some other counties here, if you bear with me with the numbers. Montgomery County, which is Blacksburg, 509 days.

[00:57:58] Falls Church, they were 439 days. So unless the objective here is to deny collective bargaining for LCPS employees without saying you're denying collective bargaining for LCPS employees, we really see

absolutely no need to go out and ask people to sign cards again.

[00:58:25] So that's the importance of not having this arbitrary date through no fault of our own. This has taken a long time. My card wouldn't count, as would many, many other employees under a 24-month expiration. Before I go over to Ms. Bowen, I just wanted to say for myself, not speaking on behalf of anyone else here, I am certainly not here to deny collective bargaining to LCPS employees.

[00:58:52] But that being said, I am also very much a stickler for if we are relying on, especially a written document, to indicate a person's state of mind and whether they support something, I'm a big fan of having it be very clear.

[00:59:09] And that's why I'm trying to think of ways that we can come to a compromise that allays the concerns that the division has about do we really feel 100% confident that everyone who signed these cards knew that they were going to be used for both of these purposes, that does not require LEA to go back out and start the signature process from scratch to collect cards again for the second purpose.

[00:59:34] I just wanted to throw that out there. Ms. Boland and then I think Ms. Willoughby had a hand up and Ms. German. And I would kind of further what Ms. Donahue said. I don't think anyone is trying to take away collective bargaining. We're kind of past that. We're moving forward in that direction.

[00:59:51] But again, to Ms. Donahue's point, part of our responsibility, just like yours, is to protect employees. And I know I've had many conversations with Ms. Sullivan about clear documentation and they fight for employees to make sure there are clear documentation and as do we. And I think that's where we keep going back to. I recognize that you said only two people pull cards. And, you know, before we did some research to see how valid this point would be where people decide maybe they don't want LEA to be their exclusive

[01:00:26] bargaining representative. And so I pulled how many individuals canceled their membership in one year. And as of 6-30-23, there were 3,157 members. Over that same year, beginning in July 1 of 2022, over 676 canceled their membership. And there were 208 new members. So So making sure that we're actually hearing the voice of our employees on who wants to

[01:01:04] be their exclusive bargaining representative is really important, and that could change from year to year. These are individuals that had signed up to be LEA members and then decided to change their mind, and now we're putting the responsibility on the employees, so when you take away your membership, you also have to call to pull back this card, but we didn't clearly state that it would be used for that reason.

[01:01:25] That concerns me. Ms. Willoughby, did you want to add anything? The only thing I would want to add, just hearing the 500 days is very surprising, not understanding the process. I would wonder about the same thing with doing it again, if there were some lessons learned, that there could be a more efficient way, and that I would always still err on the side of protecting the division versus trying to get something done quickly.

[01:01:54] Thank you. Ms. Chairman? I think you mentioned they were sent to LEA and non-LEA educators, am I correct? All the cards or no? Yes, any LCPS employee could sign a card. Okay, so it could be either.

[01:02:12] So even if there were members that left, it still could be non-LEA members of cards that you have. I simply, I don't know if it would be helpful, but I agree. Could you just re, I don't know how long it takes. Is it too challenging to just resend it to all employees and two separate items?

[01:02:31] Yes, I agree. I mean, we're already here. Collective bargaining in the second part, LEA to represent. How long would that take? Because it sounds like that would be helpful. Dr. Chaudhry, were you, I believe you were going to add something, but Ms. Sullivan and or Ms. Brené, if you could respond.

[01:02:49] I'll first say getting cards signed wasn't simply putting a card in someone's hand and walking away or sending them a link. These were conversations so people understood what they were signing. So just getting them signed again would be, and just hoping by handing a card to someone saying please sign it again or emailing them a link, would not be effective and not address some of the concerns that have been raised in terms of what are people really signing.

[01:03:18] My other question is, because I don't have this number in my head, the numbers that Ms. Bolin shared, those are true cancellations of LEA membership and not leaving LCPS and not retiring. That's my understanding.

[01:03:37] I don't pull the data. It comes from payroll, but that is my understanding that we weeded out retirements. We weeded out any resignations, anyone who left LCPS. Thank you. Did you have anything else to add, Ms. Sullivan, or would you like to add anything, Ms. Bernay?

[01:03:55] Anyone else? I don't want to give up on trying to find a compromise here. We have been working on this issue for a little over an hour, so do we think that there is value in continuing to talk about this issue, Or would people prefer to perhaps give it some additional thought, maybe come back to it either later today at our next meeting and move on to another item?

[01:04:28] Dr. Chaudhry. How many cards are we talking here, number one? Number two, how many cards are there that are past 24 months? It's like, what is the number, you know?

[01:04:43] Because I also am confused about 500 days, so I'm just wondering how many cards were. Thank you. Ms. Sullivan, do you have that information? That is not a number I have in my head. That may be something that Jennifer Toit, one of our staff members who is in the audience, may be able to come up with, as well as how many cards would be expired if we are going with the 24-month expiration date.

[01:05:13] Okay. Thank you. Can I just add? Yes, Ms. Sullivan. The bulk of our cards were signed at the beginning of our campaign. That's where the energy was behind it. That's where we had folks in the building. And then, as Ms. Allen said, there came a time when LEA's access to work sites ended.

[01:05:29] And so that has hampered any continued real conversation, face-to-face conversation with employees about collective bargaining or any other item that's of interest to them and LCPS. Thank you. And not to put you on the spot since, you know, I just threw this out here this morning, but what would LEA's objection or concern be to possibly extending the time of the expiration date rather than getting rid of it altogether and or proactively reaching out to people who signed cards

[01:06:08] to ask them to reconfirm the second purpose? I think it comes down to time and the amount of time that we have worked on this campaign and the amount of obstacles that have come before us that have not been all challenges that we have had within the association.

[01:06:26] So that's part of it. So extending the timeline even to make it three years or whatever, I am concerned that there won't be other roadblocks put in front of us that would continue to make this challenging. I understand your points.

[01:06:48] Although I would imagine trying to contact the people who signed cards and get a response from them would take less time than if the division were insistent and unwilling to give on a position of we think there needs to be a second round of cards. I assume it would take less time, but maybe I'm wrong. Mr. Hanson.

[01:07:13] So we've got, I think, three current classroom teachers around this table right now, and one current principal. It's not simple, right? We're working 50 to 60 hour weeks, and it's not simply sending an email to a classroom teacher and expecting a response within 24 hours.

[01:07:40] It requires outreach, education, and it really is not as simple as sending an email. I ignore lots of emails every day, as I'm sure you do, too. Have to. Not parents or colleagues. Of course.

[01:07:57] Thank you for that, for bringing us back to the real-world situation that we're talking about Dr. Chowdhury and then Ms. Bernay. - So I understand the complication that it's not simple, but I do go back to this is not about simplicity.

[01:08:14] This is, you know, a legal, I mean, we're working on something really important. So I think to find this simple way to do it, to me is not the solution to it.

[01:08:31] That's, you know. - Thank you. - Ms. Bernay. - I have the numbers that Dr. Chowdhury wanted. So there's 5,272 cards were signed, have been signed. 5,272, yes.

[01:08:48] So do we know how many of those were signed prior to the 24-month? Someone could probably figure that out. I don't have that number. I'm just wondering what numbers we're dealing with here.

[01:09:04] That is a bigger number than I was expecting. Thank you. Ms. Boland. And can I just clarify, are those all for the license group or are those just cards in general? That's all cards in general. Thank you. The data, it's about 75% re-licensed, though, Ms. Boland, 75%.

[01:09:26] Ms. Brené. I just wanted to say, I wanted to say it earlier, and we didn't get a chance to at the beginning, but we met for the first time March 20th.

[01:09:41] The very next day, Alexandria City Public Schools did this. They had the same law firm for their county. It's the same law firm that our county used, and they had the same issues. It was cookie cutter.

[01:09:58] And as far as our issues, the issues that were raised, and they sat down at a table like this with all the school board members during a work session, and they worked it all out in an hour and a half. Yeah. So I was very encouraged and felt hopeful when I heard that.

[01:10:17] It's the same issues. So I'm wondering, like you, talking about the expert, if we move on, maybe we can get some resolution in here and then maybe come back to that. I don't know, we're getting stuck on number one, and maybe we can talk about it later.

[01:10:33] That's a very fair - I appreciate that thought, because I was also leaning towards saying, let's take a five-minute break. Before we do that, I wanted to throw out an alteration of my previous suggestion of email everyone and ask for a response back.

[01:10:57] if you would consider or you know if lea would consider uh emailing everyone who has signed cards notifying them you know we are moving on to the next step in this process uh you've already signed a card with us um just to clarify we are using it for purpose one which stage has passed and also purpose two which is coming up and giving people and a window of time to opt out a week two weeks whatever and say if if we do not hear you have the you are you have every right to

[01:11:32] change your mind um but if you do you need to tell us and if we don't hear from you within two weeks we assume that you stand with your original signature this is an idea you want to talk about it now we can or we can take a break and come back to this later okay so let's take

[01:11:57] I don't know till 10:30. Thank you. Okay, that five minutes turned into ten, but it goes quickly

[01:22:01] So I would suggest if there are no objections that we move on to another issue possibly even to LEA's issue two which is actually item 3.03 on the agenda the scope of collective bargaining Does anyone have any concerns with moving to that next?

[01:22:35] 3. 03, I had mentioned at the beginning of the meeting that I thought it made sense to discuss election thresholds in conjunction with our first topic.

[01:23:00] Given how much time we spent talking about the first topic and that we are likely to come back to it, I would like to move to something else if there's no objections and come back to both of those later.

[01:23:20] So item 3.3 on the agenda is number two in LEA's letter regarding the scope of collective bargaining. Specifically, LEA's concern was with lines in section 4, part A, which is on page 7, line 232, I think.

[01:23:56] Expand the scope of bargaining.

[01:24:07] That's what I was trying to figure out. I have it identified as page 9, line 232. So we're doing 3.04? 3.03 Sorry, sorry, I know So on the on the agenda I'm looking at item 3.03

[01:24:42] Banning the scope of collective bargaining which in the LEA letter it's their item number two and It is Sorry, there's my my confusion. I was looking at the wrong page page five lines 156 through 164 working conditions Ms. Sullivan would you like to start the discussion speaking to LEA's position on

[01:25:22] Expanding the current version of the scope of of this document certainly. Thank you Part of the whole collective bargaining process is finding out what employees want to be bargained and Compulating and making restrictions before there's even been a bargaining team in place and had time to survey bargaining unit members Negates part of the purpose of collective bargaining is finding out what the color what is important to the collective and what should be determined So we believe there should not be restrictions for those two for

[01:26:00] What collective bargaining can occur so that leaves it open for both? Lcps employees as well as staff to determine what they believe should be Included in collective bargaining, so we do not believe there should be any Restrictions, thank you miss Sullivan and are if you are aware or if any of your colleagues or miss Allen is aware of

[01:26:39] how this Particular issue has been agreed upon in other districts that have adopted a resolution Ms. Allen or Mr. Allen or Ms. Johnson, if any of you have that information.

[01:27:00] Thank you, Madam Chair. We do have a chart that we displayed, I believe, at the December 12th meeting that we can look on board docs and display, but it has those jurisdictions and other school divisions that have worked on a resolution and what their working conditions and negotiated topics looks like.

[01:27:18] So Ms. Casserly can pull that up for your all's review. Thank you, Mr. Allen. Dr. Rasheed. I'm just comparing from the old to the new. So was this something that was not there from before many years ago?

[01:27:35] Is this line item, or rather line 156 to 164, was this something added on or was it edited? I'm just trying to get background information. So this was, or I believe this, right, this document, right, if you're looking at this, right, This is the draft proposed resolution put forward by the previous Law and Policy Committee.

[01:28:05] Okay, I guess I'm asking, was something like this added on before? Was it removed, or is this now drafted in, like, brand new? Can I ask what you mean when you say, was this added on to what? Well, according to the LEA document, they're saying that they'd like to suggest to strike the language, right, from 156 to 164.

[01:28:25] so in the draft that's 156 to 164 that was placed is that something new that was added on or was that something old that's all I'm just trying to get or was it in the original document from the beginning is what I'm asking of this draft yes I believe so I just assumed it was but I want to make sure Ms. Sullivan or Ms. Bowman yes this was this entire document was the draft resolution put forth. So from LEA's letter, it's the language in the draft document. It wasn't

[01:28:58] added later. Thank you, Ms. Bowen. Other thoughts or comments on scope? So I think, sorry, I think from an LCPS perspective, I think my understanding of what LEA is asking for is they don't like the limit of, um, four negotiation topics in the beginning, a maximum of four with two additional each year after. I, I think that's my understanding. And, you know, I, I think there's room to

[01:29:37] negotiate, but from an employer perspective, I would be reluctant to agree to eliminating it completely. Um, you know, collective bargaining is still relatively new in, in the public sector here in Virginia. And adding no limits, I would foresee it being extremely difficult to come to any resolution without any type of limit on the number of bargaining topics, especially in the

[01:30:09] beginning. Thank you, Ms. Boland. Ms. Bernay? I don't know if, honestly, I don't remember if we have too much of an issue with the first part. It's not the beginning. The first resolution, I agree totally that it's all new to everybody, so we should initially, let's keep it so that it's manageable.

[01:30:35] I don't know if that's a good word to use, but it's after. It's talking about subsequent agreements. We're talking about the next time we do, because they're good for however many years they're good. We're talking about the next year, that we shouldn't be limited then, because then we'll know what we're doing. And when we think about the units of license, well, if we're stuck to two, there's all the teachers, there's all the counselors.

[01:31:01] How do you know what's important to each of these? And we hope to have classified under there. Can you imagine classified from a bus driver to a, how can you only choose for custodians and not cafeteria workers? Like there's so many issues that are really job specific.

[01:31:17] And that's what we're asking for. - Thank you for that clarification, Ms. Bernay. And if I can confirm, my understanding is that the, my understanding is that the whatever topics, hypothetically say, are agreed upon in the first round, those would still be negotiable in a subsequent rat, like two years later or whatever, in addition to two new topics, is that correct?

[01:31:52] - Yes, Ms. Donahue, it would be, Those four plus two, so the second go-round would be six, and then subsequent go-round would be eight, and so on and so on. So it would be expanding throughout subsequent years? Yes, ma'am.

[01:32:08] Negotiations? Okay. Thank you. And right now, my understanding is there is only one class of employees that is certified, but I appreciate thinking about more broadly, because that was a goal that I had going into this is while currently it is only the one class of employees, any of my, again, my understanding is if any other group of LCPS employees does become certified, they would also be negotiating and collective bargaining under this agreement.

[01:32:40] So I appreciate you being mindful of how this will, thinking more broadly about how this agreement is going to impact the educators. Yes. And then not to mention, even within teachers, elementary teachers' issues are vastly different from a middle school teacher or from a high school teacher.

[01:33:02] There's so many different things that limiting it like that is going to be challenging. So it's like the first one, yes, we get it. Let's be careful. It's manageable. But the next time, now let's take off the training wheels, right? This first one, let's do our great job with this first one, and then we can really go.

[01:33:24] Dr. Jodhry? So I'm assuming that the reason for this to begin with, and I agree that it's something that we can talk about, but I'm assuming it's also to be efficient and to get to an end point, otherwise there's always more.

[01:33:44] So are you saying two additional, I'm just clarifying this, is the understanding that it would be two additional topics per class of employees that you represent? Would that be something?

[01:34:02] This is the LCPS draft. We're trying to fix it. Right. So we don't want it limited to two. We want it to be unlimited after, in subsequent, not this one, not the collective bargaining agreement that we come up with, But the next one, the next one, because they're only good for two or three years or whatever, whatever we decide.

[01:34:22] But the next one, we want it to be unlimited. No, I understand that. But what I'm saying is if there isn't a limit to it, there could be topics that we're just discussing ad nauseum and just making the final decisions that much more prolonged.

[01:34:42] That's a concern that I would have as well with adopting Ellie's proposed position of no limits whatsoever on the scope is a concern that if we are negotiating, you know, a dozen new subjects every single round of, you know, every two years or three years, that that is, I fear that that could be a very time intensive process that would result in us not being able to come to new agreements, new effective agreements.

[01:35:12] So I was wondering if LEA or the division had any proposals to go towards a compromise that is perhaps more than just two, but somewhere in between two and infinity.

[01:35:29] Ms. Sullivan and then Mr. Hanson. To be clear, we want this to be a reasonable process for many years to come. So we are not interested in laundry lists. in a way it's going to work best for both sides is to have what's prioritized, which is what we would be doing from our bargaining unit.

[01:35:47] So even if there were 20 items that are very popular and wanted, it would be reasonable to think we would want to bargain a reasonable amount. So we are not interested in a laundry list every year a contract is bargained.

[01:36:05] But we're also not interested in being hemmed in and making it more challenging to make sure all employees have a chance to have something that's meaningful in what is adopted in their bargaining. And just for some information, there were a limited amount of bargaining items in other districts.

[01:36:29] Richmond, Charlottesville, Alexandria, Fairfax, and Albemarle started off with a limited number for their first round of negotiations. After that, there were no limits at all in Prince William and Arlington. Thank you. Mr. Hanson.

[01:36:44] Thank you. I threatened Dr. Rasheed with sharing this in our last meeting, but have life of a middle school teacher. Our interests as middle school teachers are going to be significantly different than an elementary school teacher.

[01:37:03] We don't, for us, duty-free lunches is not a big deal for the most part. That is a huge deal for elementary school teachers. For us, something like, I came from Fairfax. Fairfax middle school teachers teach five academic classes. That's generally the case in this area.

[01:37:23] Loudoun requires us to teach a sixth. High school teachers, they only teach five, but that sixth for middle school teachers means that we don't have any time outside of class, other than our planning time, to support students who need additional help outside of class.

[01:37:44] Uh, we, um, most teachers choose to spend that, uh, that planning block. And I'm going to make sure everybody understands planning. That's CLT meetings, that's IEP meetings, that's 504 meetings, uh, and, and, and planning.

[01:38:00] Um, so that's probably the number one issue for middle school teachers, uh, to have some time in our school days to support students who need extra help outside of class time. That's not going to be an issue for elementary school teachers and high school is going to be different yet.

[01:38:18] So having limits on the number of items that can be subject to negotiation that are too low means that I'll probably be retired before some of these things are addressed. Thank you, Mr. Hanson.

[01:38:35] That is useful perspective. And if I remember correctly, the current certified class for bargaining is licensed educators. and it's not subdivided by level of elementary, middle, or high school, correct? Ms. Chairman, did you have anything?

[01:38:55] Ms. Boland. I just wanted to add a point, too. I know that while we're looking at this resolution, we're looking at LEA's letter and comparing these eight topics that they would like us to consider.

[01:39:11] But I do want to make sure that we all understand that this resolution that the board will adopt will apply to any and all organizations that may come in so whereas we may have a working relationship with lea we may not have a working relationship with another organization that comes in so i just want us to keep that in mind too that this has to be prepared to apply to any and

[01:39:39] all organizations that might come in to represent ms willoughby did you want to add anything i'll just share that I'm hopeful that there can be an agreement on a number, you know, that's more than two, but again, less than infinity, so that we can make meaningful change for employees and not get bogged down in the work. I think by having some number in there helps

[01:40:15] prioritize the work around the table. Thank you. Dr. Rashid? Ms. Chaudhry? So I just want to echo what's just been said, because the resolution is a general document that's going to apply for a long time when even many of us around this table aren't going to be here and for organizations that may come in that aren't LEA.

[01:40:44] So I think that's a really valid point that we need to keep in mind that this is for the good of all for many, many years. So while we may say, considering the people who are around the table, that we're going to be reasonable about it and when you are given a laundry list of 25 topics that as leaders right now you would say, okay these are the five we're going to deal with this year. But we don't know if that's what will happen five years from now or seven years from now. So I think we do need to keep that

[01:41:20] in mind. Ms. Sullivan. I just want us to keep in mind too that the current status of the resolution has in place mediation in past proceedings. So there are safeguards and processes in place to make this move forward in a productive, meaningful way.

[01:41:45] Dr. Rashid? I have a question, rather a comment. The only concern I had was how do you put a number on that? Like if you were to go from two to infinite and understanding the differences in elementary school needs versus middle school versus high school, my main concern is how do you come up with that number and what determines that?

[01:42:09] That's something I was thinking about also while listening to the conversation. And I think to Ms. Brené's point from earlier, we could potentially add some language if we were able to agree on a number of conditions that would be subject to negotiation.

[01:42:27] We could do it per class of employees, of certified classes of employees, two or three or four or whatever per certified class. But then that doesn't address Mr. Hansen's point of the needs of educators of different levels having different needs.

[01:42:44] And then just the two, how did we come up with two? I just want to know maybe it's just something that how that parameter was set. Does anyone know how we came up with two in the draft? Thank you, Madam Chair.

[01:43:09] In the creation of the draft, there were actually four options that were presented to the LNP committee. They are listed on the top four rows of this chart. I know it's difficult to read, but again, anyone has access to this chart.

[01:43:24] It's on the November 28th, 2023, sorry, excuse me, November 27th, 2023 LNP meeting for those who don't immediately have access to this display. And there were several options.

[01:43:40] One was kind of a laundry list of items to select from. And then the other ones thereafter included up to three bargaining topics was option number two. And then options three and four had a maximum of four bargaining topics as well.

[01:43:57] So the thought was two and two. And that generally is, in looking at other divisions, consistent, you know, Charlottesville public schools, So if we scroll down, Montgomery County Public Schools of

Virginia, not Maryland, as well.

[01:44:16] And it appears Fairfax County Public Schools had up to one working conditions topic selected by each party, so they had two. But I think in terms of how we derived at that number, it was kind of consistent in looking at other divisions.

[01:44:37] But again, this is very new and nascent in Virginia, so everyone's learning as we go. Ms. Brené? Thank you, Mr. Allen. The trend is to limit in the first collective bargaining agreement, and then there are no limits.

[01:44:58] That's the trend, so I can rattle off some of them that are, there's just a lot, and I know that there's just a lot of districts. That seems to be the trend. You definitely limit the first one because we're all new at this, but then you don't limit subsequent collective bargaining agreements, because now we kind of have our, we get it.

[01:45:20] We have our sea legs. Thank you, Ms. Brené. I noticed that also, that according to this chart, many, although not all, local jurisdictions who have gotten to and past this point, the point that we are currently at, placed limits on the number of issues to be negotiated in the first round of negotiations, but then did not place limits on the issues that could be negotiated in subsequent agreements.

[01:45:47] But there were at least two exceptions, I believe. And there are more districts that have gotten, you know, since this was published, there are many more. So is LEA agreeable to limiting the first round of negotiations to four topics?

[01:46:24] Because I noted your letter seems to be, as Ms. Bernay pointed out earlier, seems to be specifically most concerned with the last sentence referring to the limitation of two in subsequent rounds of negotiation.

[01:46:42] Yes, we would stipulate to four in the first collective bargaining agreement. Although I will mention that Alexandria is currently using six in their first round. And do you know what Alexandria has agreed to for subsequent rounds?

[01:47:02] If there are limits, they're also unlimited in subsequent rounds. So for the division, not that we need or should or have to do what all the other districts are doing, but we do often look to what other districts are doing as guidance for how we think we should proceed.

[01:47:30] What's the concern for the division of having, I mean, I know, I think I understand, but if you could say a little bit more about the concern for the division of having unlimited issues available to negotiate in subsequent rounds, and would the division have an alternative proposal if the division feels so very strongly that there needs to be some limit on number of issues, is there a number that is more than two that the division would be comfortable with

[01:48:10] or some other way to address the concerns that LEA has raised? Ms. Bowen? So I think it's hard to look to other divisions for this piece. We can look at what they're doing, but we have no idea how it's going to actually work in practice, right? Because no one has done it yet. No one has gotten to that point yet. So we have no idea how to list pros and cons. So we can look at the resolution, yes, and we should,

[01:48:42] and talk through it. I think from my perspective, I think there is absolutely room for negotiation in the number of topics. I am still very hesitant to go to no limit for all of the same reasons

Um, I know that we have a mediator. I know that, but again, that is potentially an extensive process. It's also a costly process. And the only individuals that are impacted by the length of

[01:49:18] time, um, is the, is the employees. So if we can be intentional in regards to the number of topics each time, even if it's more than two, um, I think we're at a, we have a greater chance at coming to consensus and impacting employees and their work environment in a positive way more quickly than having an unlimited number of topics.

[01:49:48] That could be non-starters for whichever side of the table. Thank you, Ms. Bullen. Ms. Willoughby, did you want to add anything? Ms. Sullivan. I'll just share two items. One, that Richmond is currently on its second round of negotiations, and as the resolution is currently drafted it requires agreement by December 1st so there are limitations it is not until we get through every item there are limitations so that budgeting and moving forward

[01:50:23] with other items can occur so I don't believe we have that language in our current resolution or do we have that language in our current resolution I should I should have started off by just asking that as a question do we have similar language in our resolution and does anyone know where where we find that and what the language is? Madam Chair, I believe it's section 8A, which is

[01:51:03] lines 564 through 570. Thank you, Mr. Allen. Negotiations must begin by April 15th and conclude by December 1st. Ms. Willoughby. While that language is there, I think I view it through the lens of even more reason why having some type of a cap to prioritize our work, obviously as it you know as it alludes to a budget process you can imagine the process behind the very

[01:51:42] difficult decisions and prioritizing what goes into a budget I'm even just looking as we are on our two and how far we've made it through our agenda today as being indicative of how difficult this process would be and so when we really start talking about you know material items for relating to our employees, I do worry about having the time diluted on a variety of topics versus, again, just being able to prioritize. Thank you, Ms. Willoughby.

[01:52:14] Ms. Chairman, did you have a hand up? I'm sorry. Sorry to catch you at an inopportune moment. Similar to what I asked Ms. Bulland, I would also ask LEA, is there, by understanding that you would prefer there to be not any limits on future rounds of negotiating topics You know, would LEA be open to some sort of, to picking a number that would be a compromise for future rounds?

[01:52:47] I would say I don't have a number to suggest and would still like to keep it open, but this is an item that the bargaining teams could prioritize each round. So it wouldn't have to be stipulated a number in the resolution, but language that would say that this would be a decision that the bargaining teams make at the outset of bargaining each time it occurs.

[01:53:09] Well, I know we don't want to, we're not going to hammer out every detail in the resolution because we will obviously need to leave leeway for the bargaining groups to bargain.

[01:53:31] I do have some concern, echoing what Ms. Willoughby said about negotiating the number of topics. If we say it's unlimited but the bargaining teams then have to agree on how many topics, I'm trying to think forward through the process in the future, the teams agreeing, having to negotiate over how many topics they're going to, can be addressed, and then which topics before getting into the actual substance.

[01:54:03] I don't know, it gives me some concern about being able to timely move through an agreement, but I'm, you know, obviously far less educated on the process than just about everyone else here. Mr. Hanson.

[01:54:19] I'm just going to make a suggestion. I mean, if we're concerned about getting bogged down in a second or a third collective bargaining agreement negotiation, even with the impasse provisions in there, I think it's certainly doable to expand our number for a second round.

[01:54:40] And I think we can all see how reasonable we might be through a couple of rounds. And then after that, as a compromise suggestion. Thank you. What do other people think about that?

[01:54:57] Would parties consider, rather than being immediately unlimited in subsequent rounds, having some number that is larger than two in the second round, and then perhaps gradually moving up in subsequent rounds of negotiation, as Ms. Brené pointed out earlier, as we presumably get better at the process and more familiar with the process and hopefully can move through it more quickly.

[01:55:28] Dr. Rasheed. Just going to add, yes, that would make a great assessment, too, for us to see what the needs are. I think I had mentioned middle school versus high school and all that detail, so that can help give us a better assessment of that. Thanks. Thank you.

[01:55:44] Ms. Bernay. Like 30, you know, hoping that classified comes in very quickly. Imagine the different, like I've just thought of the ones off the top of my head, but TAs, I mean, we can go on. bus attendants versus bus drivers like there's a there's a lot of people so you know however many how many families of workers are there under classified multiply that by two or three that would be a great number or we or it could the language could be something like a number of

[01:56:19] topics per classified group of employees as a thought ms willoughby obviously being new to this as we all are i guess i'm just trying to even think about what that would look like of having let's just say 30 and all these topics come forward in such an abbreviated period of time of how I guess I'm struggling with just the actual process itself and the fact that I would imagine that these are complicated topics which is why they're coming through you know through through this process versus something that could have been you know handled perhaps

[01:56:56] through HR or through the budget process separately so recognizing that these would be the more complicated um topics again i i guess i'm i'm struggling with just even thinking about 30 topics of how how much time realistically could we do um you know justice to those items dr chaudry miss chaudry um i just think if there's a limit it would make both sides um be more efficient at

[01:57:35] coming to negotiations and coming to decisions because as I'm hearing you say you know the elementary school teachers issues are different than the middle school teachers than the high school teachers but like I think we're going to have to deal you know you have to start with teachers because otherwise you're never going to get out of your own committees of who are we going to support this year is it going to be the middle school teachers or the high school teachers and I would say same for um those who are not licensed staff in the county there would be general issues

[01:58:12] that you know if we start subdividing between bus drivers and sped tas and library tas that's going to get us so bogged down so in my opinion if there's a limited number of topics that can be brought up whatever that is two five six whatever it'll be easier um it'll be more efficient i would never go for easy

um considering the window that we have to say we can't bring all these things up we got this many let's prioritize and i think that'll cut down on the amount of time

[01:58:50] it'll take for your membership to come to the table i think that's a good point thank you and and keeping in mind that it is it will be cumulative right we won't be able to address all issues that affect all employees in one round of bargaining but we would be adding issues as we move forward not removing any of the ones that were previously agreed upon ms sullivan i don't want to speak for everyone but i believe this would be new to everyone at the table so we

[01:59:27] understand that this would be new and they're going to be challenging discussions and having to come to agreements and concessions on both sides that is going to be part of the nature of the work. But I believe both sides will come to the table committed to the work and coming in good faith. And I just worry about limitations, keeping out the voices that the goal is to have at the table, is to have the educators. And I'm not asking for a laundry list of 30 items. But I am saying we need to be open to the process of being able to prioritize what's important to people in the

[02:00:03] bargaining unit and giving their voices a chance to be included in whatever is included in the priorities and that can be determined by the collective bargaining committee by the bargaining teams when they come together in good faith to do the work for lcps what if we included as mr hansen suggested some an increasing number of topics through subsequent rounds of negotiation but also include a clause along the lines of, you know, for the second round there will be six topics or whatever,

[02:00:44] unless the bargaining teams agree that it is necessary to address more topics than that. Ms. Bernay? So you're suggesting that we say a number, but then we leave room in case there are more?

[02:01:05] Yes, trusting, as Ms. Sullivan said, that everyone is coming to the table in good faith and hoping that if there is a decision that additional topics need to be addressed, that it would be a limited number and with a pressing reason to go beyond whatever the original, whatever the language is that we say for a round of topics.

[02:01:37] Mr. Hanson. And I just want to be clear that my suggestion was not to have a numerical limit in perpetuity. I mean, I think at some point, whether we've got a two- or a three-year contract, at some point, probably long after I'm retired, that this school division can get where lots of other school divisions are and, in good faith, negotiate concerns from both sides, and that there, at some point, needs to be no limit.

[02:02:06] That's what my proposal is. Understood. Thank you. Ms. German, did you have anything? I mean, I really agree with what you said. Maybe grow as, I mean, we all are learning as we're going here, just I'm kind of in the middle. I don't want to say limit, and I don't want to say set a number, but I do kind of feel our way through it and maybe add more as we go.

[02:02:27] And a question, too, is how do you determine the top concerns across three completely different levels sometimes in all different departments? Building rooms. Ms. Brené.

[02:02:44] I'd also like to say that we don't want to deny voices of employees for the sake of efficiency, right? It's much more important that employees are heard. Like, I'm thinking of duty-free lunch comes to mind, right?

[02:02:59] Duty-free lunch. Some people are going to say, well, of course you have a duty-free lunch. No, you don't. Not everybody has a duty-free lunch. So maybe that would be something that we would talk.

Well, there's going to be some employees that are going to say, well, that's not important to me. I already have that, right?

[02:03:15] Or bus drivers are going to say, I don't even work during lunch, right? So where's that for me? Like, right, we want to be able to hear from everybody. Everybody is going to have, well, I don't know, but some people might think their job is utopia, but other people think that they have their issues that things can be worked on.

[02:03:36] I would love to talk to any of those employees who think their job is utopia, how they got to that mindset. Ms. Mullen. So I just want to clarify one thing, because I think we're starting to convolute a little bit. So each unit, each different unit would have a different collective bargaining agreement also.

[02:04:00] So bus drivers wouldn't necessarily, they would be in a different unit than teachers. So they wouldn't, the goal would be that those topics, the four topics, they are different topics than what you're negotiating with teachers. It doesn't necessarily have to be the same topics because it is two separate units with two separate agreements.

[02:04:22] So I just wanted to clarify that piece, too. That's very helpful, Ms. Bulland. The resolution would govern all agreements that would be negotiated, but thank you for that reminder. They would be separate documents, right?

[02:04:40] If bus drivers became a certified group, they would engage in their own separate collective bargaining process with LCPS to come to an agreement. Yes, it would be four, but they would be different four.

[02:04:57] It wouldn't necessarily be the same four. One unit wouldn't dictate what the other unit's first four topics would be. To the concern expressed before of, but the bus drivers have different issues, then the licensed educators, they would be addressed in separate documents.

[02:05:13] They may both be represented by the same union, but they would be separate processes. That's helpful. Thank you. Mr. Hanson. I just had a question. So we would have a licensed unit and a classified unit, correct?

[02:05:29] I think classified is one of the issues that we'll be discussing. But we would have a bus driver unit, classified employees unit. I don't think so. Well, in LCPS, we don't necessarily call them classified employees anymore.

[02:05:47] We don't have classified employees. So I think that that would be a decision that would have to be made, too. We characterize our staff as exempt and non-exempt and licensed. We've moved away from the classified approach.

[02:06:03] So I think that's another piece that would have to be clarified. But the way that I've seen it look is you'd even have to potentially break it down further because units should have similar job duties and responsibilities so that that helps with the negotiations so that individuals have similar topics.

[02:06:27] So when you are looking at teacher, maybe not the levels, but teacher, you have similar topics in general because you have similar responsibilities. You're on a similar contract. And so the goal would be that, yes, you would break it down into units where individuals have similar job responsibilities or similar contract or similar calendar.

[02:06:47] I'm oversimplifying, but that's the gist. Thank you, Ms. Boland. Ms. Sullivan. What's already stipulated in the resolution is that there would be two bargaining units, certified employees and non-certified employees, and that is not an issue that LAA has with requesting there to be more bargaining units.

[02:07:07] So as stipulated with what is currently in place is there would be, or eventually would be, two bargaining units, certified employees and non-certified. And I just want to, it's on page eight. The board shall recognize only the following bargaining units of employees, certified and non-certified.

[02:07:29] So does that language need to be changed? That is beyond the scope of our mandate from the committee. Ms. Brené, you had a hand up.

[02:07:46] I don't think that we should change, or should we change that? No. So if we keep it that way, the way it is, then even more reason, when we're talking about the non-certified, they need to have, because there are so many job families within that classification, we need to have a lot.

[02:08:08] Unlimited would be, in my head, especially pertinent to that group, actually, but I'm not in that group. If you could pardon my ignorance, Ms. Mullen, could you please remind me of the difference between certified and non-certified?

[02:08:25] employees for LCPS definitions? So again, this wasn't necessarily my draft. So I may need to lean on support or garner some assistance or even come back. But my understanding of certified and non-certified would be licensed and non-licensed.

[02:08:50] Apparently, it's in the definitions on page 3. Thank you, Ms. Willoughby. I see. So on page 3 of the draft, starting at line 74, and then non-certified is at the top of Page 5, beginning on line 138.

[02:09:29] Madam Chair, if I can add another point of clarification. Yes, Ms. Johnson. Thank you. This is going back to before. I know we're looking at a different definition right now, but working conditions, one of the things that might be helpful is to also consider that it is not actually defined what a working condition is.

[02:09:53] And perhaps defining that would help also frame what you're considering in terms of what those working conditions are. And that would give you a better idea of context in terms of trying to identify then whether you want to place these types of limits on the topics that should come out of those working conditions, if that makes sense.

[02:10:11] Thank you, Ms. Johnson. My understanding was that the language that we're discussing on page 5, lines 156 through 164, is under the definition section of the draft resolution for working conditions, although it does not specify specific examples of a working condition that may be subject to negotiation.

[02:10:37] That's correct. The working conditions as a concept is not defined. It's more so telling you how the, I guess, the process is going to go. So that's one of the things that might need to be considered or fleshed out as you move forward in identifying topics. There's a term of art to working conditions where you're talking labor negotiations.

[02:10:58] And is there kind of a standard definition, or is that something that would be subject to some potential controversy or disagreement if we were to include a definition, as you suggest? I believe that would be up to the committee to decide.

[02:11:16] There are certain, you know, there's some guidance that could possibly be provided. I'll defer to Wes, Mr. Allen, on that. But yes, Virginia, since this is so new, you know, it's not really defined anywhere. So I think there's some leeway with the board on how they want to define, or it wants to define working conditions, and therefore, consequently, what this committee wants to recommend.

[02:11:39] - Thank you, Ms. Johnson. Mr. Allen, did you have anything to add to that? - I don't, other than maybe to provide additional context here, and Ms. Johnson can say whether I have this incorrectly or not, but in terms of other bargaining, it's my understanding that working conditions may be defined by statute or regulation as to specifically what that entails or details, Because Virginia's collective bargaining statute is in the nascent phases,

[02:12:15] it does not articulate those specific subjects that would fall under working conditions, which is why we are where we are in Virginia. And you see that it's somewhat nebulous in terms of working conditions as defined and other collective bargaining resolutions as my understanding that it's defined as kind of, quote, negotiated topics left up for labor and management and the boards to negotiate.

[02:12:44] Yes, so to build on what Wes is saying, that's correct for the most part. But usually you do, you have a statute that will actually define the term working conditions or state what is not a working conditions. Or you also have some judicial interpretation of what that is. Again, this is such a new concept in Virginia, and the statute is so bare that that term is not defined.

[02:13:04] So I think there's going to be left up to you all to make that recommendation to the board on how that term should be defined. But that would help in framing what now is a, now that we know what a working condition is, what it's defined as, then what topics would fall under that?

[02:13:20] I think it would better help frame your discussion in that and give you a better idea of what scope you're dealing with in terms of identifying topics in the first place. Thank you, Ms. Johnson and Mr. Allen. Ms. Sullivan. I would like to see if Ms. Allen has any information she would like to share about working conditions.

[02:13:45] Thank you. Ms. Allen. I can just tell you if this body would like to see examples of how it's been defined by other school boards and their collective bargaining resolutions, I can provide them. I have Richmond's in front of me right now. They included wages, which may include salary stipends, bonuses, development and application of salary schedules.

[02:14:05] Hours and scheduling, which may include establishment of the workday, week, planning time, flex or comp time, and additional duties. Retirement, which may include payments for accrued leave and participation in group benefits. Benefits, which may include participation in group health plan, dental plan, and disability and other insurance plans.

[02:14:25] Health and safety issues, which may include safety equipment, work environment, and procedures in the event of communicable diseases. Work rules, which may include procedures for reporting absences and qualifying for leave, planning time breaks, and lunch periods. Evaluations, which may include observations, walkthroughs, goal-setting procedures, and communication of evaluation results.

[02:14:46] Discipline, which may include policies and procedures for letters of concern, reprimands, administrative leave, suspension, and dismissal. Other terms and conditions of employment, which may

include lesson plans, flex time leave, calendar development, lead teacher, and other building level appointments, and coaching contracts.

[02:15:03] And the last was quality of life issues, which may include additional duties, access to employee assistance programs, and extracurricular activities. I think that's probably the most comprehensive definition you'll find among your colleagues and other school divisions.

[02:15:21] Thank you, Ms. Allen. So before we get too far afield of going into looking at some of these other questions, my understanding is that our directive from the committee, from the LAP, Legislation Audit and Policy Committee, was to specifically and exclusively address LEA's eight items or six-plus-subparts items identified in the letter.

[02:15:56] And while I did ask the question of, well, what if we think that there are some other things that maybe need to be changed that is outside of those, my understanding is that the directive is that we, for now, focus on these items in the letter And if we collectively feel that there are other aspects that we would like to change, that we would potentially need to go back to the committee to raise that issue with them.

[02:16:29] Now, that being said, if we're debating whether we need to have more definition or more context around what working conditions means, that is arguably part of our directive since this working conditions paragraph is specifically one of the concerns raised by LEA.

[02:17:00] But we have, I feel like we have gotten, we've gone far from where we started with this, with this topic, which was starting with number of topics subject to negotiation in subsequent rounds of collective bargaining.

[02:17:21] So if we go back to that, the most recent suggestions that I recall were we have the topics for the initial round of bargaining agreed to be four, and then a proposal to potentially change the current language, which now suggests or limits subsequent rounds of bargaining to addressing only two additional bargaining topics to change that language

[02:17:59] potentially with a number that is more than two for the second round of bargaining per contract, so per certified group of employees, a certain number of topics per certified group of employees engaging in collective bargaining, and then increasing that number of topics subject to

[02:18:33] negotiation in subsequent rounds of contracts, eventually resulting in no limit at some point. So I'm interested in feedback on the idea of a compromise like that.

[02:18:51] Ms. Sullivan. I was going to say I'd like to suggest a limit of six for the first collective bargaining agreement as well as the second collective bargaining agreement and then no limitations after that. And are there other, Ms. Bernay?

[02:19:13] I would not like to limit the second one to six. I would like to go back to that 30. I thought that was a good number knowing that we will have classified employees in there and their issues are, if there's only two groups, which apparently there's only two groups, the non-licensed are so many different kinds of people, so many different kinds of employees, so many different issues. Thank you.

[02:19:42] And is the current certified class that will be bound by the first round of negotiation, is that the certified, the non-certified?

[02:20:00] No, I don't understand all the terms. I'm sorry. A little guidance. I guess what I'm asking is to the extent that, and I see your point that if the group that is being represented in the collective bargaining

is a group with beyond the differing needs of licensed educators at different levels, but with vastly different job descriptions and responsibilities as athletic trainers, bus drivers, educators.

[02:20:35] I absolutely see the position we need to be able to raise more topics because they have these different needs. Is the group that is currently certified for whom LEA collected sufficient signatures to engage in collective bargaining. Does that group include all of the, would that group include the variety of? No, and this is where I think we need greater clarification, because when we say

[02:21:07] certified and not certified, it's two separate groups. The group that is currently acknowledged as a unit is licensed staff, which is not all encompassing of certified staff, I believe.

[02:21:31] So this is where I would need further clarification. In my mind, it feels like, yes, there are these two buckets of certified and non-certified, but the current group does not fully encompass all of our certified employees, if that makes any sense.

[02:21:52] Somewhat. It's very confusing because we have the certified employees, the group of educators that is certified, has been certified to engage in collective bargaining through the collection of the signatures demonstrating their interest in collective bargaining.

[02:22:09] To be using the same language in this agreement for certified and non-certified, which seems to be for a different purpose, is confusing. Thank you for that clarification. So as I see it, and Mr. Allen, you can correct me if I'm wrong, under these definitions, there could still be units that meet those two definitions, but could have multiple units, certified units underneath of those two definitions, if that makes any sense.

[02:22:47] So under certified employees, we could have licensed teacher staff, whatever that bucket looks like, how we're defining that bucket. And then there's also certified employees such as social workers, school psychologists.

[02:23:05] Those are not in that current bucket. That's my understanding, but I would ask Mr. Allen to clarify for me. For that, Ms. Sullivan.

[02:23:20] I would just like to say I'd like Ms. Allen to explain, because these are two separate issues. One, the certification process of our authorization cards and what's stipulated in the contract. So if Ms. Allen could expand on that. Ms. Allen and then Mr. Allen, please.

[02:23:40] Do you want to go ahead? Go first, sir. Just to close the loop on Ms. Boland's comment first, I do agree with that interpretation. And the other definition we're leaving or that hasn't been discussed today is the bargaining unit definition, which is on page three, line 63 to 64, which defines a bargaining unit as a group of employees who share a community of interest and may reasonably be grouped together for purposes of collective bargaining.

[02:24:08] And so within the definitions of certified or non-certified, given that those are the broad umbrella terms, it's really then articulated here that each bargaining unit, given their shared community of interest, those are those subgroups under those umbrellas.

[02:24:28] So it's not necessarily, at least in our read, that it's limited to just the umbrella terms of you're either a certified employee and you have a collective bargaining agreement that applies to you versus a non-certified employee who has one overarching collective bargaining agreement that applies to all of them.

[02:24:46] Rather, each collective bargaining unit would have a collective bargaining agreement based on their election of a union. Thank you. And I do think that clarification is important as we're talking about these numbers, right? Because as we're talking about these numbers, if we are bucketing, then yes, to Ms. Brené's point, those interests could be vastly different.

[02:25:08] But that is not typically the way that a collective bargaining unit comes about. They typically have these areas of interest as is defined. Thank you. Ms. Mullen and Mr. Allen. Ms. Allen. Yeah, I think I can just clarify, hopefully.

[02:25:27] I think there's confusion in what happened leading up to this point. Nobody was ever certified as the terms being used in this resolution when you refer to certification of an exclusive bargaining representative to represent a bargaining unit of employees.

[02:25:43] That hasn't happened yet, and it won't happen until there's been an election that's triggered and an election that's happened and a majority vote for exclusive representative. What happened before this was verification of Sandy Sullivan's affidavit, her sworn statement that LEA had gathered support from a majority of employees in a bargaining unit that we, LEA, deemed appropriate for collective bargaining.

[02:26:08] That's what the statute allowed us to do. And Division Council at the time and VEA's general counsel and representatives of LEA met and verified the veracity of that sworn statement. We produced our authorization cards at that point. The bargaining unit that we declared appropriate was classroom teachers.

[02:26:30] The board thereafter drafted a proposed collective bargaining resolution. It defined its bargaining units very differently. And the way that I read it on page 8, sorry about that, line 279-280, I don't see subgroups of non-certified employees as a possibility, nor do I see subgroups of certified employees as a possibility.

[02:26:58] Because you've worded it, the board shall recognize only the following bargaining units of employees for the purposes of collective bargaining. Number one, certified employees, and as you've already pointed out, that's a defined term within the resolution. Number two, non-certified employees, that's also a defined term within the resolution.

[02:27:17] And the way that the board opted to define those terms in this draft is completely disconnected from the way that LEA, from the verification process that LEA already went through. So that process, it doesn't matter anymore, right?

[02:27:36] you're moving forward from what you have in this resolution. There's no such thing as a group that's already been certified. No group has elected LEA in any way, shape, or form yet. They allowed us to require you to vote on a resolution because that's the convoluted way the General Assembly wrote the collective bargaining statute, right?

[02:28:01] But that's done. That process has been completed. So moving forward, what has to happen is, again, sufficient employee support in each of these two separate bargaining units, an election in each of these two separate bargaining units, and depending how each, you know, the outcome of that election, thereafter, negotiations for a collective bargaining agreement, and you're right, it would be one agreement for certified employees, that bargaining unit, as it's defined in your resolution, a separate

[02:28:34] Collective bargaining agreement for your non-certified employees bargaining unit. I hope that's helpful. Thank you Ms. Allen I do find your in your information in addition to Mr. Allen's and Ms. Bolin's very helpful There seems there seems to be as you said Ms. Bolin this this language of the bargaining units does seem to be very much tied into resolving this issue with number of

[02:29:06] Conditioned subject to negotiation is there is there a feeling that these? Categories in section 5 on page 8 don't fit should be revised Miss Sullivan, I believe they're okay as stated it is a different mindset from the collection of the cards and Certifying those cards, but these are two well-defined

[02:29:44] bargaining units that fit within LCPS Thank you. And the definitions of certified employee and non-certified employee that appear on pages three and five. Ms. Mullen.

[02:30:10] I think we will ultimately need to clarify because the way that I heard it, Mr. Allen and Mrs. Allen's explanation, they were at odds with one another. They were not the same definition. And so for in how we're reading those two sections or those definitions and so i i do think ultimately the board um is going to need to clarify um

[02:30:43] if we're at odds in in in how we are reading it in order for us to move forward thank you maybe it's just me i i i suppose i didn't hear it as being so much in conflict so i was wondering if if someone could say a little bit more about that what i was listening for i'm obviously i'm thinking like give me a number how many units to then multiply times four you know like to determine

[02:31:19] scope what I heard Mrs. Allen describe as a cap of two so two agreements so that two groups going forward would have unlimited or if we if there was a cap on those subsequent years of let's say six then those two groups in subsequent years could add you know six each 12 going forward what I heard from Mr. Allen is that it's not two that those two main groups of the certified and non-certified could be further broken down which I didn't hear like a quantifiable amount but that it could be

[02:31:53] broken down further which then would be even more concerning in terms of is it six is it 30 is it unlimited of how many units you know so each each agreement times however many numbers we're talking about. And for me, I think having clarification on how many we're talking about to begin with is really important before trying to determine the numbers that LEA has brought forward.

[02:32:20] Thank you. I see the hands before Mr. Allen and Ms. Allen. Is Ms. Willoughby's restatement to more easily explain to me, is that accurate as to your positions? Is there anything that that you would like to add?

[02:32:41] Thank you, Madam Chair. I think Ms. Willoughby captured our positions accurately, at least as I heard them. Thank you. Ms. Allen? I agree. Thank you. Okay, thank you. Ms. Sullivan?

[02:32:58] So I would just say, LEA is supportive of having two bargaining units, which would result in two contracts. Thank you. And Ms. Brené? Thank you.

[02:33:15] Ms. Chaudry? Just clarifying. Ms. Bolin? So from an employee perspective, I don't think I agree with only having to for the reason that Ms. Brunet stated in when we're looking at non-certified employees in particular, the vast difference in their job responsibilities, their calendars, their pay, their structures in general, it's such a wide gap between one and the other.

[02:33:54] I think it would be difficult if you're looking at registrars or school secretaries, school admin assistants, and then you're talking about bus drivers. That is very vastly different in those types of

conversations.

[02:34:11] And so I would say that I'm not sure an unlimited amount of topics would even do justice. I don't know how you could get to one collective bargaining agreement with that many varying job responsibilities.

[02:34:32] I certainly see your point, Ms. Boland, and I echo the concern of how will there be a way forward to fairly represent all of the divergent interests of the different groups of employees in LCPS.

[02:34:52] That being said, I believe that unless there is a consensus from this group that there needs to be a change to the definition of bargaining units, recognized bargaining units, which if there were, I think we would be in a position to go to the committee and say we discussed this in the course of going through LEA's points and feel that this needs to be changed.

[02:35:27] But if there's not a consensus about this, I think we're stuck with it. So I'm not sure I would say it needs to be changed, but it would be a recommendation that there be clarification just because obviously two sides are interpreting the language differently.

[02:35:51] And this is just LCPS and LEA. You bring in additional possible entities. They're reading the same language, and so there needs to be a clarification in order to ensure we're all interpreting the language the same way.

[02:36:11] That would just be my recommendation. Thank you, Ms. Boland. Mr. Hansen. I just had a question for Mr. Allen. Who drafted this? Was this the law firm, Miss Lardare, the initial draft that came up with Section 5 and then the definitions?

[02:36:30] That would be my assumption. Thank you, Mr. Hansen. I can't speak with any specificity based on when I stepped into this role. It was already drafted in September 15th, so I can't clarify one way or the other. That would be better asked to the predecessor, my predecessor.

[02:36:50] Okay. Sorry. And then my other question is, I mean, do you recognize that this is somewhat ambiguous, right? That we've got the clear language of shall recognize only the following bargaining units, and then you're suggesting that there actually would be subunits beyond those for which there's no language.

[02:37:12] So do you agree that your position is kind of ambiguous here? Thank you, Mr. Hanson. I agree that it would benefit everyone to have clarity around this language, given the varying interpretations.

[02:37:29] So my recommendation would be to add clarity to this. So there's just a harmony and coordinated understanding moving forward for all parties. Thank you, Mr. Allen.

[02:37:46] That being said, is that something that we would propose language within this group or something that we would flag for LAP? Thank you, Madam Chair. I think that's an excellent question.

[02:38:02] Ultimately, it's a decision for the board at large to adopt a collective bargaining in resolution. However, because this is being identified for the first time, really, I think it's within the scope of this issue, I don't think it's improper for this joint committee to discuss it and make a recommendation to the LANP committee to make a recommendation to the board.

[02:38:27] And if there's kind of solidified, crystallized positions on both sides that can be presented before a mediator in a future session, perhaps that's an approach this joint committee may want to

explore. Thank you, Mr. Allen.

[02:38:43] Ms. Sullivan. I guess I want to understand where the confusion is. As the language states in line 279, the board shall recognize only the following bargaining units, and there are two listed. So I don't have an understanding of how that could end up including other groups of subsets in the second item listed, in the second group listed.

[02:39:10] Mr. Allen. Thank you, Ms. Sullivan. I can understand that perspective. I think if it said the board shall recognize only the two following bargaining units, that would be in line with Ms. Allen's position as stated.

[02:39:25] It doesn't indicate that. And so if we're looking to the hearkening back to the definition of bargaining units, then we look at that definition, which implies that there is room for, you know, these are the overarching kind of umbrella terms certified or non-certified.

[02:39:41] But then when we look at the definition of bargaining units, which is referenced in that section 5A, then we look at are there commonalities between, let me get the wording right, commonalities of community of interest and reasonably be grouped for purposes of collective bargaining.

[02:40:00] And I think Ms. Bolin raises a good point that particularly the non-licensed or, excuse me, non-certified employees given their kind of disparate scope of duties then it becomes a question are they within the same community of interest or could they reasonably be grouped together for purposes of collective bargaining and you know under a collective bargaining agreement are they are their interests close enough that they would have the same working condition concerns for the negotiated topics. Thank you Mr. Allen if I understand what you're saying I

[02:40:35] I believe you're saying Ms. Allen's position is, or LEA's position is, this proposal permits exactly two bargaining units for certified employees and for non-certified employees.

[02:40:50] And if I understand your interpretation, your suggestion is this one and two in Section 5 are actually categories. So there may only be one bargaining unit of certified employees and one of non-certified employees, but other units of non-certified employees could be formed.

[02:41:13] Is that, am I understanding your analysis correctly? That's correct, Madam Chair. Thank you. Ms. Sullivan. My understanding is no other school boards who have adopted collective bargaining resolutions have further divided up their group of employees of non-certified employees, that they have one group.

[02:41:39] Thank you, Mr. Hanson. And if that's what you actually seek to do here, would that not require a whole other exercise in card collection? If you're defining additional bargaining units beyond these two, which every other school board has done, just these two, that seems to be opening the door to, well, you're going to need to get cards for bus drivers.

[02:42:07] You're going to need to get separate cards for custodian, or you're going to need to get separate cards for food service workers. I can't imagine that that's your intent, Mr. Allen. Thank you, Mr. Hanson. I guess I have a factual question. I know that the administrative staff of Richmond Public Schools elected Teamsters, I believe, but the administrative – so that seems to me that there was a different collective bargaining unit strictly for administrative staff that's separate and apart from kind of – or within an umbrella of the certified employees.

[02:42:43] And so I believe, if that's factually correct, then there is at least one other school division that subdivides into certified employees and non-certified employees and provides those umbrella terms with other collective bargaining units and collective bargaining agreements underneath them.

[02:43:01] I'm just going to interrupt. We seem to have gone far afield from the scope. How many items for the scope? And I'd like us to cease going down this rabbit hole. I was having similar thoughts, Mr. Hanson, although it does seem to affect the question.

[02:43:26] Yes, Ms. Willoughby. I think what we're identifying is issues with the actual maybe perhaps resolution that need clarification, even as with the very first topic that took an hour and a half of clarification with the card.

[02:43:44] this being such a new process like as everyone has has it has echoed this is a new process and I also while it's helpful to see what other school divisions are doing I've also had some discussions and know that while this may say one thing on paper there they may have different thoughts so I understand where this is going down perhaps of a rabbit hole but I think it's an important rabbit hole so that we can have the best information I personally would like to see a click additional clarification because even just the language we're stumbling over certified versus non-certified and I think I also keep

[02:44:21] hearing where I think we're putting the cart before the horse where we're not we don't have any agreement yet we haven't LA isn't the officially recognized unit yet either like where I felt we kind of keep blurring that line because while it's helpful to have you know LA's voice you know to hash out this the terms of resolution to have you know a very fair and balanced discussion I see that line also being blurred and complicating the discussion as I've heard Ms. Boland keep you know kind of pulling us back to like maybe the 5,000 feet view of hey this

[02:44:58] isn't just about what we're talking about right here at this table we're talking about you know long term so there's been several comments on a need for clarification so is is the is the clarification that we need whether the The intent of this language in Section 5A2, was this intended to be non-certified employees in particular, only one bargaining unit, or was the intent to allow the potential for

[02:45:37] non-certified employees to form more than one bargaining unit? Is that what we're seeking to clarify, Ms. Sullivan? I believe that is what we're seeking to clarify.

[02:45:55] But to be clear, LEA is supportive of two bargaining units. And the language that we're looking at now is LCPS language, not what LEA has brought to the table. So what is being examined is what the past school board had worked with and received from staff, not LEA's language.

[02:46:13] Understood. Thank you. Ms. Chaudry? So I'm kind of going to echo what Ms. Willoughby said. I feel like at this stage with the general resolution, those subdivisions are sort of assumed here later down the road.

[02:46:33] Like when we actually get into contractual discussions, then I do see where people would say, well, not all non-certified employees fall in, you know, they're an umbrella organization with lots of little groups.

[02:46:49] But I'm not sure that this is a point where we sort of see this as an outline and where we need to discuss item A, B, C, D, E also. Like those are, to me, are these the two groups of employees that we have who will be represented in collective bargaining?

[02:47:11] And then when we actually get down to the work, there will be discussion of not all people who are under two need all, you know, require the same things out of a contract. So I feel, correct me if I'm wrong, from a legal perspective, that at this point we can move on with this.

[02:47:40] Ms. Brené and Dr. Rashid. I agree. Let's stick with this language. But that's the reason why we need to have a lot for the second. Right. This is what we were talking about, right? We're still talking about how many topics for the second round of collective bargaining.

[02:47:59] So that's why, because it's so big, that's why I go back to, I know you said 30, but I say, I mean six, I say 30, because it's so many different kinds of people. Right now we have the two groups. Let's move on. This is good. This is good. No one has any question about this.

[02:48:15] This is good. I say 30. Thank you. Dr. Rishi. I agree with what was just said by Dr. Chaudhry and Ms. Brunet. I echo it. I feel like we're losing focus, and I feel like we can revisit this.

[02:48:36] I don't disagree. Before we move away from this topic altogether, in Elie's letter, under expanding the scope of bargaining, we've been discussing the language only under subpart A.

[02:48:54] But there is also a B and C to that point. And part B pertains to a line on page 7 of the printed draft in front of you, I believe. Page 7, section 4, line 232, which shall be prohibited subjects of collective bargaining.

[02:49:20] And part B addresses line 232, which on this printout, I believe, appears on page 7. And then subsection C in LEA's letter pertains to lines 258 and 259, which appears on page 8 of the printout that I have in front of me, to establish, maintain, modify, and eliminate board rules, regulations, and policies, including health and safety rules.

[02:49:52] So those two statements to me seem to go together, and I understand how they interplay with them and the working conditions topic here. So I wondered if we should talk about those lines or if there is appetite to move on to an entirely different issue.

[02:50:13] Ms.

[02:50:36] Sullivan. Ms. I would say for letter 2B from LEA's letter, so the information starting on line 232, I believe this permits the board to narrow what is possibly bargained and would take away in some instances significant attention that would be brought to working conditions which is an important issue which is often highlighted as is more of an important issue with an LCPS when members are surveyed is that there

[02:51:15] are working condition issues that are more concerned than salary for example so I I can I believe we need to maintain letter to be in strike what's in line 232 is Audrey can you speak a little bit more about that like can you give an

[02:51:45] example what are you saying for example class size is often an issue that's one of the biggest concerns of LCPS employees and I believe in reading this that would not be something that could be bargained and I believe that is something that would improve the learning environment for students as well as the working environment for employees.

[02:52:14] So that is the thing that came to mind first when I made the comment that I just made. So there's a, I'm just trying to clarify, so there's a disagreement with the school board's current limitations on class sizes, and LEA would like to negotiate that size down.

[02:52:40] Is that what you're saying? Well, I will specifically say that class sizes are of concern to our members. So the funding of all the positions needed so that there aren't larger class sizes than what would be best for students is what we would want to see.

[02:52:57] Could I ask Ms. Sullivan, I realize LEA has marked number 10 on that list of topics. Section 4 states the board retains exclusive rights pertaining to the following issues and topics.

[02:53:21] And LEA has, is it accurate that LEA has no concerns with any of the identified topics other than number 10 school board rules, regulations, and policies? I think in a quick review of me reading this, I would say that is probably the most important of the issues, but there are other equally important issues, for example, like number six, to introduce new or different services, methods, equipment, or facilities, which would deeply impact what's happening in the classrooms and the work that our educators do every day.

[02:53:57] This is when I was looking through all this material preparing for today this it's all tricky right and that's why we're here but I did feel like this issue is particularly tricky because the board's role is to formulate policies and we can't I mean we were elected to do that we can't delegate that to anyone else but that being said of course the policies do obviously affect impact

[02:54:30] um you know guide the how the educators experiences are in the in the in their employ with lcps and so i i see why lea feels the need or feels that is advocating for these changes on on the other hand, I'm not sure how to, I'm not sure how to tackle that because the board can't delegate our role to anyone else.

[02:55:03] Mr. Hanson. I would just say that our concern is with that clause, that phrase containing the word prohibited, right? So that would prevent bargaining units from even raising those concerns in the context of a collective bargaining negotiation.

[02:55:25] We want to be able to raise them. So these policies, regulations that impact our work and our students' success, we want to be able to raise those. How they're disposed of in a collective bargaining negotiation, we'll see.

[02:55:43] So that's, I think, what we're focused on in this section. Thank you. But would that, so would your position be this list of topics, this list of 13 topics, your position is these should be subject to being addressed in and subject to collective bargaining agreements?

[02:56:14] No, I'm saying that our letter says take out the clause that contains the word prohibited and clarify clause 10 with that language. It's very straightforward.

[02:56:30] Ms. Boland. If I hear correctly, you want to be able to raise concerns with board rules, regulations, and policies within the collective bargaining unit.

[02:56:59] But aren't employees right now able to raise concerns about board rules, regulations, and policies? Sure, as individual employees, but not collectively. We can submit a complaint to the complaint line, right?

[02:57:18] Not collectively. I guess I'm a little confused. I'm a little confused, Mr. Hanson, on what you're, if you're not saying you think these topics should be subject to collective bargaining agreements, what is it that you're, what is it that you, what is it that you want to be able to do that the present language would not make possible?

[02:57:53] I don't know if that question is clear at all. Sure. The present language says, thus the board retains exclusive rights, which shall be prohibited subjects of collective bargaining, including but not limited. So that word prohibit keeps, prevents employees through their bargaining units from even raising them in the context of a collective bargaining negotiation.

[02:58:17] So is what you're looking for the ability to just discuss concerns about? In the context of a collective bargaining. So this language, though, seems to imply the intent is to be able to negotiate those board rules, regulations, and policies, which would mean that the board would not have the authority to necessarily maintain regulations and policies.

[02:58:53] They would be negotiable under this language. Correct. Ms. Willoughby. I wonder if it's a little bit, what I'm hearing discussed is a topic that is impacted by a policy, not the policy itself.

[02:59:14] Because, and I know it's a little bit of semantics, but I think it's a very important point to, as you've described, you know, the school board retains the exclusive right related to policies. But what I hear you describe, Mr. Hanson, is that there could be topics associated with the policy, not so much to negotiate the policy, but topics that are covered by a policy.

[02:59:36] because also we have many policies that aren't just the one-off. They could be very, you know, very encompassing. So I'm wondering if there's some language that takes off that prohibited but draws that connection that there could be impacts, you know, like to negotiate topics that are impacted by policies or something.

[02:59:58] Thank you, Ms. Willoughby. Would that be a potential solution if there were different language to make clear that policies, a collective bargaining agreement cannot change board policy.

[03:00:18] Board policy can only be changed through school board action. But that being said, it certainly is, potentially could be the effect of school board policies, the way that it impacts educators can be discussed and potentially some of the impacts could be negotiated.

[03:00:38] Ms. Sullivan raised one example. I believe sick leave is currently a board policy. So according to this language as drafted here, we would be prohibited from raising that in the context of collective bargaining negotiations, reading the language.

[03:01:01] So that kind of goes to Ms. Willoughby's point about it doesn't preclude the topic, right? And then if the topic is of consideration, the board would then have to make a decision about policy it wouldn't necessarily be the policy it sick leave is a benefit so if benefits are a collective bargaining agreement within this one of the four topics or however many topics leave is a benefit so that would still be up for consideration it wouldn't necessarily be the policy thank you ms bowen ms sullivan and then

[03:01:40] we'll take a break i'll just say along other lines in addition to sick leave for example Well, the reassignment policy, and I'm not sure I'm using the right term, but when there needs to be de-staffing and overexciting, someone needs to go somewhere else, that's in policy. That would mean that was something that would not be touchable within an agreement, those stipulations of what the workday are.

[03:01:59] So whatever these things are, just these couple of examples that we're listing, which is a small list among many, would mean those would not potentially be something that could be bargained, which are large issues for employees. And if my understanding is correct, and maybe Ms. Allen can correct me, but that the school board would vote on those changes that would have to come to the pile.

[03:02:21] That would become in place due to the collective bargaining agreement. Thank you, Ms. Sullivan. Ms. Allen, did you want to add anything before we take a break? Sorry, I was just looking for the page.

[03:02:40] Your resolution does provide that a collective bargaining agreement has to go to a school board vote. Yes, it's page 17, paragraph B, line 669. An agreement is forcible and effective when it is ratified by the board.

[03:03:00] So to the extent that there's a concern about the board's authority and whether it's delegating policymaking authority, you're voting on a collective bargaining agreement as you vote on any other policy adoption or policy change.

[03:03:17] It goes through the exact same process. Nothing's being delegated. thank you time flies um let's take a five to seven minute break i'm sorry miss renee you know

[03:05:51] test test all right if i could ask everyone to start making their way back perfect temperature

[03:12:56] for me sure that's coincidence all right so just um as a reminder we do have to be out of this room by one o'clock because there is another it is reserved for another purpose beginning at one 1 o'clock, and since I neglected to email the dates in advance for the mediator, we do have our next meeting for this group is already scheduled for May 2nd from noon to

[03:13:33] 4 o'clock back here in the admin building, and there have been some suggestions that we should go ahead and discuss another meeting date in the future, which I do think makes sense since we have quite a ways to go through talking about the substance of our tasked discussion items.

[03:13:57] So if we want to try and work around the dates that the mediator is available, the mediator is available on May 16th or 28th and then on June 13th or 20th.

[03:14:15] So if we wanted to look at those as potential starting dates, May 16th and May 28th, or June 13th or 20th. May 28th is the first day after the Memorial Day weekend.

[03:14:34] It is a Tuesday. May 16th is a Thursday. And then I know once we get to June, it starts to get complicated with end of year and graduations and finishing out academic year things.

[03:14:52] But June 13th is also a Thursday, and June 20th is a Thursday, and it would be my least preferred available option. Ms. Boland. Ms. Donoghue, do we have time frames, designated time frames on those dates? Thank you, Madam Chair.

[03:15:10] My understanding is that the potential mediator is holding the day in its entirety for this. So I think it's in our discretion, at least for the moment. But if we don't book something with him, he will fill up.

[03:15:27] So we may be restricted if we can't come to an agreement on a date. Ms. Chaudry. I suggest we go for the earlier dates rather than the later dates so we can keep this going. So the first suggested date is May 16th.

[03:15:46] Does Thursday, May 16th, whatever part of the day, work for people? Mr. Hanson. Our SOLs start. So afternoons would be better for at least me as an all-hands-on-deck for SOL proctoring.

[03:16:10] So afternoon of May 16th? All day for the 16th, I think, works for myself. Okay. Ms. Bullen. I think the 16th all day works fine for me, too.

[03:16:25] I would be hesitant on May 28th because it would mean we would have to cancel cabinet again. I might get in trouble for recommending that. So we've got some May 16th yeses. Ms. Bernay?

[03:16:40] May 16th, I might suggest just, you know, I think subs can proctor SOLs. Yes, they can, but, you know, the principals may not always be thrilled with people taking professional leave.

[03:17:01] We've been directed no leave during SOLs. So I just need to take care of some things with regard to that. My committee meeting, the committee that I chair, has a meeting scheduled that evening at 5.30. So since I will already need to be here in the evening, I would prefer the afternoon of that day compared to the morning, obviously, if it works for the rest of the group.

[03:17:25] Ms. Chaudry, Ms. German? I'm available that day. I'd prefer the morning just because I have young children in elementary, so I have to figure out child care while I'm here during a meeting for someone else to... Ms. Chaudry. So do we only want to have a half-a-day meeting?

[03:17:43] Do we want to make it a little longer? I'm just like, it's so hard to get dates. We go through this every time, and I don't think that a principal can call. I don't, I'm not going to speak for anybody else. Anyway, I'll make whatever needs to work.

[03:18:04] Conflicts with the 16th, any conflicts? I realize child care may be an issue. Okay, and so Ms. Chaudry threw out the suggestion, or the thought of, do we want to book four? full day? We do. We want to book full day. Okay. Yes. Um, Ms. George. You guys, no, you don't have

[03:18:34] a meeting. Can we start a little later? 10 maybe? Great. Okay. Five.

[03:18:53] Hard stop at five. All right. 11 to five on May 16th. Does that work? And Ms. German, we can arrange for remote access if, if that would be helpful so that you can still participate. I have two elementary age myself. I

[03:19:19] feel the pain. 11 a.m. to 5 p.m. on Thursday, May 16th. With the mediator, I suppose. Or, I don't know, can we even book him if we haven't worked all of our way through the initial discussion? Mr. Allen?

[03:19:41] Thank you, Madam Chair. I was just going to raise that. We would need to articulate kind of the solidified positions that have been explained. I think we have a couple already that maybe want to spend the rest of the time kind of just making sure we get those, we can present that to him, and that way he can say, yes, I'm going to address these three topics or such based on these positions, and then come ready to hit the ground running on May 16th.

[03:20:09] Okay. Thank you, Mr. Allen. So my, I suppose my possibly naive goal was that we could come to some compromises today, and while I don't think we quite got there on the issues that we've discussed I do think for me it's certainly been very helpful to hear a lot more information about the different positions on these issues and the reasons why the interested parties have the

[03:20:43] positions that they have I feel like even if we can't come to a compromise I do aside from apparently that is what the mediator will expect from us I hope that that will put him in a in a him or her in a better position to help us come to some compromises or agreements, really understanding the importance of these issues and the potential burdens that one outcome or another will place on different interested groups.

[03:21:14] So we do still have 25 minutes. Did anyone want to say anything additional about items 2, B, and C about the scope of bargaining and the vis-a-vis school board policies.

[03:21:36] I felt like I have a good grasp of LEA's concerns. This is one that, unlike many of the others, where I have to ask, why is this important to the division? This obviously affects Dr. Rasheed and I as school board members ourselves.

[03:21:53] And if there are not any other comments about that topic, no? Ms. Bullen. Sorry, can I just go back? And I just want to say, like, for the dates and times, if either of you are having concerns and need sub-coverage or conversations with principals, I am certainly in the correct seat to assist with that.

[03:22:23] So please feel free to let me know. I do have two older daughters, but... I have a different foster puppy now.

[03:22:41] You're just part of the kids in Wes's office. Okay. Could I just add the non-negotiable topics for 2C? I think I would be disappointed if topics were excluded, like class size and all that, that we couldn't talk about that, whether the board voted or was about to vote. I would just hope that topics like that would be up for discussion.

[03:23:07] I don't know if that makes a difference or? It does. Absolutely, it does. Thank you. That's why we're here. Okay. Well, if we just, if we want to move along, the next, we'll see, we addressed items 3.04 and 05, which was the rest of item 2 on LEA's list that we were just discussing.

[03:23:40] So item 3.06 is confidential employees, lines 101 to 103. It's in the definition section, I believe, on page 4 of the, no, maybe not, sorry.

[03:24:00] Sorry. On this version, if it's the definition of confidential employee, it's starting on line 92 at the bottom of page 3. Definition of confidential employees, which LEA advocated striking some of the language.

[03:24:23] that definition I believe Ms. Sullivan could you speak to that Lisa I would just say our concern with that is it in the language completely encompasses entire departments including like all employees and HRTD all employees within business and finance all employees within digital innovation and these making this all encompassing of total departments completely negates support staff who

[03:25:00] severely need to have their voices heard and we believe are not do not all of them do not serve a role where they are dealing with confidential information which would make them a confidential employee so while there would be employees in those departments that we believe makes sense to be not included we do not want to exclude support employees who would fit this definition of confidential in an appropriate way as to what their working conditions and scope is.

[03:25:33] Thank you, Ms. Sullivan. And I see that you've helpfully already touched on what I expect is the division's concern, which is employees who have access to confidential information being part of the collective bargaining process. But Ms. Boland, if you have thoughts.

[03:25:50] Yes, I would say that's exactly the concern. I think at this specific time, it would be really difficult for us to discern the roles and scopes of duties of those individuals. You know, just thinking about HRTD, I can't speak to business and finance or DDI, but every single one of my employees touches confidential information within their roles.

[03:26:15] And so I'm not saying that to an extent some type of analysis could be done of what we're talking about or what we mean, that potentially could address the scopes and duties of those employees and could potentially be addressed in, I don't know, a future collective bargaining resolution amendment.

[03:26:39] But at this time, I think it would be really difficult to try to parse those employees out. Each member in HRTD signs their own type of confidentiality agreement within our department because they all have access to a variety of confidential documents.

[03:26:57] Ms. Sullivan, I understood you to say that LEA would agree that at least some employees in these departments would appropriately not be appropriate for members of the bargaining units.

[03:27:25] So do you have a position on what do you think a definition, an appropriate definition would be? I would defer to Ms. Allen, as she's worked with this, and the definition of confidential and who would fit in those categories appropriately.

[03:27:45] I can share one suggestion, and I'll give you the example of Albemarle County Public Schools, which was working from the exact same definition, and the school board just approved their collective bargaining resolution at the end of last week. So that's new news. But what we realized in that conversation really addressed Ms. Boland's concerns that she just raised, and then also LEAs is just the elimination of a comma.

[03:28:12] That's really it. So I'm trying to pull the definition and guide you exactly to where it is.

[03:28:28] So page four, oh no, I'm sorry. I think it is page three, actually. Yeah, page three, line 92, to remove the comma after confidential.

[03:28:43] So that then what happens is confidential then modifies all the terms that follow it. So we're talking about confidential budgetary information, confidential fiscal information, confidential personnel data, confidential management emails, confidential strategy relevant to subjects of collective bargaining.

[03:29:04] It's the adjective that modifies all those types of information. So then the exclusion applies to employees who truly have access to-- who have access to truly confidential information, as opposed to who happen to just have access to management emails, or who happen to just have access to budgetary or fiscal information, which quite frankly, much of that is foiable and public already.

[03:29:28] So you'd be excluding large swaths of employees who don't need to be excluded. So in that way, I think it becomes clear that confidential is the operative word in this definition.

[03:29:45] And I can tell you the, again, your colleagues in Albemarle County agreed to make that exact minor change with the same definition. Ms. Chaudhry.

[03:30:01] So my question, I guess, is to the people who work in those departments, will that change the working environment in your departments to have to separate people out from who has access to confidential information and who doesn't?

[03:30:21] And in the long run, you know, what's on paper is many times very different than what happens day to day. I'll speak for business and finance, since Lisa kind of alluded or shared what happens in HRTD, and it's very similar with business and financial services department.

[03:30:39] We also have a separate confidentiality document that all employees sign, so it's not parsed out in terms of groups of employees. There's a separate level of confidentiality that is expected of all employees, in that department. And if I can, even as I'm reading this, so if I just utilize a job title, admin assistant, for example, admin assistant three, well, I have admin assistant

[03:31:10] threes that support different directors. So one may be much more confidential. They may support my workplace relations director, while another one may support my recruitment director.

[03:31:29] So one may have more access, just by nature of role, to confidential information than the other, not that it still wouldn't be confidential given applicant hiring information, that type of thing, but varying levels, but they would be within the same position.

[03:31:50] So I guess the question is then, am I parsing it out by the person versus the position title? So that's where it gets much more complicated. Thank you, Ms. Willoughby and Ms. Bowen.

[03:32:06] I don't think there's anyone here from DDI, but I could imagine access to all of the computer systems is significant. Did you have a follow-up on that, Ms. Chaudhry? No, I figured that's what the issue is because that would be hard.

[03:32:28] Ms. Sullivan or Miss Boland the group From whom cards were collected would that include employees who would potentially fall under this definition?

[03:32:50] Yes, because we collected cards from Certified in class licensed and classified staff and the only group we didn't actively include were folks who supervise and evaluate others. So yes, these employees or many of these employees would have fit in this category that was deemed now confidential.

[03:33:11] - So this is an issue that needs to be resolved, or that arguably may need to be resolved in this resolution, and that was a question I had had, actually that perhaps Dr. Smith or Mr. Allen would know the answer to, which was, this is a draft resolution, if it, assuming that at some point we do come to an agreement and it is approved and executed and implemented, Is there a regular schedule for reviewing and updating the resolution?

[03:33:45] And or, if not a regular schedule, is there a mechanism to make changes to the resolution? Thank you, Madam Chair. As I see it, that's within the purview of the school board to set. And while we're talking about it, I do think that this collective bargaining resolution in itself is akin, or essentially a policy for the school board governing kind of collective bargaining moving forward.

[03:34:14] So the school board might opt to do it every five years as it does any other policy under Virginia law. There's some policies that are required by law to have every two years. Currently, under Virginia Code, there isn't any guidance as to how frequently collective bargaining resolutions could or should be re-evaluated by the board, but that's essentially within the purview of the school board.

[03:34:38] Thank you, Mr. Allen. So is it accurate that right now we could not definitively say we would be able to amend this in the future? Thank you, Madam Chair. I guess to kind of articulate your question or what I'm hearing is there's nothing prohibiting once this resolution is adopted by the board to make subsequent amendments to it.

[03:35:05] But it would be at the discretion of the board. That is correct. Thank you. That certainly makes me think that this is an issue we should address.

[03:35:21] presently um okay so oh miss bernay i've talked to um someone that's in dei at my school about this very issue because he uh is not happy that he there's a potential to not be represented and he said he doesn't have anything he has no access to anything that i as a teacher

[03:35:52] can't access as well so it's grades student IDs student addresses staff work emails I mean we don't even have access to so he's like a school-based I mean maybe there maybe I mean that would be for

y'all to figure out but maybe it's I don't know I can just I can just say that we have quite a number of cards from DEI and those that are school-based maybe that could be the clarification school-based versus non-school-based i don't know thank you ms bernay and i was wondering as i was

[03:36:32] thinking about this issue is is there is there any delta of employees who because of their job title or responsibilities may be in the position of having access to certain confidential information but don't necessarily have a regular need to i.e theoretically they like the whole class of those employees or the whole, I don't know the words, if all the admin assistants, for example, in HRTD have access to a database that includes personal confidential information of LCPS employees,

[03:37:11] but not necessarily all of those employees need to use that database to execute their regular standard responsibilities. Is that a circumstance? It's not actually. We do very regularly look at our accesses to systems and really try to narrow them down to who needs access. We do try to protect employee information as much as possible. Okay, thank you. I was,

[03:37:47] again, naively hopeful that that might be a way to winnow down, you know, who, not just who has access, but who we know regularly needs to access based on job requirements. And if I may, I think the problem comes down to, again, differentiating everyone within a position would be very difficult because we did move from like this generalist approach to a more specialized approach. So everyone within that team would have access to that team's needed information. So for lack of

[03:38:23] better terms, our workplace relations team, the admin assistant three, the entire team would have access because they work as a team. Thank you. You mentioned that HRTD has made efforts to limit who has access to information. So if that's the case, do you have a list of employee positions that does have access or does not have access? Is that a way that we could start winnowing down from the entire department is exempt to? I do not have that list. That would, again,

[03:39:03] And I think that goes back to the concern. I think we could potentially do future analysis to maybe whittle it down. But I don't, I don't, that's not something I have readily available. Thank you.

[03:39:22] Then a lot of us talking over here. Ms. Dodry, Ms. German, Dr. Rashid. Again, just thinking out loud here, I think you had mentioned in the past, Dr. Charlie, you had mentioned that in order to not lose focus, maybe differentiating later at a later time just to kind of um assess but i don't know if that's if that's like a violation of people having access to this information from the get-go and then later on narrowing it down to then saying all right now these this certain people of this department or that department now no longer have

[03:40:01] access to that but again thinking out loud and just piggybacking what we said before an hour or two ago about how we don't want to lose focus and just kind of use this as a skeleton so to say Thank you.

[03:40:19] Looking to wrap up in a couple of minutes. Any other comments at this point about this issue? I think that's a reasonable place for us to adjourn unless there are contrary opinions.

[03:40:40] We seem to be at the end of this topic, and it doesn't make sense to start a new one. Well, thank you again, all of you. Oh, Ms. Chaudhry. I have a question I'm just wondering about. So with what we've been saying, like we would have four people sitting in the same room and two of them could be part of the bargaining group and two would not be able to because two have access to confidential information and therefore are confidential employees.

[03:41:12] That just seems kind of, on a day-to-day working basis, that seems really complicated. And as people move jobs, because there's a lot of movement at that level, so I'm no longer with this team in HRTD, but I'm working with the recruitment team now.

[03:41:32] All of a sudden now I don't have access to it. Seems like at some point we'd have to make a decision. Like this stuff, you know, what we do on paper and how it all rolls out into a day-to-day working environment is so different.

[03:41:55] I'm not a, they won't give me access to that anymore. And I think that's a good point to raise, right, this is, the agreement will be in place for hopefully a lengthy period of time, and people do move jobs around and may, you know, have, you know, may move from having access to not access.

[03:42:20] Well, and if I may, too, just to kind of go a little bit further on what you just said, Even within just HR, if certain individuals have it and certain don't, you have to start limiting potentially how you utilize positions, what you may want to give them access to.

[03:42:39] You know, in HR right now, we're doing a whole growth PD concept within HR. And where do you want to go? How do you want to improve? And can we do job shadowing? And so we'd have to rethink some of that, too. And how would that impact morale?

[03:42:56] How would that impact the work? I just think in the long run, everybody's goal is to make people's work lives easier and to then put in things that are – because I can just see saying, oh, I'm sorry, we have this agenda item.

[03:43:15] You three will have to leave now, and we'll call you back in 10 minutes. Like, a bigger issue than it just seems to me. Ms. Sullivan.

[03:43:31] I completely see that issue, but on the reverse side is keeping people out from a process that's important to their daily work lives is a concern as well. Right, right. Any other last comments?

[03:43:49] All right. Thank you again, everyone, for taking the time out of your busy schedules to be here and, again, for your dedication to this process and this project, which is incredibly important for our entire LCPS community.

[03:44:05] Madam Chair. Enjoy the rest. Mr. Allen. Pardon the interruption. Just as a point of clarification, is there a consensus from the Joint Committee to take the following items to the mediator, just to let the mediator know? One is the expiration of dates on authorization cards.

[03:44:24] Second is the negotiated topics and subsequent collective bargaining agreements and potentially the first go-round, as I heard Ms. Sullivan say, from four to six in the first round. Third is the scope of prohibited subjects of collective bargaining, fourth is the negotiability of school board policies, five is the definition of confidential employees, and as we discussed earlier, six, getting clarity around the certified versus non-certified employees, which falls under the, I guess, umbrella topic of the

[03:45:02] negotiated topics and subsequent collective bargaining agreements. I believe that's where that item came up. Does that sound like an accurate recap? And we can listen back to the recording to provide the crystallized positions that we heard today.

[03:45:19] - Thank you, Mr. Allen. I suppose I had not thought that we were necessarily finished with those conversations ourselves and to the point where we've concluded we will not be able to come to any compromise, therefore we need to turn it over to the mediator.

[03:45:37] But I am often overly optimistic. So what are the thoughts of the others on the panel? Mr. Hanson. - I would share your view that I don't think we're at an impasse at this point on these topics.

[03:45:53] We've started discussing them today, but just kind of a point of clarification, we can reserve the time now for the 16th. And if we were able to resolve some of these at our May 2nd meeting, take them off the list, right?

[03:46:12] - Mr. Allen. - Yes, Mr. Hanson, that's accurate. Perhaps I was jumping a bit to that, but because we do have that meeting May 2nd, that's fine. I'll just confirm with the mediator that we very much want the hold to remain on May 16th at this time.

[03:46:29] Thank you for that clarification. One other point of clarification. You said we had four to six topics for... I don't think we've agreed on any numbers yet, Mr. Allen. Yes, that's accurate. Thank you. Thank you, Mr. Allen. Okay, we have to leave.

[03:46:49] Thank you. Thank you to all of you. Enjoy the rest of your day.



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