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Loudoun County School Board, Joint Committee on Collective Bargaining, Thursday, May 2, 2024

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Place Loudoun County Public Schools / School Board meeting (see BoardDocs / LCPS-TV)
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- Official meeting video (Vimeo / LCPS-TV): <https://player.vimeo.com/video/942192865?rel=0>
- BoardDocs (School Board): <https://go.boarddocs.com/vsba/loudoun/Board.nsf/Public>

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[00:00:01] Okay. Good afternoon, everyone. Thank you for being here. I'm Ann Donahue. I'm calling to order our, what is today, May 2nd, 2024, meeting of the Joint Committee on Collective Bargaining. I have been advised that Ms. Boland should be walking in any second now, and we will go ahead and get started.

[00:00:28] So, we don't have, I don't see public comment on the agenda, but we were intending to have public comment. So, and we do have a person signed up to speak for public comment.

[00:00:45] So, first, my thanks to everyone again for participating in this joint committee. I know it's, we all have busy schedules, and this is a particularly hectic time of year and an important issue. And I'm grateful to everyone for being here and contributing to this conversation.

[00:01:02] And I also appreciate anyone who wants to engage with the board for being here for observation and also signing up to speak. Thank you for engaging with the school board through the public comment process. The school board welcomes comments from Loudoun County residents and believes that strong community engagement and outreach are important components of a successful school system.

[00:01:24] Speakers must limit comments to the time allotted. Based on the number of speakers in the agenda for today, all speakers are allotted three minutes for public comment. Please be advised that

speakers who miss their time slot will not be called at a later time. All audience members shall maintain civility, decorum, and respect for the functioning and dignity of the school board at all times.

[00:01:41] Please remain seated unless arriving, departing, speaking at the table, or during a break. Violations of civility, decorum, and respect include shouting, heckling, jeering, applause, or other noise which disrupts or delays the meeting, obstructing speakers from being able to see the committee members and vice versa, interrupting speakers, attempting to speak when not called to do so by the chair, and approaching a speaker or otherwise attempting to intimidate, disparage, or distract a speaker, staff member, or other meeting attendees.

[00:02:07] Speakers should refrain from vulgarity, obscenities, defamation, profanity, or other like breaches of respect, nor may speakers target, criticize, or attack individual students and or individual division employees during public comment. Speakers should communicate those concerns to their school principal or an appropriate school official. The school board requests that comments on an individual student or employee-related matter not be shared at public meetings where the disclosure could violate applicable confidentiality requirements.

[00:02:31] Speakers should face the committee and direct their comments to the committee members. Per LCPS policy 2520, members of the committee will not answer questions or respond directly to the public during public comment period. Violations of decorum or civility by any meeting attendee may result in the chair directing staff to remove the attendee from the remainder of the meeting.

[00:02:50] Repeated or persistent violations of decorum or civility by the audience may result in, on the decision of the chair, public comment being tabled until a later point in the meeting's agenda, Limiting the number of attendees in the meeting room during public comment for safety reasons or the public comment period ending for the evening. Copies of materials for board or committee members should be given to the public information officer in the back of the boardroom prior to the start of the meeting.

[00:03:13] Please provide multiple copies of materials. Under no circumstances may a speaker approach the committee members. Thank you, Ms. Boland. No, no worries. I'm glad we're all here. And just as a reminder, this is a public meeting.

[00:03:32] The doors are open. Public is welcome to come in and observe. And this meeting is being audio recorded, although not live streamed and not video recorded. The recording will be made available later through the LCPS website for anyone who cares to listen to it.

[00:03:50] And so with that, our only speaker... Ms. Donna, if I could just interrupt for just a second. Since public comment was not on the published agenda, I might suggest that you just ask the committee to make sure there's no objections. I'll defer to legal counsel. Just want to make sure we're following the appropriate procedure since public comment was not on the published agenda.

[00:04:07] Make sure there's no objection by committee members for that. So that's just my recommendation. So we're staying in line procedurally, but I'm happy to defer to the council if you'd rather otherwise. Thank you, Dr. Smith. That was an oversight on my part. I had discussed and intended to have public comment as an item on our agenda for the day and clearly missed it when I reviewed the agenda.

[00:04:30] So I do support having a public comment period. Does anyone here have an objection? All right, seeing none, thank you, Dr. Smith. Our first and only speaker is Brandon Kerr. Hi, thank you.

[00:04:49] My name is Brandon Kerr. I'm a member of LEA's Board of Directors and a teacher here in Loudoun. I'm going to keep this quick since the committee has a lot of important work to accomplish today. I listened to the recording of the previous meeting and was definitely a little bit frustrated hearing how it went.

[00:05:07] I think it was hopefully a learning experience for everyone involved to make sure that this can be a productive process. And I just want to take this opportunity to reemphasize that the open letter that LEA's board sent to the school board in December was really, these are the core issues that we had with the resolution as presented.

[00:05:25] This shouldn't be taken as a comprehensive list. These are kind of our non-starter issues. If these don't get fixed, this would make it incredibly difficult for collective bargaining to proceed in the county in a meaningful way. Thank you, and I look forward to this being a productive committee meeting.

[00:05:44] Thank you. Thank you for engaging with the committee and the school board. Okay. So with that, we'll move on to item two on our agenda, minutes. There are draft minutes available from our previous meeting, the April 15, 2024 meeting.

[00:06:02] We do not have hard copies in front of us today, but they are available through board docs. As we did previously, we won't specifically be voting on approving the minutes, but I would like to invite, if anyone has concerns or questions or suggested corrections regarding the April 15th, 2024 minutes, that we can discuss that.

[00:07:15] I suppose I should ask if everyone has had an opportunity to review the draft minutes and or would like some time to look it over. And are there any concerns, comments, questions?

[00:07:34] Seeing none, these minutes will be publicly posted as the minutes from the April 15, 2024 meeting. So before we move into, or I guess as my introduction to item three, which is our list of discussion items, um, I wanted to, I wanted to say, make a couple of comments. Um, I was, I'm still very glad that I am part of this group and I'm glad that we had

[00:08:08] the April 15th meeting and that we were able to talk so in depth about these issues that are of significant importance to everyone here and to a lot more people in our community. Um, that being said, I will say I was a little bit disappointed in how the previous meeting went. I had really hoped that we would be able to come to some agreements on possible compromises. I'm still trying to remain optimistic that we might be able to get to that point today. That being said,

[00:08:44] I think this is a very important issue, and I don't want to continue dragging this process out unnecessarily. And I have a lot of other things that I could say, but we have a limited amount of time here today. And I know Mr. Hansen had asked to make a comment as well. Mr. Hansen.

[00:09:11] Thank you, Ms. Donahue. First, I have a question. I just want to clarify. Do I correctly understand that this joint committee will be making recommendations to the LAP committee for its the redraft of a collective bargaining resolution?

[00:09:31] Thank you, Mr. Hanson, for that question. And yes, this committee was put together and voted on to be formed by the Legislative Audit and Policy Committee for the purpose of discussing the concerns raised in LEA's December letter to the board regarding the eight specific points of objection in the draft

resolution authorizing collective bargaining the instructions from the LAP committee were for this group to

[00:10:04] discuss each of those issues and bring recommendations back to that committee whatever recommendations are made back to that committee will then have to be discussed and voted on within that committee and whether or not any changes are made to the draft resolution that decision rests with the committee not with this group and at whatever point the committee approves a draft resolution with or without edits it still will have to be sent to the full school board for approval by the full board before it can be received before a draft resolution could receive

[00:10:43] final approval and then go into effect all right so the other thing that i mentioned to you that i wanted to say is just a brief, some brief opening remarks. They will be brief. So it will come as no surprise to this committee that we were disappointed in the tone and the trajectory of our April 15th meeting. At our inaugural meeting on March 20th, Ms. Donahue, you defined our purpose as to consider the eight items raised by the Loudon Education Association in its December 7th, 2023 letter.

[00:11:18] In your statement of norms and protocols at that same meeting, Ms. Donahue, you indicated that we would seek consensus, but we would utilize Robert's rules of order where necessary. I believe it is abundantly clear now that consensus is unlikely at best.

[00:11:37] On April 15th, we listened as division leadership stuck to their familiar old tune, 50 Ways to Say No. LCPS Division leadership obviously remains adamantly opposed to collective bargaining for LCPS educators and seeks to continue to delay, mislead, and stonewall.

[00:11:59] Indeed, despite our mandate, LCPS Division leadership sought on April 15th to steer this committee into matters that are long settled and well beyond our stated charge. We have already discussed at length five of the eight items listed in our December letter.

[00:12:18] Therefore, today we will insist that this committee follow Robert's rules of order and vote on each of these eight items, which is our mandate. And we will object to any effort to further delay the work of this committee by introducing topics that are beyond the scope of our mandate.

[00:12:38] Thank you. Thank you, Mr. Hanson. Does anyone else wish to make any comments? So I don't see any, but I would like to follow up on what you said, And again, our task from the LAP committee was to present recommendations.

[00:13:11] And that is, I did not have the impression at the time that that was a vague direction, but now I feel that it is a somewhat vague direction. If we are able to come to unanimous consensus agreement on recommendations, that's fantastic.

[00:13:28] That's still my hope. But if that is not possible, I'm certainly not opposed to getting a sense of majority support for one position or another.

[00:13:44] But I do think our obligation, my obligation, would be to report back to the committee if there are opposing views. I believe my obligation would be to report back to the committee, okay, as to issue one, there is, you know, there is this opinion, but there is also, you know, there's this recommendation, but there is also this recommendation, and leave it up to the committee to decide.

[00:14:15] Ms. Chowdhury. I was maybe incorrectly under the impression that we were going to try to find consensus, and maybe voting was not what this committee's charge is. That's understandable.

[00:14:31] Yes, I went into this, as I hope we all did, with the hope of being able to come to unanimous agreement. That being said, it may not be possible. I didn't want to get to the point of thinking that way at the previous meeting, because to me it felt like that was already giving up on the process.

[00:14:56] But we also have to be realistic and mindful of people's time. And that being said, as I mentioned earlier, because our obligation is to make recommendations back to the committee, yes, we can vote.

[00:15:11] We can vote in accordance with Robert's Rules, or maybe we can vote. I believe technically under Robert's Rules, I don't think we're allowed to take vote. Well, no, I guess we vote on minutes. Under Robert's Rules, generally, we vote on action items, not information items.

[00:15:29] So it's, Dr. Smith, do you have any input on? I'm happy to share my understanding and I'll also defer to legal counsel on this. Currently on your agenda is discussion items.

[00:15:46] And yes, in order to take, if there was a formal action on normally within a board meeting or a school board committee through Robert's rules, those items would have to be action items in order to take action. The only way around that is if they were to suspend the rules and there was a vote of two thirds majority to suspend those rules to take those to action.

[00:16:07] However, yes, that's how a normal committee works. With this, it was my understanding as well that there was not going to be voting taking place. They were working to come to consensus, and if you couldn't, as you shared, to represent the different positions that exist there. So I'll defer to counsel unless there's any other clarification there to make sure I was speaking correctly.

[00:16:28] Yes, that is what I understand as well. And it is also my understanding that Robert's rules of orders for this committee are just related to running an orderly meeting, not related to the voting. Thank you for that feedback.

[00:16:47] Those things being said, in the full board meetings, it is not uncommon for the chair to have what she calls a straw poll or a thumbs up, thumbs down temperature check of whether there is majority support for various positions or ideas, which is not binding in the way that a vote on an action item is binding, but is also an avenue that is available to us, Dr. Smith.

[00:17:25] The only other thing that I might add is it's also my understanding, I know we have the mediator available, and that was a part of the motion from LAP, that we have a mediator available that we can use. I know Mr. Allen shared last time that as a part of the mediator's agreement, which they've been willing to do free of charge, is that everyone on the committee agrees that they're ready for the mediator to step in on an issue.

[00:17:50] And so it was my understanding that as you talk through issues and if there's places you can't come to agreement prior to taking a straw vote or a temperature check or something like that, that you would agree, hey, we're not at the point we can have, we're not coming to an agreement here, then it would go to the mediator to continue to try to work in good faith to come to a resolution, to come to consensus around a particular issue.

[00:18:14] So just wanted to make sure we realize that that resource remains available and is ready and actually is ready to go for the next meeting you have scheduled, I believe, on May 16th. Thank you for that

reminder. And I had meant to mention that as well, that we have already scheduled an additional meeting date on May 16th and we have secured the availability of the mediator.

[00:18:34] So if it is, it would have to be unanimous because everyone has to agree to participate with the mediator. but if this committee is interested in following up in that path, that option is certainly also available to us.

[00:18:52] Mr. Hanson. I would just also point out, and Ms. Donahue, you mentioned this at the outset of the meeting, you've got, of the nine members on this committee, four who have jobs inside school buildings. As any Virginia educator knows, May is SOL month.

[00:19:11] We're swamped. So we got basically not very far with four hours on April 15th. I think you're hearing from LEA that we really aren't interested in spending another four hours not getting anywhere today, hoping that we might get somewhere on May 16th.

[00:19:35] Thank you, Mr. Hansen. Are there any other comments before we dive into our discussion items?

[00:20:05] All right. In our previous meeting, we discussed items 3.01 to 3.05. I do believe that we have more. I believe that there is more that we can do in those areas.

[00:20:21] That being said, I would like to make sure that we have an opportunity to discuss the three items that we did not get to discuss at our previous meeting. And for that reason, I would like to start this conversation with item 3.06, confidential employees definitions.

[00:20:42] Ms. Sullivan, would you like to speak to LEA's recommendation? Yes, thank you. We believe that the language should be stricken to eliminate confidential employees in finance, HRTD, and DDI.

[00:21:02] There are many employees in those positions who are not involved with confidential material or support staff who deserve to have their rights heard and deserve to have a voice in their working conditions.

[00:21:19] Thank you, Ms. Sullivan. If anyone would like to take a moment to review LEA's recommendation in written form and or the original language in the draft resolution, which the slides seem to match with item 3.

[00:21:58] 07, which has to do with union access. Do we have a slide that pertains to the confidential employees' question? Yes, Mr. Hanson. So, I think we already discussed at some length on April 15th confidential employees.

[00:22:21] We have not yet discussed building access, which was our next item in our December 7th letter.

[00:22:40] I apologize. My memory is not as vivid as I would like, but I believe you are correct that we did discuss confidential employees previously.

[00:23:01] Ms. Donahue, if I may, and I would agree with Mr. Hanson that I think we did discuss this from the different perspectives. Thank you, Ms. Willoughby. In that case, as I said, I would like to start with the issues that we didn't get to before.

[00:23:17] And as we did, in fact, discuss that on April 15th, I would like to move on to item 3.07, union access. Ms. Sullivan, if you would like to speak to LEA's position. I'm happy to speak with Mr. Hanson. Would you prefer to start?

[00:23:43] Would you like me to start? Sure. So I can speak from my personal experience about the importance of this issue. I joined Loudoun County Public Schools from Fairfax County Public Schools. This is my third year here.

[00:24:00] And that fall, LEA and other organizations were permitted in school buildings. And my first encounter with representatives of LEA occurred that fall in Willard Middle School during my lunchtime.

[00:24:18] It wasn't like they were taking me out of class or anything. I came during lunch, I had some questions for the representatives, they answered those questions, I signed up to be a member, and I signed an authorization card, a card that I would note current resolution would deem invalid because it was signed more than two years ago.

[00:24:39] So I think this is very important that access be restored, obviously within rules which exist now, but that's what I would say from my personal experience. Thank you, Mr. Hanson.

[00:24:55] Ms. Sullivan? And Mr. Hanson spoke to our regular visits that we used to be able to participate in. So members and not yet members were able to hear from the association. We were able to hear from employees. So we understood what was going on at LCPS and how we could best support our educators and our students.

[00:25:15] Along the lines of the collective bargaining resolution, building access is key in terms of bargaining for employees. If the union does not have access to employees on non-duty times, then we are not in a position to be able to advocate for what they believe and come to the table to deal with what issues are most important to them and their students.

[00:25:37] So that access must be granted so that collective bargaining can be done in good faith for the best of our community. Thank you, Ms. Sullivan. I have a question. Hypothetically, if a resolution is approved and there is a vote on union representation, what happens if LEA is not the choice for the union representation? I assume LEA will continue to, well, I guess I shouldn't assume, would LEA continue to exist as an employee

[00:26:12] support organization? Absolutely, just like LEA continues to exist now without the building access that we've had and has been taken away from us we don't go away we continue to work to make sure our employees are heard and we support our members thank you miss Boland thank you so much so I think from a staff perspective this

[00:26:49] access being part of the resolution is almost putting the cart before the horse once a union representative was decided upon this is something that could or would be included in a collective bargaining agreement, not necessarily in the resolution, since a union hasn't been selected.

[00:27:13] Thank you, Ms. Bolin. I certainly understand that position. My feeling is, particularly given the issue related to how many conditions can be negotiated in each round of bargaining, I'm concerned about leaving this particular issue to be negotiated over in the future.

[00:27:48] Ms. Chaudhry? Does the meeting, does the employee's working time, is the non-working time the half-hour lunch? We get paid for seven hours a day. That 7.5, that 0.5 is the 30 minutes for lunch.

[00:28:06] So that would be the time? That's when I met with LEA, yep. Are there other questions, comments? Ms. Willoughby? Looking between the two, I guess I'm trying to find the differences between what is currently in the document versus what is being proposed.

[00:28:29] And what I'm seeing is what was in the original document is wanting to follow our existing facility use policy related to a written request through business days in advance for a variety of reasons.

[00:28:47] And then the last piece related to the charges. Other than that, those two components, I think the rest says the same. And so I just want to confirm if that, is that the point of contention that we're talking about here in terms of why wanting to strike out and replace?

[00:29:09] The Law and Education Association is a union that represents members, and following that process puts us in the status of a vendor where we don't have the interaction and the supports for staff. I would just say that I would just respectfully disagree with the term vendor because this is in terms of access to our buildings as it relates to safety and security and along with a whole bunch of other provisions in terms of other community groups, not just vendors.

[00:29:41] So I think I'm still just trying to get to, so is it the objection of being classified as that group? I'm trying to find somewhere to meet in the middle versus what I'm seeing is just an erase and replace. I'm trying to find the commonality points and where are the actual hang-ups at?

[00:30:05] The association believes we should be able to go back to the times where it was upon us or a rep in the building to set up a meeting that was conducive for that work site and that then union representatives would be available to employees on non-work hours when they are not encumbered to do this.

[00:30:28] Ms. Boland. And Ms. Donahue, if I could just clarify, I know you spoke a little bit ago about not wanting this to be part of the conditions. And I may just ask for legal counsel to confirm this, but this would not be a working condition.

[00:30:46] So I think union access would not necessarily be considered one of the whatever number we determined of working conditions included. It could be separate in the collective bargaining agreement as a separate header.

[00:31:03] So while I would like to respond prior to receiving some legal advice, but if you're correct, Ms. Boland, does that mean that if the resolution goes forward with some number of limits on the items that are subject to being negotiated in the first round of negotiations or in subsequent rounds of negotiations, that building access would not count against that number limit?

[00:31:38] Because I may be using the wrong term by saying condition, but that's more what my concern is, is if we leave this to be negotiated in the actual collective bargaining negotiations, would that count against a numerical limit on topics subject to negotiation?

[00:32:04] So as I understand it, I don't believe so because it's not a working condition. And those numbers are around working conditions, but I would seek clarification to make sure I'm not wrong. Thank you. Thank you.

[00:32:21] I'm Christy Johnson, Associate Counsel. Yes, I would have to say or agree that union access, and again, just speaking about the union access to facilities would not be considered a working condition of employees, even the bargaining unit employees.

[00:32:38] So if the working conditions is defined appropriately in the collective bargaining agreement and or resolution, this should not count against that term as it's currently identified in the draft resolution. Thank you, Ms. Johnson.

[00:32:53] Ms. Allen, do you have anything to add? The problem is the definition of collective bargaining includes only wages, benefits, and working conditions as those terms are defined.

[00:33:11] So there can be bargaining only over those things. So I don't see, it doesn't matter if access is a working condition or not, the resolution doesn't allow for collective bargaining over it. I did not see who wanted to speak first, whether it was Ms. Sullivan or Mr. Hanson.

[00:33:29] I'll always defer to Ms. Sullivan. Thank you, Mr. Hanson. I go back to what I said early on in my response to building access. Waiting until a collective bargaining agreement is adopted is too late for our employees for building access. If we're determining when a collective bargaining agreement is signed, That means the collective bargaining team is working in a vacuum and does not have the ability to have conversations with employees and find out what is most important to them so that we can do the best for our employees and our students.

[00:33:59] So waiting until an agreement is well beyond the time where constructive conversation and work can be done. Thank you. Mr. Hanson. Thank you. I just want to point out, LEA is Loudoun County Public School employees.

[00:34:18] We're already in the buildings, but we're teaching or we're driving buses or we're serving breakfasts and lunches. What we need is support on occasion from our union staff in discussing with employees things like what are their priorities for a collective bargaining agreement.

[00:34:36] So denying that access until after there's a collective bargaining agreement, I think, indeed puts the cart before the horse. We need support from our union in our buildings during our unencumbered lunches and such to get a good collective bargaining agreement.

[00:34:54] And further, under the proposed language of the current resolution, let's say an employee wants to discuss a grievance with their union. Under this language, the union would have to get permission from that school's administration in order to have that discussion, which seems wholly inappropriate to me.

[00:35:21] Thank you, Mr. Hansen. Dr. Rashid. To be frank, I don't want to spend a long time on this because I feel like, and I said this at the last meeting, I feel like we're losing focus again.

[00:35:37] I'm okay with replacing it with that statement and to move forward. I echo what Mr. Hansen just said or just mentioned. And yes, I find that the statement to replace, I believe the first quote with the second, Considering the workday, considering the break, considering the, you know, the non-duty status, I consider it feasible.

[00:36:04] Thank you. Thank you, Dr. Rashid. I largely agree. I asked about what would happen hypothetically if LEA were not selected as the future union, because thinking ahead to hypothetically, if LEA were not selected, as Mr. Hansen said, Right now, everyone who is LEA is LCPS and already has authority to be in facilities.

[00:36:32] And because I don't know a whole lot about how unions work in the real world, I don't know how it would work if it were a different union. And I could see from the security concerns of the division, not wanting to just have a blanket, anyone can come in whenever.

[00:36:53] But I would think it would be reasonable to require some kind of notice to the school of dates, times, proposed locations to have these meetings and some kind of language that would state that if the

union representative is not an LCPS employee, that that person has to have permission to enter.

[00:37:20] As it stands, anyone that comes into a building, for example, I just had a student teacher come. She showed up to school. I emailed the office and said, this person is coming. She had to show ID. I mean, I'm sure all of you know, right?

[00:37:36] You have to show ID to get in. So there is a little bit of vetting, and I am certain that there could be more vetting if they wanted to. What do they do for other people that are working with kids? But these people aren't even, they would never be working with kids. So it's just a visitor. It's another visitor with the badge, with the picture, when they enter the building, going to maybe so-and-so's classroom because they have planning during that time or going to, but that person would still have to come to the main office and get them.

[00:38:05] They can't just wander around the hall. I have to go to the main office when someone comes to visit. I have to meet them there. They're on camera. We are on camera. Everybody knows. Thank you. Ms. Chaudhry. So two points.

[00:38:24] One, I don't believe that planning time is non-working time, So it would have to be during the 30 minutes of unencumbered. That was my understanding. And secondly, so under this, does this mean that if a union or an LEA rep wants to, would they figure out that there are 60 teachers who are free during a lunch?

[00:38:57] That's the way we have them at high schools. Can they then just call a meeting in the auditorium of those 60 people? Because that can be disruptive. Of course, I can tell you how it used to work at Willard. LEA didn't just show up in October of 2021.

[00:39:18] The building rep discussed having a meeting with LEA representatives beforehand and mentioned to our then principal, Jeff Roundsley, that thinking of having LEA in the building on such and such a date.

[00:39:33] He said, great. So it was not adversarial. I know for some principals, apparently, it has been adversarial, and that's what we're trying to ensure doesn't happen, where certain principals with an adversarial attitude towards collective bargaining deny access.

[00:39:55] That's what we want to avoid. There's a lot of hands. Thank you, Mr. Hanson. Start with Ms. Boland, then Ms. Willoughby. Thank you. So I feel like I just need to say a couple things.

[00:40:10] I feel like there is this us-against-them approach, and so I kind of want to level set just a little bit. The access that LEA is speaking of that they used to have and that was removed was not in compliance with any policy.

[00:40:36] It was a practice that had been ongoing. The reasoning behind the change and the commitment to policy was in regards to concerns that were brought forth by employees and principals, LCPS employees and LCPS principals.

[00:40:56] And so the response was to protect and secure all LCPS employees and principals, not just those that were LEA members. and the most equitable approach that we had at the time was to look to policy.

[00:41:15] Unfortunately, LCPS does not have an employee association policy. So the policies that are referenced are the policies that we have available and they were something that could be applied equitably

across the board. So I just felt like I needed to say that first, that it wasn't something that was decided on a whim.

[00:41:38] It was decided based on concerns and questions that we were receiving and discomfort from LCPS employees and principals and putting in proper practices and protocol that they felt like they had support to be able to say no.

[00:41:56] And from an HR perspective, that's our responsibility. to protect all employees to the best of our ability to do so. So that's one. I would say the other thing to mention too is with Dr. Spence's arrival, we did attempt to put together an MOU that would permit LEA to regain access within our buildings.

[00:42:24] But unfortunately, that wasn't able to make its way through. So there were attempts to facilitate that access sooner rather than waiting for a resolution or a collective bargaining agreement.

[00:42:40] Thank you, Ms. Boland. I honestly don't entirely see how the discussion of whether or not an MOU was reached as to LEA's current access to the buildings is particularly relevant to this particular issue.

[00:43:06] That by Ms. Willoughby. Just building on what Ms. Boland was saying, what I'm hearing as well is an attempt to bridge both sides because, I mean, let's just call it what it is where we're at.

[00:43:24] I'm hearing the opportunity of trying to provide some structure so that there can be consistent access so that you don't encounter what you were describing of there not being something to point to, that there's just this practice and we don't have, you know, each principal can make their own decisions essentially.

[00:43:41] but also countering that and trying to find a balance with some principals who may under you know at the end of the day they are responsible for their students and the campus and what is happening and whether or not that it's going to cause a disruption at a certain time not necessarily like a blanket no access and so again in my attempt of trying to look to see what I'm also hearing is I'm hearing a distinct difference between a group which is what was originally proposed which was about a group meeting and then what is being proposed to replace talks about meeting with

[00:44:16] employees and it's not it's not clear are we talking about how many are we talking about one because I'm hearing that discussion being perhaps vastly different in terms in terms of access versus a group and so I would just throw that out in terms of possibly a way forward of trying to bridge thank you Ms. Willoughby Ms. Brene it has to be organic when an issue arises if we have to request two weeks in advance imagine there are educators that work in buildings with unsupportive administrators let's put it that way they

[00:44:55] don't want their administrator to know that they're having a discussion with their union representative and so they cannot then they would be followed if they make that if they make that request they just want to meet with that person talk it out we're not talking about like the monthly meetings when it's a group of like a larger group 60 people for example yes of course we're going to require we I have to you have to have a building use request that would never happen during the day I can't imagine anyway but perhaps right you make the building request you know it's every you know third Monday of the

[00:45:31] month or whatever and so you make the building request but when it's individual it has to be it's going to be by nature spontaneous sometimes and other times not but we have to have access to our

union. You have to have access to the union, be it LEA or whoever else. You need to have access. If I could ask a question of LEA, is there a particular objection to item 4? The bargaining

[00:46:01] representative agrees to pay customary charges. Ms. Sullivan? To be able to have conversations with employees we don't believe has a cost that would be borne by the association. When we used to do this in the past, we would be in a lunchroom or, you know, a working space.

[00:46:26] It was not that we needed to reserve an entire space. There would be a formal meeting. I don't believe there needs to be a cost for having one or more association representatives to have conversations with employees.

[00:46:45] Thank you. Mr. Hanson. I just want to clarify. When you say lunchroom, we're talking about the employee workroom with a table to eat and a couple of copiers. We're not talking about the cafeteria. Ms. Chaudry.

[00:47:02] So I understand the need to meet with employees. I would rather have a designated area for the LEA rep or any union rep to be, and then if people want to come see them, because there is.

[00:47:21] I would rather not have that person, you know, walking the halls, going from here to here to here, because that does make some people uncomfortable. So I want to make sure that employees that are not interested or don't really have, shouldn't be hearing whatever the employee is trying to talk to LEA about, that there would be a space designated and people can come to that space.

[00:47:53] Did you have more, Ms. Chaudry? Pardon me? Did you have? No, I just, I was afraid I was interrupting you. But I wanted to follow up on that with a question. So is there, are there open rooms in most of the schools that a person can go into and possibly reserve for purposes like this, Ms. Sullivan?

[00:48:18] When LEA would come to buildings to visit and be available, we would find out through the rep or whoever it was that was the contact in the office, potentially the principal. maybe sometimes it's a corner in the library maybe sometimes it was the you know all you know I'll be workroom so it wasn't an issue of us wandering around looking for people to talk to there was a location where we could set up and usually bring snacks and people could come to us it wasn't a wandering it was knowing where there would be space and people would know to come to us and that was worked out in every work site we ever had a visit at thank you miss

[00:48:56] German. I agree with Ms. Chaudry, like just find a designated space. It sounds very simple, just I don't know how many visits, if there wants to be a limit on that, but I feel like this is very harmless and more helpful for teachers if there are concerns. I'm not an LEA member, but I wouldn't be offended or if they had a scheduled visit and whoever wanted to go showed up for support, but it's no pressure. And if you had a growing concern and you didn't feel comfortable sharing it with your principal. You go to LEA, I mean, I feel like we're all, we should be in this

[00:49:30] together. LEA's there to support teachers. LEA is teachers. I don't really see harm in this. I know in the past we've had groups like Lincoln Financial come into our lunch rooms and share retirement. So I just don't see the harm in it at all. But again, that's my um i guess new fresh view of it uh i don't have the background to all this but you have the background of an educator who's in the school thank you uh mr hansen and then dr rasheed thank

[00:50:09] you um i just wanted to know what other counties are doing when it comes to space if anybody knows I'm not sure. I'm just curious like Fairfax, Prince William Ms. Allen I was going to see if Ms. Allen knows but Ms. Bernay if you know All the, I mean I have it the other jurisdictions have all adopted this very language that we're asking to adopt so I don't want that yet, Fairfax, Arlington Alexandria, Falls Church and Prince William all give employees the right to meet with their

[00:50:48] union representatives at school while on duty while on non-duty status. Thank you. Mr. Hanson. All right, so I think we've talked a fair amount about this.

[00:51:04] We don't have a consensus, but I think there is a majority, I sense some majority support for this being, so I'm not sure if this is going to be the correct format, but I'm going to try it anyway, and Ms. Donahue, if this is out of order, I'm sure you'll let us You talked about a straw vote, perhaps, but I would like to move that this committee recommend to the LAP committee the following edit to the draft collective bargaining resolution.

[00:51:42] Strike lines 193 through 202, this is straight from our letter, replace this language with to meet with bargaining unit employees in a non-secure school division areas, some of the concerns I've heard, during the workday when employees are on break or in other non-duty status and to conduct group worksite meetings during meal periods and other breaks as well as before and after the workday.

[00:52:13] I second. I want to make a motion to amend. Am I allowed to do that, Dr. Smith? I don't know that I'm the right one to ask.

[00:52:29] I'm going to defer to counsel on that because you're making motions around a discussion item, so I'm going to have to divert a council on that. And Mr. Allen is walking in right now.

[00:52:46] So maybe we can give a second to kind of get him up to speed, if you don't mind, and then. Welcome back, Mr. Allen. I'm sorry that you had to come from a red-eye flight straight here. From Hawaii.

[00:53:09] Yeah, he did. Oh, yeah.

[00:53:19] Ms. Chaudhry. So I just, I thought that we were, like Dr. Smith said, I didn't think we were a voting body here, since these are discussion items. I feel more comfortable with your straw vote to get a sense of what the members here are saying.

[00:53:40] I am not willing to vote on discussion items, and I guess I don't have to, but I just thank you for that. Ms. Chaudry, Mr. Allen, I don't know if Ms. Johnson or Dr. Smith briefed you on where we are right at this exact moment.

[00:54:03] Yeah, so if I understand correctly, there's been motions on the floor, is that right? Yes. Okay, so my general understanding of this body is that it's to discuss and consider items to then, you know, if there's a consensus reached, to make that kind of recommendation to the LAMP committee for its consideration rather than this as a moving and voting body.

[00:54:37] I think organically through the discussion there's consensus, but I don't think it needs to be formalized motions because we don't even vote on minutes, right? So I think that's my understanding of the nature from the first meeting that this is strictly kind of a body that considers and discusses items to kind of build consensus.

[00:55:02] That'd be my take. Thank you, Mr. Allen. I honestly am not entirely sure if I fully understand where we are with when voting is or is not appropriate for this group. That being said, I do sense that there

is a willingness to feel out how people feel about positions.

[00:55:26] And Mr. Hansen and Ms. Bernay have suggested getting the read of the group with regard to LEA's specific recommendation of striking lines 194 through 201 and replacing it with an alternative statement.

[00:55:44] I would suggest considering an amendment to that language that would strike group in where it says to hold group meetings on line 193, to take out group, to say to hold meetings with members of the bargaining unit.

[00:56:04] and I would also suggest adding or potential members of the bargaining unit and keeping LEA's language, proposed language from to meet with bargaining unit employees, I guess I would suggest adding or potential employees through as well as before after the workday. I would suggest then adding a second sentence that would say the bargaining unit representative shall provide written notice three business days in advance to the site supervisor of the date time and location

[00:56:43] of the meeting and the if the union representative is not an lcps employee the um the name of that person who would be subject to lcps's standard security screening ms bolland i would i guess also like to recommend changing in the second line recommendation non-secure school division

[00:57:16] area to a designated location. So under number four, do you have this? Oh, I'm sorry. I have the letter. We're looking now at LEA's letter, the December. And it is number four. The December

[00:57:38] 7th letter in item number four. Ms. Mullin, you'd like to continue?

[00:57:58] Or if you finished, I'm sorry, I didn't catch what you were suggesting. Nope, that was it. I just would like to replace non-secure areas, non-secure school division areas with a designated location. It's in the LEA letter, number 4A.

[00:58:22] It's the third line in that paragraph. Yeah, it's their recommended language, not ours. Ms. Brené. Educators should not be surveilled, and that's what this is, surveilling.

[00:58:41] To have to make an appointment ahead of time. Some people are under duress. For some people, it can be urgent. It can be urgent. And they cannot be asked then to wait. It's like if you're having a heart attack, you don't wait three days in order to make an appointment.

[00:58:58] And as far as the secure and non-secure, it's urgent. We can't have just one place. If I have a room, if I teach in room 208 and it's available because I have planning block eight and it's available and no one is in there and I need to talk to somebody right now, I need to talk to somebody right now in room 208.

[00:59:20] And I would like my union to represent, if that's who I would like to talk to, I would like that person to be able to come. They have to go through security. They have to check in. They have to have the name badge with their picture. Everybody, y'all know it. It's on camera. Everybody knows.

[00:59:35] It is a secure, the whole building is secure. So they come in and we meet. I go and get them. Sorry, I go get them. We come back. And yes, that's on camera. people can see me, I guess. I guess I'd have to be careful about that. If I don't want my administration to know, they're going to know because it's on camera. I have my conversation.

[00:59:53] I walk that person back to the front door and they leave. Teachers, educators should not be surveilled. Thank you, Ms. Bernay. I agree completely that teachers should not be surveilled and I'm not in

any way suggesting that educators, bargaining unit members or potential members should be obligated to make appointments or register to speak with whoever the union rep is, but I don't think it's my opinion as a non-educator and not someone who has been in a union or has only very recently been in a union

[01:00:32] is that it seems reasonable to me to ask for advanced scheduling as we do with other appointments within the school.

[01:00:49] Ms. Chaudhry. So I don't think this is a matter of surveilling anybody, but it's a matter of school security and it's a matter of we don't know at this moment right now all the lea reps who are in our building or who might come in are all lcps employees um it is a um this depends from school to school i don't have a classroom that's open like i need to find a place for people to meet and i'm more than happy to find an office either in the library or in the front wherever

[01:01:26] but in my building there isn't a room that's going to be open for teachers to meet and my other concern then is um and this is when you know i was years ago in another state uh a member you know there's always let me talk to you about are you going to you know become a member or not so i think that's what we're trying to um not have uh the other thing is if it's that much of an emergency can people not talk on the phone do people meet their LEA reps outside the school I'm just trying to assess this I'm not trying to stand in the way I do think we should come to a consensus

[01:02:06] on this issue but thank you Ms. Chaudry Ms. Boland I agree with Ms. Chaudry 100% I'm I think we are at a place that we could probably come to consensus but I appreciate her bringing us back to the fact that although we keep referencing LEA, this is a resolution that would guide all unions and we have to keep that in mind that everything we're doing it's not just about LCPS employees who are current members of LEA. This is about organizations that we're not familiar with and we do have to keep

[01:02:45] school safety and employee safety at the forefront. Thank you, Ms. Bolland. I believe Mr. Hanson was first. Thank you, Mr. Hansen. I just want us to go and take a look at what is in the language of the proposed resolution.

[01:03:03] In Section 2, Letter C, I'm going to hold informal conversations and interactions with one another to discuss workplace and employee organization issues while on duty, provided that such conversations do not interfere with employees' job duties.

[01:03:21] I'm sorry, Ms. Sullivan, can you refer us to a line? 177. 177. Thank you. So this is a conversation of, this particular topic is informal conversations that someone would be having, whether it's an LEA rep or someone from any other organization, and employees have the right to speak to their union.

[01:03:44] They have the right to speak to who is representing them, whether that's LEA or anyone else. So by that, Ms. Sullivan, do you mean that in situations like what Ms. Brunet is hypothesizing, urgent situation arises and an employee feels the need, urgently, to communicate with their union representation, that that would fall under Part C in formal conversations, rather than falling under Part 3B, which, to my mind now, again, looking at those two sections,

[01:04:24] you know, kind of side by side, seems to be geared more towards formalized, planned and advanced meetings. I'll simply say there are reasons that employees would want to speak to a UNISERV director, for example, for a specific reason, whether it's a specific grievance or want support on how to move best and move productively in their work site.

[01:04:51] Thank you. Mr. Hanson was with you. Ms. Willoughby. I guess I'm looking for clarification, though, because that section you're referencing is actually, I guess I'm interpreting that as being more about, I think, what I've heard discuss of kind of like the organic discussions as it is mentioned here about informally because this even references while on duty so this would be in conflict to what I think is being discussed about the more formal meetings and so I feel like we're kind of beginning to put an apple with an

[01:05:26] orange a little bit here Jansen well I've made a motion it's been seconded um if we're going to call it a straw vote a temperature taking we can call it whatever we'd like to get around

[01:05:57] any objections raised by council um you've amended it I'd like to suggest that rather than us um continue belaboring this let's see where we are is there an objection to getting a straw poll reaction to the proposal Ms. Bullen I don't have an objection I would like a clarification when you give it on what exactly we're doing the straw poll on okay thank you

[01:06:31] Fair. So I believe we would be having a straw poll or a temperature check on, with regard to lines, beginning on line 193, recommending, would the joint committee want to recommend to the LAMP committee, editing the draft resolution as follows.

[01:07:10] on line 193 striking the word group and adding after members or potential members to hold group meetings with to hold meetings with members or potential members of the bargaining unit and then striking from provided that all the way through line 201 and replacing that

[01:07:47] with the following language to meet with bargaining unit employees in non-secure right in to meet with bargaining unit employees in designated school division areas during the workday when employees are on break or in other non-duty status and to conduct group worksite meetings during meal periods and other breaks as well as before and after the workday and adding an additional sentence

[01:08:26] The bargaining unit representative shall provide written notice three business days in advance to the site supervisor of the date, time, and location of the meeting.

[01:08:46] And if the representative is not an LCPS employee, the name of that individual who would be subject to standard LCPS security screening for visitors. That is the proposal.

[01:09:07] so my only concern is the word designated right so honestly um as a teacher I'm not sure whether that workroom is going to be used for small group testing a day in advance and I'm sure not going to look to the principal to know what's available and you know which rooms are available three days from now in a building I mean there's no way if I don't know what's going on across the hall with small group testing with all the reasons you go can't be expected to know that so I I want to be

[01:09:46] clear that we must we aren't being required to designate a room and if that room winds up being unavailable then we can't meet that makes no sense to me I see your point Mr. Hansen and that would be a concern um on the other hand as Ms. Chadri said I don't love the and not and I'm certainly not suggesting that that's the intent of LEA or anyone else who might become the bargaining union representation for LCPS employees, but

[01:10:22] I can understand wanting to have something in writing that states people can't just wander around the school. So maybe we can think a little bit more of how to change that language so that it's not

so that we avoid the concern that you have, Mr. Hanson, while also making it clear that there should be a space like it should be confined to a particular space. Ms. German.

[01:10:56] Just be added designated location designated by the site supervisor because I agree rooms aren't always available for all the lunch rooms probably the only place that meetings do not occur or small group testing does not occur but can you just add that designated location by the site supervisor then it's up to Ms. Chaudry.

[01:11:19] So I'm assuming that a designated area means an area that's been agreed upon so i'm not going to say room 201 at freedom high school is a designated area and oh sorry it's booked for the next three months if it's booked for the next three months then if you can't do it in 201 i'm going to say in three days i got 305 available how's that so to me designated doesn't mean designated so i kind of feel like we're trying to find places where there might be a conflict i don't read this as a conflict um

[01:11:53] the other thing is i do like the word to hold group meetings only because i think that separates line 193 from the um from 2c at 177 because informal meetings and discussions go on all the time and so i don't you know i'm looking at the future and saying okay so we're all going to work together but there could be a time when there is contention and so i don't want to be able to say

[01:12:32] oops heard you talking you didn't have the three so i think the group meeting here seems to me um seems more protect of everyone dr asheed with the designated uh term who would who would um assign the designated rooms to the person that's coming to visit because the one of the hindrances I'm thinking of is the person that determines that designated area what if you have what if

[01:13:08] there's some negative feelings against I'm just trying to think of like that there might be some partiality to it so I'm trying to avoid that like trying to avoid any issues or challenges saying she just doesn't want me here or so and so so I'm just trying to avoid that so I don't know does anyone know who would be this who would designate the actual um room so to say ms chaudry i don't know about i don't know about any other level but the high school level um at the high school level there's always an active there is a sayac a person who's responsible for facilities and i will tell

[01:13:46] you that i'll have no idea i'm not keeping track of who's meeting in what room um so i i don't i don't think that's an issue. Thank you. Is that, but I don't know what happens at the other two levels. That's a good question. Is, is there, are there site supervisors at all of our LCPS schools? And if so, who is a site supervisor? Is that a role that is filled by, you know,

[01:14:20] a principal at one school or a, an educator at another school? Dr. Smith. Happy to weigh in on that. Um, you know, I've served as elementary, middle, and high school principal, and I'll tell in each of those roles, ultimately the principal's responsible, but the principals will designate someone to support any facility use, whether at elementary level it could be an assistant principal because they don't have as many staff.

[01:14:44] As Ms. Chaudry said, at the high school it might be somebody different as their SEAC. Middle school could be a front office staff, so it could be a lot of different folks. Usually the principal is not handling that themselves. I think it would be rare to find that, but they're designated, so it's one of their designees to handle facility use, to work with the custodians to make sure the rooms are set up like they're supposed to, that they're getting cleaned up that they need to, they're ready for class the next day.

[01:15:09] Because as you can imagine, we have folks that use our buildings all hours of the evening in most places. So it's just usually a designee as determined by the principal. Thank you, Dr. Smith. Ms. Sullivan. I'm going to speak to something, and hopefully I have followed what your suggested revision was.

[01:15:30] I believe the association does not have an issue with there being notice and a location for group meetings for a place where people know LEA will be in the building and we'll find them in this place between this amount of time the concern is when individuals conversations whether it's among LEA members non LEA members within a building or a representative were to come in when that becomes more targeted and timely by a three-day notice and specific locations given group meetings I don't consider that an issue of having timing and location when people are having individual

[01:16:07] conversations that's where conversations can't be potentially as productive and as useful as what those conversations should be so Ms. Chaudry thank you Ms. Sullivan Ms. Chaudry had also indicated a level of discomfort with removing group from line 193 so I I know it was my proposal to strike the word but I don't feel that strongly about it and I'm also equally fine with leaving it in unless

[01:16:45] someone else strongly wants to take out where it says group and it is German if you remove group does that mean you can't meet ever one-on-one with somebody and if so then I say we strike it because I'm not sure if I was in a situation working condition I wouldn't want my co-workers hearing it I would If I were an Elliott member, I don't think that needs to be other members hearing it or staff.

[01:17:15] Thank you, Ms. Chairman. That was my thought and why I suggested striking group so that there could be one-on-one meetings arranged as needed. Although, as Ms. Sullivan pointed out, situations like that may be more appropriately covered under lines 177 to 179.

[01:17:42] section about employee rights and informal conversations. Mr. Hanson. So if I understood you, Ms. Chaudry, that's, I can't imagine we're going to have any problem with scheduled group meetings such that we used to have in buildings that I understand were practiced, but not permitted

[01:18:17] by policy. We want that restored. But to Ms. Brene's point, I am the building rep at my school for LEA, and I have had situations where employees, educators, teachers, others as well, were very worried that they got crosswise on something. Like, oh my, am I in trouble? Can we talk? And we'll have a preliminary conversation. I'm already in the building. I'm the building rep, and my response

[01:18:52] is something like, you know, I don't know. Why don't we have somebody from LEA just come visit tomorrow and have a discussion around that. That kind of a meeting, I'd be really uncomfortable asking for principal's permission in a designated room for, right? I mean, obviously it's not going to happen. We've all agreed this is during non-duty hours, during a lunch or after school, but those are the guys, and I think that was the distinction you were making, right,

[01:19:27] Ms. Chaudry? That's why I thought the word group meetings was covering that part. Thank you, Mr. Hanson.

[01:19:48] Is there a consensus to leave group in where it currently is? Ms. Bullen? So I don't really have a problem leaving it in. I just wonder if taking it out just allows for more flexibility.

[01:20:09] I get that there are times, like Mr. Hanson said, on those types of meetings, but there are probably also times where someone wants an individualized meeting not in front of a group that does

allow for three days so i wonder if the removal by removing it you're not excluding a group meeting but by including it you are excluding a pre-planned

[01:20:41] individual meeting if that makes any sense thank you ms boland so going back to um some comment earlier about a designated space i'm hearing that there's not there there certainly isn't an objection to the expectation being set that any such meetings whether they're a group or individual

[01:21:14] you know will be in a particular room hallway some space that is not you know wandering free range around the entire school but because of the needed flexibility not knowing when what meetings what rooms might be in use in advance I've been trying to come up with some other possibilities for language here. And I have, if I could just start over with the proposed

[01:21:51] edit. Starting, beginning on line 193 of the current draft resolution, proposal to strike the word group. So it would read to hold meetings with members. And I would suggest adding or potential members of the collective bargaining unit and then strike um provided that through

[01:22:23] all of lines 201 in the draft uh resolution so continuing to to hold meetings with members or potential members of the bargaining unit sorry i lost my place i believe it's to meet

[01:22:42] To meet with bargaining unit employees in designated school division areas during the workday when employees are on break or in other non-duty status and to conduct group work site meetings during meal periods and other breaks as well as before period.

[01:23:05] additional sentence, the union representative shall provide written notice three business days in advance of the date and time of the meeting, expected needed capacity for space, by which I'm thinking, how many people are you expecting? Are you expecting three people or 60 people? Because

[01:23:35] that will affect the space that is appropriately the right fit for your meeting. And if the union representative is not a current LCPS employee, the name of that individual who will be subject to standard LCPS security screening for visitors, the location of the designating meeting space will be agreed upon by the union representative and the principal or his or her

[01:24:09] designee. Ms. Chaudry. If the person is not an LCPS employee, I would like some time between when they submit their name, a time limit on it because what I don't want is someone to walk into the building at 410 for a 430 meeting in the auditorium and I've got all these teachers and members who want to go to the meeting and the person's not passing Raptor, the Raptor check.

[01:24:47] And so that's going to put us as administrators in a very precarious position. There's people every day who don't pass through Raptor. I would think that someone who doesn't pass the Raptor check isn't permitted in an LCPS building to begin with, right?

[01:25:05] I mean, I would hope. Correct, but I've got 60 people in, I'm sorry, but I don't want 60 people in the auditorium waiting for someone to come who hasn't been checked through before. So is there going to be a check for all union people who may potentially be in our buildings?

[01:25:26] That's a good point. Ms. Willoughby. I think I'm seeking clarification. I thought what you were proposing included a three-business-day notice. So would that be sufficient of having the name provided?

[01:25:43] That just says for the meeting, so I would. So if we added the name of the. LCPS employees are fine. That's not an issue. But as we mentioned, like, you know, thinking more broadly. So is it just adding that additional piece, perhaps? So thank you, Ms. Willoughby. My proposal, my proposed language would

include within the written three business days advance notice the name of the union rep if that person is not already an LCPS employee.

[01:26:32] Is there further discussion? Does anyone want to do a thumbs up, thumbs down, Strappel? Ms. Brené. Before I vote, I just want to understand if it's an individual. I'm just going to go back to that.

[01:26:48] The group, of course, of course, the group meetings, we're going to three days, three weeks, three months ahead notice probably, right? That's what we already do. But when it's an individual who, like Mr. Hansen was talking about, it could, it will always, by the way, be that whoever comes from our office has already been in other buildings.

[01:27:11] So they've gone through security before. I don't know if there's a way to get on a list of Raptor. That's a good question. Like, once someone has been cleared on Raptor, are they cleared? I'm just talking about, let's say it's not LEA, who's a union rep, and it's a national union that's coming in.

[01:27:31] I'd like to be able to know who those people are. And once you get cleared through one building, you still have to go through that process. If you don't walk in with an LCPS badge, you have to go through it. And I just, you know, I feel like there's a level of trust amongst all the LCPS employees.

[01:27:50] but if it's not an employee then I don't want to get into that back and forth with them at the door that's all I'm saying yeah I just think it's not we're not talking about 20 different people like I'm thinking you're right it could be anybody but let's say it's up if it were LEA it's a maximum of four three three people so the likelihood of them being in another building already gone going through Raptor is high so they've already done it once you know upon like let's say at the beginning of every year for example they do that and then they're already cleared so in case they wanted to

[01:28:30] in case they were needed urgently at another building they've got i mean they're always going to go through the front door they're always going to do that right everybody lcps by the way employees as you all know or i don't know dr asheed but when you if i want to go to mill run and talk to miss german i have to go through the i can't get in the building i have to be buzzed in i have to show my ID. She's still, I believe, I think she still has to come and get me. I don't think I can even, as an employee of the camp, I can't not walk the halls of a school where I don't work,

[01:29:03] I believe. So I'm not talking about LEA reps who are already LCPS employees. I'm talking about if it goes to another union and all of a sudden in October 1st, somebody wants to have a meeting, I need to know who's coming into the building. Sure. Because you know, as well as I do in a high school there are at least in mine at least four to five hundred kids there all evening long we don't clear the building usually till 9 30 10 so this is not about lcps employees at all so they

[01:29:41] would just walk in i know ms bullen has a hand up ms german you also looked like you were thinking about i like what you were gonna add and maybe we can move forward with the three days put the name on the list, and I like your language, and thank you. Ms. Boland. Can I just ask for the rationale behind adding potential members? So that union reps can talk to LCPS employees who are interested in, like, I don't want it to be construed, if it says to meet with union members, I don't want it

[01:30:19] to be construed that the union rep can only talk to current union members, because there may be employees who want to discuss with the union rep interest in possibly joining the union? So my only concern there goes back to something Ms. Chaudry mentioned earlier on. If it is the employee's choice, then that is completely different. So that furthers my ask to keep

[01:30:54] designated space so that the employee so chooses to go to the meeting space versus feeling like they are being intimidated or there's any type of organization going on within the building, if that makes sense. It does, and I thought that we are agreed that meetings that would fall under this part of the draft resolution the expectation is that they

[01:31:33] would be in a particular location. The location may not be able to be determined three business days in advance but I'm proposing that the union rep and the principal or designee would agree on what the designated space would be for a particular meeting.

[01:31:57] The language is members of the bargaining unit, right? Is that what you're getting at? So that includes members, whether they're an LEA member or a Teamsters member or not. This is everybody in a bargaining unit. Is that what you're getting at? So sort of. So that helps me to clarify my ask for rationale because keep in mind that whether or not you choose to be a union member, if you're part of

[01:32:29] that unit, you are a part of that union. So that's what I mean, unit. You are a part of that unit. So although they may not be paying dues, they are represented already as part of that unit.

[01:32:51] For example, if you and I are both teachers and LEA is the elected representative and you pay dues, I do not. I would still be represented by LEA as my bargaining unit. Does that make sense?

[01:33:17] So that language confuses me. Okay. I may be muddying things. Thank you for the help. I was thinking of this more from a union member versus non-union member lens and wanting it to not be limited to union members, but you are, to my understanding, correct, that if there is

[01:33:49] a certified bargaining unit, that any employee who falls within that group of employees is a member of the unit, even if they do not choose to be a member of the union. That's correct.

[01:34:04] So I would like to not have that added language for confusion. Okay.

[01:34:27] And I would just point out, responding to Ms. Boland, thank you for that, those members of a unit that have chosen not to join the union and pay dues to the union. It is of their free will, whether they want to attend that meeting or not, right? That's Virginia law. So that's, I think that's, I think you made a fair point, Ms. Bowen. I'm okay with taking out my, with retracting my previous suggestion of adding potential members, since

[01:35:04] members of bargaining unit is a widely encompassing designation. Ms. Brené. Will you restate than what we're going to be eventually one day voting on? Of course. Thank you. Okay.

[01:35:25] So the proposal before the joint committee is to edit lines starting on line 193 of the draft resolution to say, I think we came around back to consensus on, actually I don't know.

[01:35:54] All right. Removing the word group, but not adding potential members. So it would read, to hold meetings with members of the bargaining unit, to meet with bargaining unit employees in designated school division areas during the workday when employees are on break or in other non-duty status, and to conduct group worksite meetings during meal periods and other breaks as well as before.

[01:36:20] The union representative shall provide written notice three business days in advance of the date and time of the proposed meeting, the expected needed capacity for the designated location, and if the union representative is not a current LCPS employee, the name of the union representative who will be subject to standard security screening processes for visitors to LCPS facilities.

[01:36:53] facilities. The location of the designated meeting space will be agreed upon by the union representative and the principal or his or her designee. Ms. Boland. I think you're just missing a few words and I think maybe it didn't make it over where you say before. I thought I just caught it the first time where you missed the rest of the sentence but where you say before on this document that I have it says as well as before and after the work day. Oh thank you. As well as before and after workday.

[01:37:29] It was a copy and paste error on my part. - That's okay, I just wanna be clear, thank you. - I was wondering why it seemed so abrupt. Ms. Sullivan. - I wanna make sure that our language is differentiating, that we're talking about three days notice for a group meeting and not otherwise.

[01:37:53] If we're talking about an individual meeting, that would be different, and I'm not sure that's what is in your motion. - Thank you.

[01:38:11] I've been thinking of this as more of a formal and planned versus informal and organically developing, rather than group or individual. I'm not sure I understand, then, which the direction is of what your intent is of what you're proposing.

[01:38:46] Thank you. So my thought was any formal meetings scheduled in advance would be notified. The school would receive notice of the fact that a meeting is scheduled.

[01:39:05] time and place, and in order to have space available, the needed capacity, which should not preclude, as Ms. Bernay mentioned earlier, a situation that is developing that results in an informal meeting.

[01:39:29] Ms. Bernay and then Ms. Willoughby. - I'm sure there's already language and policy about building use. I'm not sure if we need to add it into this, 'cause I'm sure there has to be already, when we had to go through a process to get the, There's already something. I'm not sure if we have to put it in here is what I'm saying.

[01:39:46] Like we can say according to school board policy already established or whatever. Just a suggestion to shorten it. Thank you. Ms. Willoughby. Well, I think that is what was referenced in the original language.

[01:40:02] It was referencing the facility use policy. So I feel like we have gone in a circle there. In terms of what is being discussed right now, what you are now providing additional clarification on is not the intent of what I'm hearing and how the discussion has gone. It does go back to what I had said at the very early on about I was hearing a distinction between a group versus individual.

[01:40:26] Now I'm hearing another layer, formal versus informal. So if we're now opening up other doors beyond where I thought we were at, I'm not sure where I stand on this at all. Okay. I just realized that it's almost 2 o'clock, so I propose that we take a seven-minute break.

[01:40:54] All right.

[01:56:05] And here we are. there was a there was a suggestion during the break which I think is an excellent one to project proposed language on the screens to make it easier to you know review consider and follow along so I am going to try and do that

[01:57:23] and there was a second suggestion during the break to consider language that was i believe was recently approved in albemarle as part of their resolution ms willoughby i guess i'll wait to see what you're

going to share i guess i'm would just request that perhaps we could have more discussion during the actual meeting versus what's happening during the break because

[01:58:02] you're mentioning that there was discussion about albemarle language and so that would be my ask was a suggestion raised to me during the break and I am now raising it with the rest of the group.

[01:58:33] So that paragraph is roughly the language that we were discussing right just before the break that was my proposed amendment to LEA's suggested changes.

[01:58:57] And if it's possible, I might ask Ms. Casserly if we could show the the other oh the um sorry no the um the other language i just forwarded you

[01:59:15] thank you miss casterly so the the language recently approved in albemarle on building

[02:00:09] access reads to hold individual or group meetings with members of the bargaining unit provided that the meeting is not held during employees working time the exclusive bargaining representative enters ACPS facilities through designated entrances and follows all applicable protocols for registering, showing identification, et cetera, that apply to visitors if they are not an employee of the facility.

[02:00:32] And if the exclusive bargaining representative wishes to use a common area of an ACPS facility, e.g. library, gymnasium, theater, they follow board policy, et cetera, use of school facilities or any such future policy. Mr. Hanson.

[02:00:51] So I understand Ms. Willoughby's expressed concern about this, but it was presented, we've been at this for almost two hours now. And every time someone suggests a fix, we hear a, but what about this?

[02:01:08] So this issue was addressed and resolved in Albemarle. Let's look at what they came up with and see if it meets our needs and we can then decide and then move on. We've been at this for over two hours now.

[02:01:25] i don't disagree mr hansen i would also like to um i have felt like maybe it's maybe i'm being overly naive and foolishly optimistic but i have felt like we are close to possible consensus on this issue uh and i'm still hopeful that we could get there um i i don't think that i have concerns with the language adopted in Albemarle although I would still want to add the

[02:02:01] last two sentences of my proposed language about written notice and the location of the meeting space being agreed to by both the union rep and the principal or designee for and going back to earlier questions specifically for group meetings lots of hands so um I agree with you mr. Hanson that we need to move along but i will echo what miss willoughby said we are in a meeting that's recorded that anybody can hear so if the suggestions are coming from committee members then those should also be

[02:02:40] recorded and so i think it's best to protect all of us by bringing materials to the meeting that are being voiced by or presented by committee members so that's my only whether we adapt this language or not. I think that's fine. Thank you, Ms. Chaudry. Ms. Boland. I think I, what I'm going to say kind of echoes Ms. Chaudry and Ms. Willoughby's concerns slightly, and I, too, agree that I feel like we've been at this for two hours, and I thought we were getting to consensus, and now we're

[02:03:18] starting back with brand new language to review, and so I guess I'm concerned about if the intent is to get us to consensus, I don't feel like us starting back with new language is going to get us there.

[02:03:35] Okay. Well, if we were close to consensus on the previous proposal, Ms. Casserly, could you scroll to the top, please?

[02:03:55] Thank you. That's the previous proposal. And if we want to add, with regard to the sentence that starts, "The union rep shall provide written notice if we want that to be applicable specifically to group meetings we can make that change so i would ask for this group's response straw poll temperature check whatever

[02:04:30] we're calling it on this language if we clarify that uh where it's where it goes from the union rep shall is specifically applicable to group meetings ms boland ms chaldry i would ask if we put that the union rep shall provide only applies to group meetings, does that then negate your

[02:05:04] feeling that this met your needs in regards to the three-day notice if the employee or union rep was not an LCPS employee? If this only applies to group meetings and a non-LCPS union rep are coming in to meet with an individual, and they are not required to give you three days notice.

[02:05:26] Is that a concern? And I would just add to that, if the union rep is not an LCPS employee, anyone coming in for an individual meeting is still going to be subject to all of the regular security requirements that any visitor to any LCPS facility is subject to? So my main concern is about non-LEA, non-LCPS employees coming into the building.

[02:05:58] And while I would prefer the three-day notice, I'm also listening to emergency meetings that have to take place. I am more concerned about the designated area. Dr. Ashid and then Ms. Sullivan.

[02:06:19] If we can get just, I guess, some clarification on break, like just in the written part. So it just makes it more clear for us in that sense? When break was mentioned, I believe, earlier.

[02:06:37] Sorry. Ms. Chaudry. So I think there's when employees are on break or in other non-duty status and to conduct group work site meetings during meal period, I think it's really just non-duty status, which is the 30 minutes that people have for unencumbered lunch because at least at the high school, all other time is duty time.

[02:07:04] And then the other thing is we do, and I don't think we need to define this, and maybe, you know, at a later date when things are really getting hashed out. The workday is a workday determined by contract.

[02:07:21] So there is one workday a month where you have a faculty meeting, and you are expected to be there. So I don't, at least we don't have contract hours on our contract. So, Ms. Bullen.

[02:07:38] I do wonder if break is in there to assist with employee unit, bargaining units that would encompass employees in positions that are not licensed.

[02:07:53] And I wonder if it's not defined as non-duty status for employees in positions such as bus driver, cafeteria worker. And so if break would be more of the term for those types of positions, I may need clarification, but I do not believe non-duty status is utilized for other positions outside of licensed teachers.

[02:08:26] Thank you, Ms. Bullen. Does that help address your question, Dr. Ritchie? Yes, thank you. Thank you. I was just assuming non-duty status also covered breaks. But I work with majority educators and TAs, and so I'm not sure about bus drivers or custodians.

[02:08:47] Maybe we could ask Division Council if non-duty status would encompass breaks in other positions, because if so, then we could just eliminate on break or and just put R in a non-duty status.

[02:09:07] I'm not opposed to consulting with division counsel, but I believe that this is LEA's language when employees are on a break or in other non-duty status. So to the extent that if there is a difference in what they were trying to cover in this proposed language, I would like to know what they had in mind.

[02:09:31] I absolutely agree. I was more wondering if how we as LCPS characterize from a position's perspective of if non-duty status would in fact encompass from an LCPS contract slash memo slash assignment letter status.

[02:09:54] Just one moment please, Mr. Hansen. Ms. Sullivan, I would like to ask you for your input since this is LEA's proposed language. If you would have concern about removing break and having only non-duty status.

[02:10:16] I don't personally have a concern, but I would like to ask Ms. Allen to make sure I'm not aware of something. Thank you. I would like to hear from, in whichever order they deem they want to do it, Mr. Allen and Ms. Allen. Thank you, Madam Chair.

[02:10:37] So we weren't involved in the drafting of this language, so I don't know what the intent behind the interpretation is. I think it's likely cleaner to just use the non-duty status, given kind of ambiguity of breaks, from what I'm hearing.

[02:10:55] So that'd be my take. Thank you, Mr. Allen. Ms. Allen, do you have anything to add? I think Ms. Boland actually explained it quite well, talking about different job titles within the division.

[02:11:14] and um for some what's a break versus non-duty status i'm not sure you can just get rid of break and i think um i don't know it'd be something to look into you um but i thought the examples of bus drivers for example was helpful i don't know if there are times in their work day where they're technically still in duty status but on break um from transporting students and driving buses i I really don't know.

[02:11:42] It was meant to capture, using both words was not meant to be duplicative, but to capture times when employees may technically be on duty, but have a break. If it's not necessary for LCPS, you all are the experts in your school division and your employees, and I think it's fine to strike break if it's not necessary.

[02:12:07] Mr. Hanson. Thank you, Ms. Donahue. Here's why we initially suggested the language that we did, which has gotten much more complicated than we had envisioned.

[02:12:31] The resolution, line 177, grants employees rights to hold informal conversations and interactions with one another to discuss workplace and employee organization issues while on duty, provided that such conversations do not interfere with an employee's job duties.

[02:12:53] That's already there. But what the current language in Section 3 adds to that, I am the building rep. I am an exclusive bargaining representative if a contract is ultimately approved.

[02:13:14] And as such, under the resolution considered last year by the school board committee, I would have to make a written request to meet with another employee to discuss union business.

[02:13:33] That request would have to be approved and add all of these conditions, which are completely unacceptable. So we tried to take those conditions out when we said delete or strike this language and add this additional language.

[02:13:51] And once we started to get all in the weeds of this word or that word, we suggested, well, here's what Albemarle did. So I just want to provide some clarification as to why we suggested exactly what we did.

[02:14:10] Thank you, Mr. Hanson. So I did just send Ms. Casserly an updated, slightly updated language. it does still include both break and non-duty and i would like to go back to my suggestion or request that we we do a straw poll temperature check informal non-binding thumbs up thumbs down go around the table what is how do people feel about this proposal ms bernay is this the three

[02:14:46] day notice for group and individual meetings no group which is group only okay which hopefully we'll have up on the screen shortly yes ms willoughby being a detail-oriented person and not trying to be difficult so i'm going to try to pose this from through the lens of a union if i feel like if we don't define group we're going to have we could potentially have issues hearing what mr hansen was describing regarding if there are some principals who are perhaps more open to

[02:15:19] to unions being within the schools, without defining a group, in theory, there's an assumption, is two people, if a union rep wanted to meet with two people, does that consider a group? Would the principal consider that a group and then deny it that, no, you need three days advance notice?

[02:15:39] So I think we do need to clarify what group means. Loathe as I am to not get to a temperature check.

[02:15:57] That is a good point. So, but can we still get a temperature check as to this proposal, acknowledging we will need to add a definition of group?

[02:16:19] Can we go back to taking out group that someone suggested and then get a temperature check and see if everyone's okay taking out group again and then go from there? So, Ms. German, I'm just to... Sorry. No, I've confused myself with all of the back and forth today.

[02:16:39] so originally group appeared as an adjective in the first line to hold group meetings with members of the bargaining unit and i had some concern that group meeting could be potentially too restrictive and would not want it to be interpreted as the union representative cannot meet with cannot conduct individual meetings and so suggested removing group from that first line then

[02:17:12] subsequently, concerns were raised with regard to the notice requirement, that requiring three days advance notice for individual meetings could be onerous, difficult, and not necessarily, might not be necessary to fulfill the point of the notice requirement, which is, I believe, goes more towards concern about larger groups of people. So to address that concern, I added group

[02:17:49] into the later sentence. The union representative shall provide written notice three business dates in advance of any such group, meaning of the date, time, expected capacity needs for the designated space, et cetera. Dr. Rasheed.

[02:18:07] Are you proposing for this that's written up here at the board? Yes, my request is? Are you keeping the word break? I don't know, I thought you, are we keeping the word breaks in there, the term?

[02:18:25] Yes. Despite what Ms. Allen had said, if it's okay to take it out.

[02:18:38] So, Dr. Rasheed, I apologize. I thought that I understood that there was not, I don't know, I thought that there was not harm in keeping in breaks and non-duty status.

[02:18:57] So that's why I didn't take it out. I know Ms. Chaudry and Ms. Boland both would like to comment. Ms. Chaudry. I just need some clarification. I'm just wondering, isn't this all going to get rehashed at a later date also?

[02:19:17] and we're just making recommendations to move forward. So I think getting stuck on some of this is keeping us from moving forward. Yes. I kind of feel like our job as this committee is to say, is the gist of this okay? And then whoever it is, we'll be hashing out all the commas and the periods and the semicolons.

[02:19:37] You are correct, Ms. Chautry. As we went over at the beginning of this meeting, the purpose of this committee is to make recommendations back to the legislation Audit and Policy Committee about how to respond to the concerns raised by LEA and what, if any, edits to make to the draft resolution.

[02:19:59] So you are absolutely correct that whatever we recommend, if we recommend anything, is still going to be subject to further discussion and probably tinkering, editing, and formal voting and approval later, which is why I would like to just get a sense of if people can live with this proposal. Mr. Hansen, or I'm sorry, I know Ms. Boland had been waiting, Ms. Boland and then Mr. Hansen. I just have a clarifying question that I'm hoping Ms. Chaudry might be able to help

[02:20:33] me with, and it's not about the are on break or in other, it's the second breaks, where it says, and to conduct group worksite meetings during meal periods and other breaks. Are there other breaks during the workday that licensed employees outside of mealtime?

[02:20:56] No. Teachers, educators have, licensed teachers have 30 minutes of lunch, unencumbered lunch, and then the universal employees who are paid hourly are to have two breaks and a 30-minute lunch.

[02:21:15] So I guess the only concern I would have, and again, this doesn't necessarily keep me from consensus, but the other concern I would have is if a break is still considered duty status and if that would have any impact.

[02:21:33] That's my only question, but that doesn't keep me from necessarily moving forward. It's just something I would like to clarify at some point. I believe Mr. Hanson wanted to speak a moment ago.

[02:21:49] Just very briefly, thank you. And I appreciate, Ms. Chaudhry, your point. I mean, I do think we are getting lost wordsmithing, word choices and punctuation. This, I'll go back to my opening statement.

[02:22:07] This was about the eight issues raised in that letter. We've discussed all but one of them now. And I think straw polls on those. Where does this committee stand on those items that we've discussed?

[02:22:24] now this latest one, for over two hours. I really don't see us getting to consensus in this committee arguing over word choices and punctuation, personally.

[02:22:40] - Mr. Hanson, I agree. Ms. Sullivan. Okay. I would like to do a straw poll on this proposal, understanding we may still need to define group in the future, understanding that there may be later discussion do we need to include break in addition to non-duty status is there i would like to see

[02:23:19] the committee's reaction to this overall and general proposal ms bernet okay thumbs up thumbs down people want to go around or just okay fairly split um okay so for the for the people who are not comfortable with this proposal i would love to i would love to hear a little bit about

[02:23:52] what you're uncomfortable about ms bernet all i have an issue with is where the second line where it says in designated school division areas we had it originally as in non-secure school division areas so not designated i'm obviously referring to not the group meetings those would have to be in designated areas like we already have i'm fine with everything else it's the designated areas for when i need to talk to somebody else that's and the three-day appointment

[02:24:25] for that as well but I don't even that's not that's been taken care of that's my issue thank you uh Mr. Hanson I just out of curiosity and if you'd be willing to indulge me um could we see take the temperature on my original motion which is the language from our December 7th letter which is our mandate somewhat torn here since we're we've gone back and forth about whether we're

[02:25:05] running this meeting in accordance with robert's rules or not under robert's rules if a motion is made but then there is an amendment the amendment has to be addressed before the base motion so if we are following robert's rules i made an emotion for an amendment which is still what we're i thought mr allen made clear that that we're not right we're gonna get twisted in pretzels pretty quickly here um ms willoughby and then i i still want to hear from the other people not with

[02:25:39] concerns about this position i would wonder about just moving on you've done the straw poll we still have another item and we already have the mediator that's on deck to come in at our next meeting um so i don't that would just be my two cents we do have a mediator come i mean we do we have reserve time with a mediator but the mediator will only work with us if all nine people want to work with the mediator about specific issues and that's something that we have not talked about

[02:26:13] today is are all nine of us sitting at this table willing to bring this or any of the other issues that we've talked about on the 15th or today discuss with the mediator dr asheed can we take straw poll on that can we take a straw poll on that on sorry whether there's a mediator whether whether it would be unanimous or not okay just i'm just throwing it out there for on this issue

[02:26:48] specifically on the building access i meant overall no i i meant overall but i just a thought yes that's that certainly is fine with me um okay so ms chaudhry if you take a straw poll now then there's no reason to even discuss the next issue i respectfully i don't agree with that But for me personally, I found it very helpful in the previous meeting to get more information about where everyone stands on these different issues, why they're important to the people that they're important to.

[02:27:27] And I feel like we've fleshed out pros and cons of areas of concern that certainly hadn't occurred to me or that even if they had, I hadn't fully understood before we had these conversations. That being said, we do have a hard stop at 4 o'clock. Dr. Rasheed?

[02:27:44] I'm actually okay with this at the top, except for, because I think you were going around, and I just wanted to say that it was just the term for break. Other than that, I was okay with what was proposed. Okay. And one more thing, Chair Downey.

[02:28:00] Will we be voting on, or discussing, rather, when our next meeting will be? Or is that, we'll discuss it in mid-May. So we have booked a day, May 16th, um, to have the mediator available. So I think that would be the next, assuming that if everyone agrees to have another meeting, that would be the next meeting date. I don't think it's realistic

[02:28:30] or feasible to try and pull together a meeting before then. Um, so Mr. Hanson, I'm sorry, did you, did you comment on what you found objectionable with this proposal? I did. I, I think that, uh, This

interferes with the previous item C in the resolution.

[02:28:58] Employees are allowed to hold informal conversations and interactions with another to discuss, unless you're a designated bargaining representative, which I would be. Since I am, I've got to follow all of these things, or even under your amendment, three business days.

[02:29:19] Get a room, and I don't think that's appropriate. Thank you. And Ms. Sullivan. I have the same concern with designated for individual meetings, designated locations for individual meetings. Are you still allowed to meet off-site if there's a situation, like after school?

[02:29:42] I know this is in writing, but if there's a situation, can't you just, is it possible? I don't know. I really don't know this. Could it just be after school with an emergency situation where it doesn't have to be in the school designated? It's certainly possible, but we believe employees should have the right to do that when they're on non-duty time during the school.

[02:30:06] Yes. So, Ms. German, one of the situations I had earlier this year was specific to that. It was an individual who had kids, daycare, had to leave. So that was just not available to this individual.

[02:30:29] So if we made the changes such that in the first line, if we were to change the first line back to non-secure areas, And if I added a sentence after workday that says, group meetings shall be permitted in designated spaces, and then continues on, the union representative shall provide written notice, et cetera,

[02:31:05] is that, would that proposal be something that those who objected to this proposal could live with? Yes. I mean, it already says that. It already says three in advance.

[02:31:25] The union representative shall provide written notice three business days in advance of any such group meeting of the date and time it's it's already there that part is already there so it's just the word designated for me so i think i i need to see it sorry no um ms casterly if i

[02:31:48] email this to you could i ask you to put it on the projector thank you ms casterly so that on

[02:32:58] the screen is the current is my current proposal ms boland so i think from my perspective adding back non-secure school division areas negates my thumbs up for consensus and could you explain why that is absolutely so um from a from a school perspective we're just thinking about schools

[02:33:34] saying a non-secure school division area using the word non-secure as as much as we don't want to get into the nitpicking of words, saying non-secure, that clarification of words in a contract or a resolution are extremely important, and I do not want to say any area that we would have employees meet a non-secure school division area.

[02:34:01] That worries me. That concerns me. Additionally, I think it's important that individuals know who's in their building and where they're located for any number of security and safety reasons. And we also go back to thinking outside of just LEA, this is going to apply to any organization that comes into the building.

[02:34:26] And having a designated area means they aren't wandering around the building from room to room and do not have the ability to because it's in the resolution. We have to keep going back to this isn't going to apply just to LEA. And having a designated area means they're not able to roam the building in a non-secure school division area.

[02:34:50] It locks it down to a specific location. Okay. Ms. Sullivan. A question came to my mind, excuse me, with what Ms. Boland said.

[02:35:08] This language specifically speaks to not any union, but the bargaining unit, correct? Yes. So it would be one group that you were dealing with in this instance. Well, but not really.

[02:35:24] because it would be one group for that specific bargaining unit, but there could be multiple groups depending on the number of bargaining units. Yes, that's what scares me. But they would still be either LCPS employees or subject to standard security screening.

[02:35:45] Absolutely. I'm not necessarily worried about their ability to come in. I'm worried about them roaming the building without the principal, without other individuals knowing, approaching other employees, causing distractions or disruptions.

[02:36:07] Whereas if we say a designated space, that's very clear to me. A non-secure school division area is left to interpretation. Okay. For, I suppose, Ms. Sullivan and Ms. Bernay, was the concern about calling it designated areas with regard to individual meetings, or was the concern with regard to the notice, Ms. Bernay?

[02:36:46] Individual. Okay. So if, sorry, if I could follow up on that, if, if an employee wanted to have an individual meeting with the union rep or with their union rep, if the person is an LCPS employee, for example, the building rep who's in their building, I would imagine they, they wouldn't need to schedule a meeting.

[02:37:20] maybe they're just two employees who are in the same building talking um and if the union rep is not an lcps employee right the person would be required to come in through security anyway so what's the what's the concern with the designating space for in for in meetings for individual meetings i think what i was thinking is when you're saying designated now they're forced to meet somewhere

[02:37:53] where um maybe they're not comfortable i don't know what if that area is i can picture in my school we have a meeting room where we do parent student teacher conferences and it's it is literally two steps from the principal's door and four steps from an ap store what if you haven't it like if you're seen going in there it's just if you it's that proximity it's the overhearing it's the i i mean, to be very honest, I don't like this non-secure.

[02:38:29] That sounds scary to me. Non-secure sounds really scary. I think it's not a good term, but all I just, in school division areas, non-secure sounds, yeah. So, I promise I will. So, if we put that back to designated, we do have at the end, the designated meeting space will be agreed upon by the union rep and the principal.

[02:38:58] Does that allay your concerns in that regard? But the later one in the second paragraph, I don't have any issue with that. Those are regular meetings. Those are the group meetings. Absolutely, it's going to have to be designated, and probably large, right, I'm guessing, because you're going to have people there. It's just the first one.

[02:39:13] I'm just picturing an employee brings an issue to me, and I'm thinking, I don't know if I can help you with that me personally, but let's see if we can bring somebody in, right? If we brought somebody in to help with that issue, I could say, oh, my gosh, I know that the English workroom is available because every English teacher is teaching this block.

[02:39:39] How about tomorrow, block six, because I know they're all teaching. We could go in there, for example. It's an example. Thank you. Ms. Chaudry and then Ms. Bollinger. I think we're losing sight of the fact that we have, at least at my school, on any given day, 2,300 human beings in the building, and safety is my number one concern.

[02:40:00] And so if a teacher has that big of an issue that they're afraid that the administration is going to find out who they're meeting with, I think that's something that, you know, at that point, maybe a phone call or there's nobody in our building that comes in, goes through Raptor, and then has full access to the building.

[02:40:23] This would tell me, from what you guys are saying, that once they've gone through Raptor, they have full access to the building. nobody has full access to the building. So a designated area, to me, is very important for the safety of the students. And that is our number one priority in every building. So a phone call or to meet off, I can't imagine any issue that would be that big, but I'm not saying that there aren't. I am always going to go back to student safety. Like, for example, parents walk in,

[02:41:02] they come in every day, some of them come in twice a day, they get to the front, and then they go to attendance, and then they need to leave. They don't have access, so nobody can come in and say, I'm meeting with somebody, can't tell you who it is, but I'll be back. That's not, we need to know where people who do not belong in the building on a daily basis are at all times. So that's one concern. The other concern is if there isn't a designated area, then you know I've met with you

[02:41:36] in 202, but on my way out, I stop at the social science workroom and say, hey, how come you're not a member yet? Or hey, I got another issue. So I think we need to, I'm absolutely in favor of allowing people to meet with their union reps. That is not my concern. But student safety is my concern. And so I need to know where outsiders are. We have construction going on, and I am just relentless every day of where's your badge? Don't see your badge. Give me your badge. You don't have an lcps badge please get out so um we we need to be thinking about our students and their

[02:42:16] safety so i before before you comment ms bull and i i take your point but going back to are we focusing too much on wordsmithing i i thought that there was tentative consensus around the idea of whether they're individual meetings or group meetings people cannot just wander around the building there is going to be a way to wordsmith that that i don't believe we need to hash out

[02:42:56] here and now um as ms chaudhry commented earlier like i'm i would like to get us to see if we can get to a place of agreement on ideas and concepts broadly more broadly ms ball and then ms sullivan so while i appreciate the desire to not wordsmith i think that's going to be really hard as we can see because we are talking about potential contractual language right and and the interpretation

[02:43:34] of that language is important to all of us on on different levels so to that point would it be possible to maybe include in a designated space that endeavors to ensure confidentiality um and while I add endeavors to ensure is because we have rooms that have paper-thin walls.

[02:44:03] And so there is never going to be 100% confidentiality if you're meeting within a school building with however many employees and students during a workday. It's just not going to happen. So I am with Ms. Chaudry on the fact that if it is that confidential, meeting on site is probably not the best.

[02:44:29] Decision to make picking up a phone or meeting off-site is is probably going to meet the need better and Security and safety of students and staff is has to be number one. Thank you. Miss Sullivan

We've taken a straw poll vote and now you've heard people who were not in support of that I believe we need to move on this is almost three hours We've only covered one item and have not wrapped that up We have one that has not one item that has not been touched yet and the five that we discussed at the first meeting, we have got to get moving.

[02:45:05] And I believe we've done that straw poll, so we know where the committee is, and we need to go to the next item. Thank you, Ms. Sullivan. I can't disagree.

[02:45:23] Before we move on to the next item, I would like to go back to Dr. Rasheed's suggestion that we take a straw poll about working with a mediator. We've talked through seven out of the eight issues raised by LEA. It's clear that we're not going to reach any unanimous agreements about anything today, I think.

[02:45:46] So straw poll, thumbs up, thumbs down. Are people willing to work with the mediator who's offered to help us at no charge to the division? I would say not yet, right?

[02:46:02] I mean, if May 16th is going to be wordsmithing, but with some help from the Federal Mediation Service, I'm a no. Could you expand on that, Mr. Hanson? I understand Ms. Boland's point that sometimes words are important, but we're not talking about contracts here.

[02:46:24] We're not even talking about what ultimately the LAP decides to do. I think our language is, I mean, our letter's on one page. We've talked now through all but one of the issues on that one page, and I'd like us to commit to get moving before we do more of the same with a federal mediator.

[02:47:02] I didn't get a chance to see everyone else's thoughts about mediators, so could we do the thumbs up, thumbs down mediator? Yes, no. Making much progress without one, so I really think we need one. Dr. Rashid.

[02:47:27] When it comes to the mediator, what are, I just wanted to know some thoughts on what would be the hesitation of not having a mediator, of having a mediator and not having a mediator? Is that question for the people opposed or for Mr. Allen or Mr. Hansen?

[02:47:48] I'm happy to expound on what I just said. I'm seeing us now for, this is our seventh hour meeting, not including our inaugural meeting, and we've made precious little progress.

[02:48:05] I said earlier on, May is SOL month. There are four people here who work inside school buildings and are incredibly busy. So I didn't say no. I put my thumb like this.

[02:48:21] I'd love to see what we can get done over the next hour and hopefully change to a thumbs up. Thank you. Any other responses to Dr. Rasheed's? Ms. Sullivan.

[02:48:36] I agree. At this moment, I'm a no. I'm open to seeing what work we can get done in the next hour and then make a decision on that. Ms. Bernay? I think we need to talk about issue number one.

[02:48:52] That is, we need to talk about the first thing on our list. And based on how that goes, I could be a potential yes. Ms. Chaudry?

[02:49:18] So are you saying skipping over the next item and going back to number one? Only because we've spent three hours on this one. And number one is actually the most important thing that it kind of dictates how the rest of it goes. So, yeah.

[02:49:36] I'm afraid we're going to come back to this one eventually and spend three more hours. Are we going to agree to just send this on to LAP, maybe add Ms. Bolin's language, which I liked, and then just

submit it and see what they do? Are we bringing this back to the mediator? I think we need to make a consensus on what we're doing with this.

[02:49:57] I appreciate your position, Ms. German, and I also have a strong desire to make a decision along those lines. But I think our endeavoring to get to that is exactly what Ms. Sullivan said, that we have not been able to get to it.

[02:50:17] And we can continue talking about it, but I thought that that was the straw poll, was do people support making this recommendation to L.A.N.P.?

[02:50:34] And it was, I believe it was a 5-4, close to even vote. Ms. Sullivan. And that would have moved the meeting on. We came to a straw poll vote, moved to the next item. And that's what I am again suggesting we do at this very moment.

[02:50:50] But you don't wish to go on to discussing the evergreen clause? I completely support going over the expiration date. That is the crux. That changes everything in terms of what can happen with this campaign and this resolution.

[02:51:15] Dr. Rashid. Then I think it's great to have, I guess, a redo of the straw poll for a mediator at the end of that one hour that's left. It doesn't hurt because it could change your mind or something. Okay. Is there an objection?

[02:51:31] Does anyone here have an objection to going back to the discussion of the expiration dates? Ms. Chaudhry? I don't necessarily have an objection, but I feel like if we still have one more item to discuss, why are we not discussing it?

[02:51:53] Ms. Sullivan? If the expiration dates remain on the cards, the bulk of where our cards were collected when we still had building access would be nullified, and we would not be able to move forward with any of these next steps.

[02:52:13] We need to know where we stand with this. Ms. Willoughby. I think I want to just echo what many of us have said from the beginning, that again, this resolution, while not a contract, is a document that the school board would approve and essentially becomes like a law.

[02:52:31] that the school division must follow so it is very important regarding the language that's in there in terms of focusing on the first item because that is so specific to lea and again this resolution is supposed to be giving us the direction of how to move forward with any union representation so going back to focus on one that where in my opinion lea has has a vested interest in it i think defeats the purpose of the good faith of what we're trying to do here with the resolution

[02:53:02] which is for LCPS to have the roadmap of how to move forward with whichever union is designated. Thank you.

[02:53:15] We will take a 10-minute break, sort of, for the day.

[03:02:31] I might have to go back to my day job. I was really hoping not to because, like, my home is in between here and my day job. But my boss, when she came to talk to me at 11 and I reminded her that I needed to leave, She said, are you coming back?

[03:02:55] And I was like, yes. I work at Graham Law Firm in Leesburg.

[03:05:57] So everyone is back to the table, and there has been a suggestion to move to discussing the first concern raised by LEA, which is item 3.01 on the agenda, removal of the expiration date.

[03:06:22] This was addressed and discussed extensively at our previous meeting, and as a reminder, we are talking about lines 359 to 361 of the draft resolution, which in the draft version provide that the employee authorization cards would only be accepted as evidence of the employee's wish to seek certification for exclusive bargaining representation if signed within 24 months prior to the date on which the employee organization submits its election request.

[03:07:00] Ms. Bernay. I'd like to make a motion that we do a straw vote on whether or not to recommend to the LAP committee the following edit to the draft collection bargaining resolution that's starting on line 358. We strike the sentence that starts with the foregoing items.

[03:07:16] So the proposal is to remove that sentence. The foregoing items will be accepted as evidence all the way through the end to submitted its election request without any replacement language, as I understand it.

[03:07:36] That's correct? Okay. Does anyone else want to speak to the proposal?

[03:07:51] Ms. Bernay. I'd just like to say we talked about this for over an hour and a half the last time. I think we all kind of understand it. I'm happy to explain it again, but I think we all have an idea of where we stand. Thank you. Mr. Hanson.

[03:08:12] I believe I shared at the April 15th meeting what my situation was specifically, and this is true for a lot of Loudoun educators. I signed that card in the fall of 2021 under the language of the current draft.

[03:08:29] My card would not be valid, and that's just unacceptable. We are also not talking about employees who have left LCPS, right? These are retirees or people who've resigned, moved to other divisions. Any cards that they signed clearly would not count.

[03:08:46] Thank you. Ms. Boland. So I would just kind of like to clarify. I think the concern from my perspective is the dual purpose of the card. I don't agree that Mr. Hansen's card would be null and void. I believe that it was utilized for what the original intended purpose was, And that was to get a percentage of an employee group to require the board to take a vote

[03:09:20] as to whether or not they would consider collective bargaining at LCPS. Thank you. Ms. Sullivan. The discussion at the moment is removing the expiration dates from the card. The dual purpose of the cards, the cards were already certified for licensed staff.

[03:09:40] And this language has been used throughout Virginia. It's time to make a decision about removal of the expiration dates on the cards. Is there further discussion, Ms. Bernay?

[03:10:01] I guess I just want to explain it because I actually understand it better now or I learned more about it than I did even at the last meeting that we had. So this expiration date of 24 months, it's a moving target.

[03:10:18] won't you won't start counting 24 months until after someone calls for an election until after we request an election right we apply for an election we haven't even gotten through this draft resolution we have to get through that before someone can request an election so when is that going to be so counting

it's continuing to get farther and farther away so you continue to um negate more and more cards the farther we're moving that's why so many

[03:10:54] jurisdictions have just removed that expiration date because it's a we don't know it's it's moving farther and farther and farther away every day every day more people's cards have been uh no longer count right every single day let's let them count that that i don't i hope that because it was really confusing to me i hope do you understand i was thinking of you miss chowdhury too because see how it's moving that that was the part that i didn't understand until very recently thank you for that clarification ms bernay so the the 24-month period is only as to the use of the

[03:11:33] authorization cards to trigger the election the representation election is that that's correct it has nothing to do with support of lcps eventually coming to a or approving a collective bargaining resolution. Mr. Hanson, you wanted to say something as well? Okay. Straw poll on LEA's

[03:12:01] proposed change. I will say I don't quite feel comfortable with striking this language and not replacing it with anything. I see LEA's position and I understand, I feel that I understand the concerns and the reasons for those concerns. And I would support either significantly extending

[03:12:36] that that time limit to something like five years or seven years or asking lea to contact the people who sign cards and say if clarify as we discussed at the previous meeting we plan to use this for this purpose as well if you don't like that you can opt out advise us within a week two weeks

[03:13:08] that you opt out. Ms. Sullivan. Well we're not voting anyway it's a consensus.

[03:13:27] It's a straw poll. This is how we came to a determination on the last one that I moved that once we had a straw vote straw poll that we moved on. I just want to understand but how many votes there were for and against and no matter which way it is then we know how to move next in the meeting.

[03:14:01] Were there five? Will you please give a thumbs up? Yes I believe there were. I believe there were five. Understanding would that be the end of this discussion and we move on to the next so but before we do that What is is I mean, I assume LEA's position then would be that this is the recommendation we make to LA and P That's what all of these actions are voting on correct We make a decision and we and you pull us and we determine what we believe is best And the five of us just showed that we believe the expiration date should be removed and it is time to move to the next item

[03:14:40] Ms. Willoughby and then Ms. Boland. I just want to clarify because that was not my understanding of the other item that we did a straw poll vote on. And so that was 5-4 to also recommend. So is that what we're doing? Because my understanding of consensus is different than majority.

[03:15:00] I mean, I don't know what we're doing then. I'm confused regarding your intent with these straw polls. So, Ms. Willoughby, you're correct that our previous, the straw poll on the building access issue was also at least five in favor of a proposed recommendation.

[03:15:22] And I had hoped to try and hammer out people's concerns so that we could either get to a unanimous position or get closer to a unanimous position. But the preference of more members of this committee was to discuss this issue.

[03:15:39] That being said, our responsibility is to make recommendations to the LANP committee. And as I said at the outset of this meeting today, yes, if that's the will, I can report back to the LANP committee that it was a 5-4 majority preference to recommend this proposal.

[03:16:02] But in doing that, I would also want to clarify that there is another view, unless people want to go to the mediator and see if we can come to an agreement. Ms. Bullen.

[03:16:18] Well, and I guess I need to clarify, too, because my understanding was the same as Mrs. Willoughby's with the straw vote. It was further discussion and then potentially we were doing after an hour of whether or not to move to the mediator in the hopes of getting closer to consensus for our recommendations for LAMP.

[03:16:38] I thought the goal was to get to consensus or as close as possible, not a 5-4 vote. That's not consensus. My hope was to get to consensus or close to consensus. I think the straw polls or temperature checks or whatever we're going to call them are important to get an idea of how close or far apart we might be on positions.

[03:17:05] And as we discussed previously, the mediator will only work with us if there is unanimous agreement to work with the mediator. So that's why I'm asking if LEA's position is that we end discussion of this issue and make these recommendations to the board.

[03:17:25] I would presume if that is their position, that if I say, are you willing to have a session with the mediator so that we can try and get to an expanded majority of this, that I don't necessarily anticipate that the answer would be yes.

[03:17:45] Ms. Chaudhry. so uh if so a straw poll that gets that gets reported as a vote is a vote not a straw poll um and this my other question is then number four item that we've been discussing this afternoon that was one vote the other way so will you report that too and then we're going to go with the designated spot and there's no more discussion on that because we can't halt discussion on some

[03:18:18] items and report forward and not on others so then i i take your point ms chadri dr rashid i i thought we uh you asked for a just you know like you had asked for any type of insight or discussion about um the expiration dates once there was no more any any more expiration dates we went ahead and did a straw poll and then after the straw poll i thought we were going to then see if unanimously we wanted if anyone changed their mind to see if we wanted to do a a mediator

[03:18:55] And then that's what I thought the sequence would be, but I'm not sure. We certainly can do that. Mr. Hanson. So I think there is some disagreement on kind of the fundamental structure for this committee.

[03:19:14] I said in my opening statement at the beginning, and I said it for a reason, that at our inaugural meeting, Ms. Donahue said that we would seek consensus, but use Robert's rules of order when required.

[03:19:34] If we are going to operate solely by consensus in order to make official joint committee recommendations to the LAP committee, I think the last three and a half hours have proven my initial point.

[03:19:54] We ain't getting there. And we're busy. So I'm just really struggling with continuing to bang my head against the wall when I've got 150 students who would be better served with my being there.

[03:20:10] Mr. Raupel, is there a willingness to see the mediator? Can I tell you what gets me here?

[03:20:39] Sure. If we agree that mediation is not focused on consensus, we've got to make decisions and recommendations by this joint committee some other way.

[03:20:58] Consensus is not going to work regardless of if we've got the most amazing federal mediator on earth. I think we've got seven and a half hours of proof that it ain't going to work. Mr. Allen. Can you comment? So I can't speak decisively on that, but my understanding is that after utilizing the mediator, if they're still crystallized positions, those could serve then at the pleasure of this group, forwarding them as decision points for the LAMP committee, who is the ultimate decider, and they'll vote on these items as an action item,

[03:21:37] essentially as a proposed collective bargaining resolution to go to the board. So if there's still not a consensus, so to speak, or unanimous decision on each of these items after mediation, my understanding would be it would be appropriate for this joint committee to then pose those to the LAMP committee as decision points.

[03:21:58] But it allows for more discussion and more opportunity for areas of compromise through an expert mediator on these issues. Mr. Allen, we could do that now, though, right?

[03:22:15] I'm sorry, what was that? we could save all of ourselves a lot of time and just do that now and that's that's at this committee's discretion thank you mr allen and the only issue we have not discussed is the final item on the agenda so is there an objection to moving to a discussion of this item the evergreen

[03:22:52] clause not seeing any objections so the proposal is with regard to section 9 lines 654 to strike certain language that governs how the parties would proceed if they are not able to reach an

[03:23:26] agreement as to subsequent negotiations. This does not apply to the first round of collective bargaining. Ms. Sullivan, would you like to speak to LEA's position? Or Ms. Brené?

[03:23:47] I would like to recommend that to the LAMP committee the following edit to the draft collective bargaining resolution starting on line 653 we strike quote the earlier of through expired collective bargaining agreement end quote and that we replace this with quote the parties

[03:24:11] reach a new agreement end quote that's what it is on the version that i'm looking at uh on line 653

[03:24:28] i one discussion on the proposal ms chaudry may i ask you to explain that further please

[03:25:02] So the idea is that once we get a collective bargaining agreement and then we're working, you know, they typically last three years. They don't have to, but they typically last three years. And once towards the end of that three years when you start negotiating the new one, that if there were an impasse, that after the three years that you would not revert back to the way it was prior to that agreement.

[03:25:31] So that you wouldn't, the gains, you might say, or just the requirements of that collective bargaining agreement are not nullified because we've gone over the period of time where it would be ratified. So, for example, an example would be, I mean, this isn't the case for us, but imagine you have a job and you don't have any medical insurance, and then there's a collective bargaining agreement and now there's medical insurance included.

[03:25:55] like oh yeah i've got medical insurance now and then it's only a three-year contract and then after that contract expires you would go back to no longer having because before that you didn't have any medical insurance well what we're saying is keep it you keep whatever is there right there you keep all of that while you're negotiating the next one so in case it's in case there's an impasse it doesn't have to be but in case there is you get to keep you keep that agreement that you already had in place that people were

accustomed to imagine salary increases that you know for example now you're making uh more money and then you're saying that if if we don't

[03:26:31] have an agreement right then then i go back to making what i was before it could be a really big difference it's going backwards it would be terrible that's the idea so i understand that idea but what i'm wondering is will that then keep people from keep one side from coming to a new contract well there are there are already parameters in place we have to start negotiating right March I think bloody blah and we have to finish by so

[03:27:03] you gotta you gotta finish but this says if we're at an impasse yes but I mean both parties would it's in both parties best interest to come up with an agreement as soon as possible I don't know why who who benefits by stalling it that nobody's winning by it being stalled for three years.

[03:27:30] Mr. Hanson. If I can try to answer that question as well. Typically, in labor management negotiations, this kind of a clause is in there because it would be in managements, in this case the division, interest to revert back to the conditions prior to the collective bargaining agreement.

[03:27:52] And this can be a tactic to delay so that, well, we don't have to pay for health insurance anymore, or we didn't like that part of the last collective bargaining agreement, so we're going to let it lapse after a year and start over from square one.

[03:28:10] That's what our evergreen clause in past language would fix. It's literally taking out the one year from the date. Does that help? No, that absolutely helps, but to me I'm thinking that it could also work the other way.

[03:28:30] It's harder for me to imagine it working the other way. - It could also work the other way. - Ms. Sullivan? - I understand it could go either way, but the goal of collective bargaining is to come to the table, both sides, in good faith, to do what's the best for the school system, the students, and the educators.

[03:28:51] - Ms. Boland? - So if I remember correctly, I think from an LCPS perspective, this really had to do with retaining the board's authority, and I may need to defer to legal counsel because if I recall correctly, this was a school board authority issue as to why we were not in agreement with the change.

[03:29:24] Mr. Allen. Thank you, Madam Chair. That's my recollection from the November LNP committee as well. The former committee understood that at the end of the day, the school board retains authority to, in its sole discretion, choose to continue any and all provisions of an expired collective bargaining agreement.

[03:29:51] So they wanted to be transparent about that and that's because under Virginia law, any kind of arbitration which would be part of an impasse procedure would not be enforceable.

[03:30:06] Ms. Johnson, do you have anything to add? Ms. Allen, would you like to comment or add anything?

[03:30:23] I'm not sure I understand the perspective on board authority. I mean the board will have approved the initial CBA, right? It will go to a board vote, and it will approve any successor CBA in the same way.

[03:30:39] I don't understand why the board is losing authority by just staying true to the terms of its own contract. Mr. Allen. Yes, thank you, Madam Chair. My understanding, since this is an impasse for any subsequent CBAs, if there's an impasse, this provides an opportunity for further negotiation if, you know,

by the time of the expiration date of the collective bargaining agreement, there are still issues to be resolved so it allows more initiative for the parties to reach a new agreement and if they cannot one year from the date the collective bargaining agreement was

[03:31:19] scheduled to expire at the end of the day that the board still maintains authority to continue any and all of the provisions of an expired collective bargaining agreement and so that is where the LNP committee thought it would be transparent and stating that one recommendation that a board member made an outgoing board member made was with the notwithstanding the forgoing language as i recall it was following that the recommendation was to replace the notwithstanding and

[03:31:57] the forgoing on line 658 to be following that so you'd allow for an opportunity for the parties to reach a new agreement if one year from the date the collective bargaining agreement was scheduled to expire there was no agreement then at the end of the day the board in its sole discretion pursuant to law applicable law would choose to continue any and all of the provisions of an expired collective bargaining agreement mr hansen i just have a question for miss allen uh in the uh collective bargaining agreements that have

[03:32:33] been reached along with in various places in virginia or the resolutions that precede them How was this issue addressed? Just off the top of my head, and I'd have to look back.

[03:32:51] It's a mixed bag. This language has been recommended as model language in a number of school divisions, and many have rejected it. And instead, inserted language that's very similar, if not identical, to what LEA has proposed, and others, it's been accepted.

[03:33:14] Is there any further discussion on the proposal? Seeing none. The proposal or the request was to have a straw poll for the LEA's proposed amended language for the Evergreen Clause on lines that would remove lines 656 through 659 of the draft resolution.

[03:33:51] Ms. Bernay, go ahead. Just about that because it looks like we're fixing to vote. We're asking that contracts that were agreed to be honored, right, if they were ratified, that they be honored, and that they not be dependent on the politics of the school board coming and the school board going.

[03:34:13] That's the whole idea about this, that it's beyond that. It's a contract. It's an agreement between employees, right, and the division. So that's all I'll say. Thank you, Ms. Brené.

[03:34:30] Any further comment or discussion? Okay. straw poll on the proposed amendment. Looks like 6-3 in favor.

[03:34:59] It is currently 3-43. We have a hard stop in 17 minutes because this room is going to be in use after that time. Rather than, rather than slash, at least before jumping into any further substantive discussion, I think we need to have at least a brief discussion about what this group, how this group wants to move forward.

[03:35:28] We have taken straw polls as to three issues. So the other five we have discussed, but we have not taken straw polls. We can try to squeeze that in in the next 17 minutes.

[03:35:44] We can take another straw poll about working with a mediator. Or I did feel from the previous meeting that we had sufficient conversations on those issues, even if we did not officially take straw polls, that we established a good sense of what the positions were, and we could simply decide.

[03:36:16] We don't think there's benefit to further discussion, and we can put both options in front of LA and P. Those are the options as I see them. If people envision other options, I hope that they will raise them.

[03:36:32] But how should we move forward? Are you doing this before you talk to us about whether we need a mediator or not?

[03:36:57] Well, this is, I mean, to me, part of the discussion. We have now discussed all of the concerns that LEA raised, and that was the mandate given to this group, was to consider each of LEA's eight positions.

[03:37:13] We have done that. If there is thought or support for continuing to try and reach some compromises, then we can certainly schedule another meeting for the nine of us we also have the mediator available to assist us with any of those discussions and I guess that's what I'm asking is is there an appetite to continue discussions Ms. Willoughby I'm following what you're describing um I mean

[03:37:49] this meeting has progressed differently than the first meeting but also I think unexpectedly in terms of like all like this meeting we're voting straw vote and even during the meeting the intent the straw vote I feel like has been changed and so for that reason I would support what we had discussed at the last meeting which we had already placed on all of our calendars the meeting on the 16th with the the mediator and that's where I'm at thank you Ms. Willoughby other thoughts Ms.

[03:38:27] Sullivan I believe in our discussions over the past two days all sides have shared their thoughts and I am not interested in entertaining and meeting with the mediator we can the recommendations that that we have so far can go forward to LAMP? Ms. Chodras?

[03:38:46] So I think if that's the case, then I think that it's fair to recommend to them exactly how committee members felt. And I feel like essentially we voted and that was not the intent of this committee.

[03:39:02] If what we're going to say is item one was five to four and item two was six to three and then we voted. I am interested in the mediator because I think our discussions last time were very in-depth, and I don't really think we even attempted at coming to consensus.

[03:39:21] We just talked, talked, talked, and then when we got tired, we went on to the next thing. So I don't feel like I can't vote on those today. You can call it whatever you'd like to call it, but essentially it's a vote if you're going to report it as 5 to 3 or 6 to 3 or 5 to 4.

[03:39:40] Those are votes. Thank you, Ms. Chaudry. And I would like to add to that that I would be in support of spending some time with a mediator. I felt like we got a lot closer in discussions today to being able to come to compromise, possibly even consensus.

[03:40:01] And I have some hope that a professional who has experience getting sides to agree in mediation could have more success leading this conversation.

[03:40:18] That's my two cents. Ms. Boland. I would tend to agree. I would definitely be in favor of a mediator. I feel like the intent of this committee was to try to come back to LAMP with recommendations that were thoroughly discussed, thoroughly thought through, and at a point where we were at more of a consensus.

[03:40:46] And I agree with Ms. Chaudry. I think we talked a lot about topics or certain items at last meeting, but we didn't get to a place of consensus because I felt like at last meeting the intention was

always to possibly get to a meeting with a mediator.

[03:41:04] I don't think we've done enough work to just take it back to LAMP. It's just my thoughts. Thank you, Ms. Boland. Dr. Rasheed. If we agreed to have a unanimous decision of having a mediator, would our straw polls and everything we did today, would that be futile?

[03:41:26] Would that negate it? I don't believe so. I'm not having, myself not having worked with a mediator before, but from what I've tried to learn about the process, that this process is necessary to, essentially for us to find that we're at an impasse and to figure out the crystallized positions of the sides.

[03:41:54] Ms. Chaudry. Um, I also think that if a mediator comes in and works with us and we can come to some consensus, then everybody walks away saying, okay, you know, we gave in here and this is what we lost and that's what, otherwise I think you walk away from the table feeling like winners and losers and I don't think that's the intent of this committee and I don't think that puts us, um, forward in a more positive way, um, for either side and so I think a mediator always helps we do this in schools all the time it kind of helps everybody

[03:42:30] feel like they had a say they had a part and this is where we're going as a whole so that is why I think a mediator is better than just votes and then Ms. Bernay and then Ms. Sullivan our eight points are already a compromise as far as LEA is concerned these eight points were we've already narrowed it down to eight we had about 30 so we consider this a compromise and we're not interested to be honest and compromising on our compromises and pushing it off another two weeks if we were

[03:43:07] meeting tomorrow with a mediator i might say yes but putting it off two weeks um it's this is a delay tactic this is a union busting tactic and we want no part of it that puts it at two weeks we're not going to probably come to consensus on all eight issues that day either we will never come to consensus I think that's really really clear and then what we make another meeting for when he's available two weeks later or she's available two weeks later we need this I think we're going to take our chances with the LAP committee at this point honestly I'm just putting it all out there I'm not

[03:43:42] talking to my colleagues or anything but I need to be in the classroom my students need me I find this a waste of time personally as an educator I need to be back in the classroom. Thank you. I just want to echo that. I'm sorry. Sorry. I had already said Ms. Brunet and then Ms. Sullivan. I just echo what Ms. Brunet said. I don't recall if we mentioned at the last meeting, but there were about 30 items that were egregious in what came out of the, that's in the draft resolution. These eight are a compromise. These are items that are

[03:44:19] crucial to having meaningful collective bargaining with your employees. And as I said earlier, I am willing to take this and what work we've done now and whatever work needs to be done forward to the LANP committee. - Thank you, Mr. Hanson.

[03:44:36] - So now I'm in the same boat as Ms. Brené. I've got a reading SOL, which they can find a proctor for, but the last unit test of the year is the following day. I'm gonna be losing a review block. And it's not like I can move that because we've got our final project starting that next week as well.

[03:44:55] So we've got some real challenges in the classroom. So long as this committee seems to view this as a consensus process, I'm very reluctant to commit more time to it.

[03:45:10] I've already committed now almost eight hours. So I'm willing to take our chances with the LANP committee. Ms. Bulland.

[03:45:29] So I'm a little thrown. I'm a little surprised because I thought at the last meeting we held dates. We all talked about dates. We all talked about calendars, and we asked for holds for the mediator. So we knew the dates.

[03:45:47] I'm feeling a little bit like thrown off by the words used, union-busting tactics. We all looked at calendars and committed to dates and asked for holds for the mediator.

[03:46:02] So I don't understand where the accusation of us delaying tactics are coming from when we all came to this consensus. And I'm a little confused as to where we are or why these two weeks are being used or demonstrated as a delay.

[03:46:24] We all agreed to these dates. And we all talked about a mediator and the need for a mediator. And now that seems to be off the table. And so I'm a little bit confused as to how we got to this place. So before recognizing anyone else to speak, I do feel the need to point out it is now six minutes until we need to vacate this room.

[03:46:49] I think, although we haven't necessarily had everyone weigh in on whether or not they want to present any or all of these issues to a mediator, We have at least heard from the majority of the people sitting at this table.

[03:47:06] And we've heard from all three members of LEA. And there does not seem to be consensus support to have a meeting with a mediator. And my understanding, Mr. Allen, is that that would preclude us from using the mediator.

[03:47:27] Is that correct? That is correct. If there's not an overarching interest in both labor and management to utilize the mediator, then that stipulation has not been met. Okay. So what do you advise as next steps?

[03:47:58] We have discussed all of the issues, and there is not consensus to work with a mediator. So is the next step preparing some form of communication to report back to LA&P?

[03:48:15] I see that as being kind of the constraint around next steps. If there's not an overarching interest and agreement between labor and management to utilize the mediator, that option is off the table.

[03:48:32] And so, again, the purpose of this joint committee was to consider the eight items raised by LEA in the open letter and report back with, you know, potential decision points. and if you can't, reach a consensus on recommendations moving forward.

[03:48:50] Okay. So in light of that, I will start preparing a written document for review to submit to LANP.

[03:49:07] Question mark. Thank you, Madam Chair. Yes, I think that would be the action item or deliverable. Okay. Okay. Then with that and it being 357, thank you all for your participation.

[03:49:28] And this meeting is adjourned. Everyone get home safely and have a nice evening.



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