

MINUTES

CTA CBLT

CTA Office

February 21, 2019

In Attendance

Nick Anderson	CTA	Theresa Harter-Miles	District	Heidi Parker	CTA
David Azzarito	District	Farrah Hawkins	CTA	James Preusser	District
LeighAnn Blackmore	District	Matthew Hazel	CTA	Maribel Rigsby	CTA
Doreen Concolino	District	Myrlene Jackson-Kimble	District	Irine Roth	District
Albert Davies	CTA	Rivers Lewis	District	Elizabeth Silva	District
Wendy Doromal	CTA	Clinton McCracken	CTA	Mary-Grace Surrena	CTA
Gloria Fernandez	District	John McHale	District	Tom Winters	CTA
Ian Gesundheit	District	Phyllis Mills	CTA	Stephanie Wyka	District

Introductions, Announcements & Appointment of Gatekeeper/Timekeeper

CBLT

David Azzarito served as Gatekeeper/Timekeeper.

- Changes in CBLT Team Members
 - The District shared changes in the district team. Irine Roth is stepping down and Rivers Lewis serves in her place. David Azzarito resigned from the District effective February 28, 2019. There is no replacement at this time. In addition, Kelly Paduano stepped down from the district team. Cypress Creek High Principal John McHale takes Ms. Paduano's place.
 - CTA announced the addition of Nick Anderson, teacher from Freedom High, to the CTA team.
- Bargaining Session Chair
 - CTA raised a question regarding who serves as chair at the bargaining sessions. CTA would like the chair to alternate.
 - The District provided background regarding the current practice.
 - The parties agreed to alternate the role of chair between the District and CTA. CTA chaired today's meeting.
- Minutes
 - CTA questioned the status of minutes from the November 8, 2018, and January 10, 2019.
 - The District shared the minutes are not yet complete.
 - CTA requested a firm timeline for completion of minutes for review by both sides.
 - The District agreed to provide draft copies of minutes for November 8, 2018, and January 10, 2019, by Friday, March 1, 2019. The District agreed to provide draft minutes for the February 21, 2019, meeting by Thursday, March 7, 2019.
 - The parties agreed to provide draft minutes for all future meetings within two (2) weeks of the meeting to all team members.

The District invited Senior Director of Risk Management Beth Curran to present an update on health insurance. Ms. Curran reviewed with the CBLT a copy of the Employee Benefits Trust Trustee Meeting January 2019 report and responded to clarifying questions throughout her presentation. (See Appendix A)

Topics of Concern

CTA

- Substitutes
 - CTA shared the ongoing concern regarding substitutes and the practice of splitting classes when a school does not have adequate substitute coverage. CTA also shared a copy of the August 12, 2015, Arbitration Award. (See Appendix B) CTA presented CTA Proposal #3 regarding compensation for teachers who provide coverage for another teacher's students or accept student(s) into their class(es) when there is no substitute. (See Appendix C).
 - The District agreed to review the proposal.
 - In discussions related to DPLCs, the District stated that site visits rotate to occur on different days.
 - CTA requested a list of DPLC members, teachers and administrators, as well as which schools have teams that go off-site for training.
 - With respect to substitutes that cancel the same day as the assignment, the District stated this makes up 0.8% of the unfilled absences. Further, if a substitute cancels three times on the same day as the assignment, Kelly Educational Staffing restricts the access to online assignments.
 - CTA cited a situation involving a teacher denied a request for leave and advised they will file a grievance.
 - The District asked for the remedy for the grievance.
 - CTA stated either payment for the day or an additional day added to the teacher's leave balance.
 - CTA stated other districts have language that addresses compensating teachers who take split classes.
- PDMs (Predetermination Meetings)
 - CTA stated they want the specific allegations included in the PDM notice. Currently, the notice states misconduct. CTA also discussed the need for a private place to meet with employees in the Professional Standards office. CTA presented CTA Proposal # 1 regarding these issues. (See Appendix D)
 - The District agreed to review the proposal and requested reasonable flexibility with the private space item.
- Advanced Degree Supplement
 - CTA presented CTA Proposal #2 regarding the advanced degree supplement. CTA stated this proposal includes language used in other districts. (See Appendix E)
 - The District agreed to review the proposal.

- ESSA – Update on Lake Weston and Rosemont elementaries
 - The District shared information regarding the various levels for schools identified as low performing. With respect to Lake Weston and Rosemont elementaries, the District indicated that the FDOE required submission of a plan in the event either school does not receive at least a grade of “C” for the 2018-19 school year.
 - CTA stated, for the record, they are shocked they were not notified of the State Board of Education meeting and that CTA should be considered a stakeholder and included in any community meetings. CTA further stated requested were not provided.
 - The District stated, for the record, CTA received most of the requested documents today. The District asked if the union believed there was an impact.
 - CTA stated teachers should be notified and given updates. CTA asked several questions:
 - Are additional work hours required?
 - When will teachers be compensated?
 - Are there additional planning periods?
 - Is there additional professional development required and what is it?
 - Will teachers be told they cannot return the next year and not have a position?
 - Will the District honor the contract for non-PSC teachers who are reappointed?
 - CTA indicated they may have additional questions once they review/receive the documents.
 - The District indicated the District honors non-PSC contracts.
- Change of Assignment Mid-Year Due to iReady Scores
 - CTA shared teachers receive new assignments due to iReady scores and are told they will not be reappointed if iReady scores do not improve. CTA stated this conflicts with the evaluation system and causes undue stress to teachers.
 - The District asked for the school location(s) so it can be addressed with Deputy Superintendent Maria Vazquez.
 - CTA indicated the school is noted in the email provided. (See Appendix F)
 - CTA stated, for the record, teachers are being asked to read books for homework and put information from the reading in Canvas. The books are discussed in meetings. Teachers work after hours at home for free.
 - The District stated, for the record, an initial meeting occurred with Deputy Superintendent Maria Vazquez and there will be a follow up meeting on this matter.
 - CTA appreciated the District’s efforts to work on this matter but believes teachers need to be made whole.
 - The District indicated we can work on this further.
 - CTA wants to maintain the right to file a grievance.
 - The District previously send an email to hold this matter in abeyance.
- Evaluation – Domain 4
 - CTA shared that comments made in Domain 4 are not procedural and are not eligible for an appeal. Teachers need a way to dispute comments about personal issues placed on evaluations.
 - The District requested CTA prepare a Letter of Understanding for the District to consider.

- Marjory Stoneman Douglas Grant/Mental Health Model
 - The District shared there is a meeting scheduled for March 1, 2019, to discuss the mental health model and share concerns. The District requested CTA submit the questions two (2) days in advance of the meeting. The District also shared that the Marjory Stoneman Douglas Grant provides for school hardening/infrastructure only.
 - CTA requested a copy of the grant application.
 - The District agreed to provide a copy of the grant application.

Committee Reports

CBLT

- Appeals Committee
 - The Appeals Committee met February 15, 2019, to review two (2) remaining student learning growth appeals. The review resulted in a 3-3 split.
 - CTA stated there is no contract language regarding how to address a split decision.
 - The District indicated it would like to work with CTA to develop a letter of understanding.
 - The parties agreed to work on a letter of understanding.
- Human Resources Committee
 - CTA indicated we discussed most of the items earlier in the agenda; however, we still need to discuss the School Psychologist proposal. (See Appendix G)
 - The District clarified the proposal is to work fewer days and receive six (6) additional paid days. The District agreed to review the proposal.
 - CTA indicated they want a Memorandum of Understanding (MOU) on the employee hotline and presented an MOU for consideration. (See Appendix H) CTA agreed they are open to a counter proposal.
- Joint Safety Committee
 - CTA raised a concern that the District did not convene the February 4, 2019, meeting. The Co-Chair sent an email to the District regarding the missed meeting and received no response.
 - The District shared the former Chair resigned and did not send out either a meeting reminder or cancellation. The District stressed this oversight in communication was not intentional. The District is speaking with the department head regarding a replacement Chair. The District will address the lack of response to the Co-Chair's email.
 - CTA stated the lack of response is a violation of the District's Management Directive requirement to respond to emails within 48 hours and feels instructional staff are disrespected by this failure to consistently respond within 48 hours.
- Supplement Committee
 - The Supplement Committee met February 6, 2019. Senior Director for Fine Arts Scott Evans drafted definitions for the fine arts supplements. In addition, Co-Chair Clinton McCracken provided draft FAQs addressing fine arts supplements. The parties will finalize communication for arts teachers by the middle of March.
- Budget Committee
 - CTA requested a complete and total budget by the first meeting of the Budget Committee. CTA also requests any projections presented at the upcoming meeting.
 - The District will work to get a copy for CTA.
 - CTA requested information regarding the purpose of the Budget Committee.
 - The District agreed to provide an agenda prior to the meeting, if possible.

Committees

District

The District requested an additional item to discuss committees in general. The District recognizes CTA is not happy with the current committee process. The District suggested we develop a new committee made up of two members from each side and each side can bring subject matter experts (SMEs) as needed. Agendas will be presented a week in advance of the meeting. The District proposed creating a letter of understanding to address this process with a sunset clause. The District agreed to draft the letter of understanding and attempt to provide it to CTA by Monday, February 25, 2019.

CTA believes committees do not work and is open to the proposal. CTA asked how many members on the proposed committee and how will the committee address issues.

The District indicated the committees include two (2) to three (3) members and the committee will identify and prioritize the work. During the transition to this proposed structure, the Labor Management Committee (LMC) would prioritize issues that have gone unresolved for an extensive period.

CTA asked if the District foresaw the LMC being able to meet prior to the next CBLT.

The District replied affirmatively if both sides could come to an agreement.

Grievance Form

CBLT

CTA indicated they wanted to change the grievance form by removing referenced to the service unit and OESPA. CTA and the District signed the revised grievance form. (See Appendix I)

The CBLT identified the following action items and parties responsible.

After identification of the below action items, CTA requested that when the District presents any insurance proposals that the presentation also include a salary proposal. These items cannot be looked at separately.

Action Item	Party(ies) Responsible
November 8, 2018, and January 10, 2019 Draft Minutes by March 1, 2019	District
February 21, 2019, Draft Minutes by March 7, 2019	District
Review CTA Proposal #3, Substitutes	District
Information Request Regarding DPLC	CTA
Review CTA Proposal #1, PDMs	District
Review CTA Proposal #2, Advanced Degree Supplement	District
Copy of Lake Weston and Rosemont elementaries Turnaround Plan	District
Review iReady issue	District
Teacher Required Reading of Books	District
Draft Letter of Understanding – Domain 4	CTA
Copy of Marjorie Stoneman Douglas Grant	District
Draft Letter of Understanding – Appeals Process	District
Review School Psychologist Proposal	District
Resolve Arts Supplement Communication Plan	Supplement Committee
Copy of Current Budget and Committee Agenda	District
Budget Committee Language Proposal	CTA
Draft Letter of Understanding – Labor/Management Committee	District

CBLT confirmed the next meeting date as April 5, 2019, at the CTA Office

Appendix A

Employee Benefits Trust Trustee Meeting January 2019



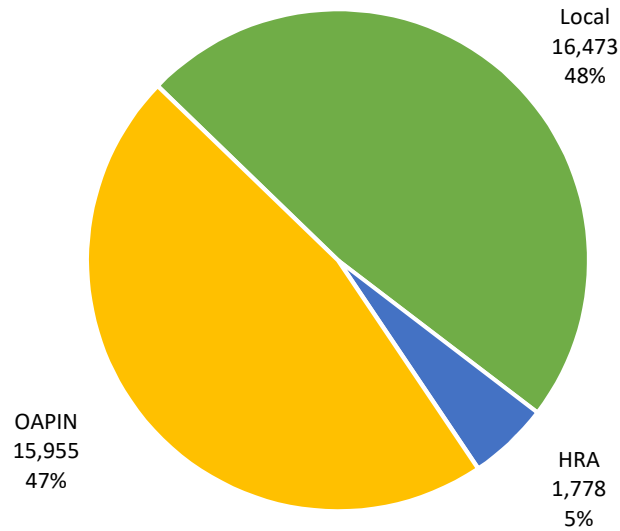
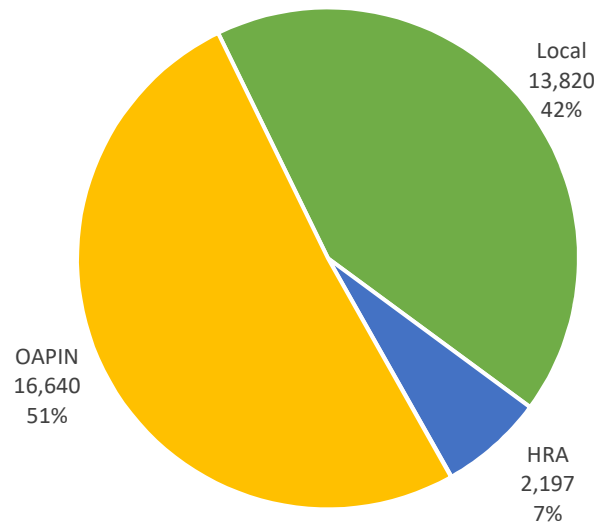
Orange County
Public Schools

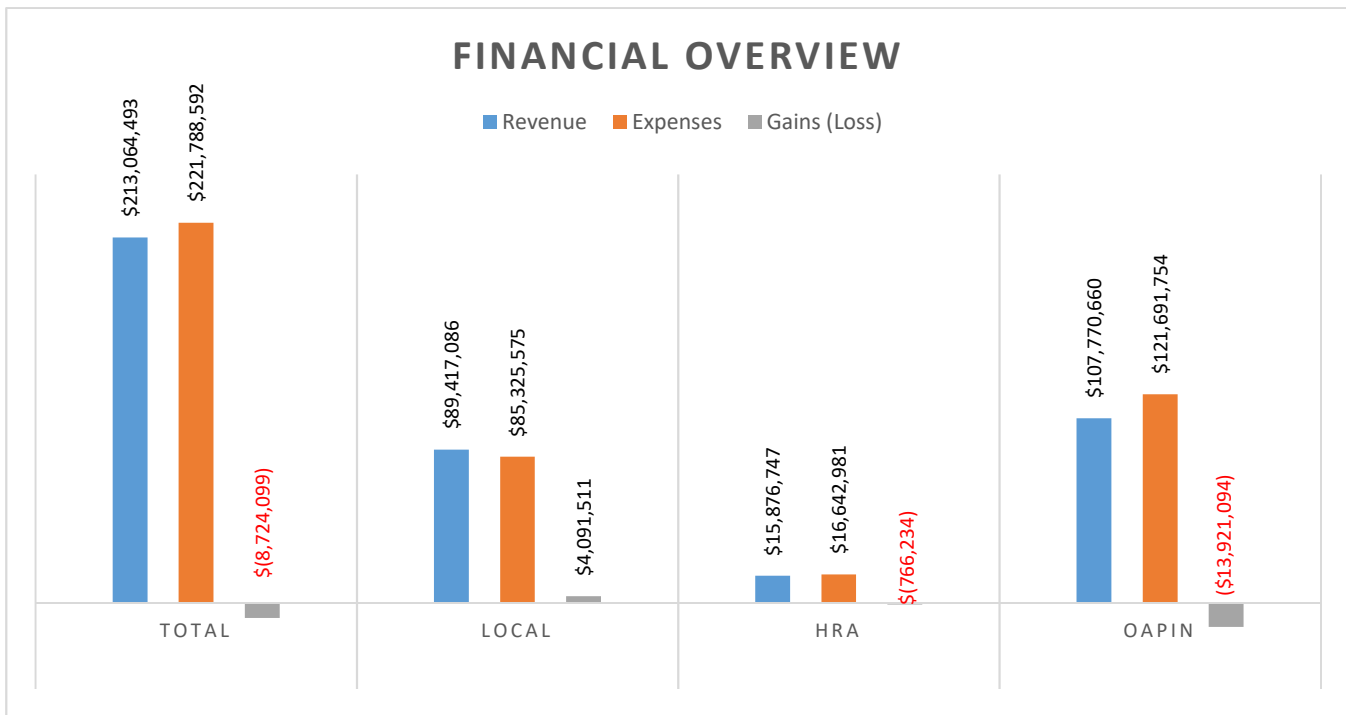
TRUST SUMMARY:

- Total Earned Revenue increased to \$213,064,493 (+6.8% compared to the prior plan period). Overall employee membership increased by 1,549 members.
- Total Expenses increased to \$221,788,592 (+13.05% compared to the prior plan period).
- The Trust experienced an overall loss of -\$8,724,099 (\$3,321,333 in the prior plan period).
- Overall Medical costs increased by \$25,160,786 (+13.53% compared to the prior plan period). The increase was driven primarily by inpatient spend, which is due to the increase in catastrophic claims.

Membership Changes

October 2016 – September 2017 compared to October 2017 – September 2018 - Overall employee membership increased by 1,549 (+4.74%). The family size has increased slightly to 1.63 from 1.60 in the prior year.

2017 - 2018 MEMBERSHIP BY PLAN**2016 - 2017 MEMBERSHIP BY PLAN**



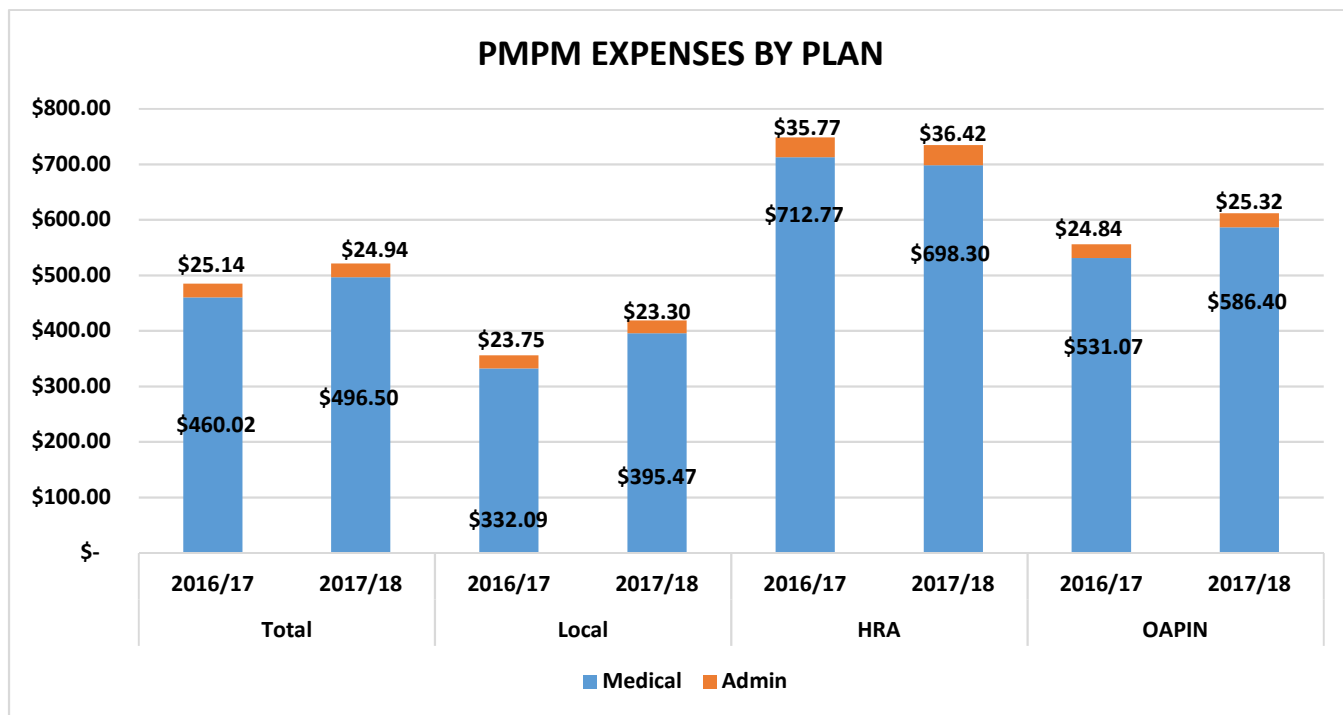
	All Plans	PMPM
Average Membership	34,206	
Revenue	\$213,064,493	\$500.93
Medical Expenses	\$211,179,194	\$496.50
Admin Expenses	\$10,609,398	\$24.94
Total Expenses	\$221,788,592	\$521.44
Gain/(Loss)	\$(8,724,099)	(\$20.51)
% Gain/ (Loss)	-4.1%	

	Local Plus	PMPM	HRA*	PMPM	OAPIN	PMPM
Average Membership	16,473 (48%)		1,778 (5%)		15,955 (47%)	
Revenue	\$89,417,086	\$438.86	\$15,876,747	\$700.90	\$107,770,660	\$541.74
Medical Expenses	\$80,577,780	\$395.47	\$15,817,954	\$698.30	\$116,655,178	\$586.40
Admin Expenses	\$4,747,795	\$23.30	\$825,027	\$36.42	\$5,036,576	\$25.32
Total Expenses	\$85,325,575	\$418.78	\$16,642,981	\$734.72	\$121,691,754	\$611.72
Gain/(Loss)	\$4,091,511	\$20.08	\$(766,234)	(\$33.82)	\$(13,921,094)	(\$69.98)
% Gain/ (Loss)	4.6%		-4.8%		-12.9%	

* Excludes HRA Contribution (\$250 per employee per year)

Employee Benefits Trust

Reporting Timeframe – October 2017 – September 2018

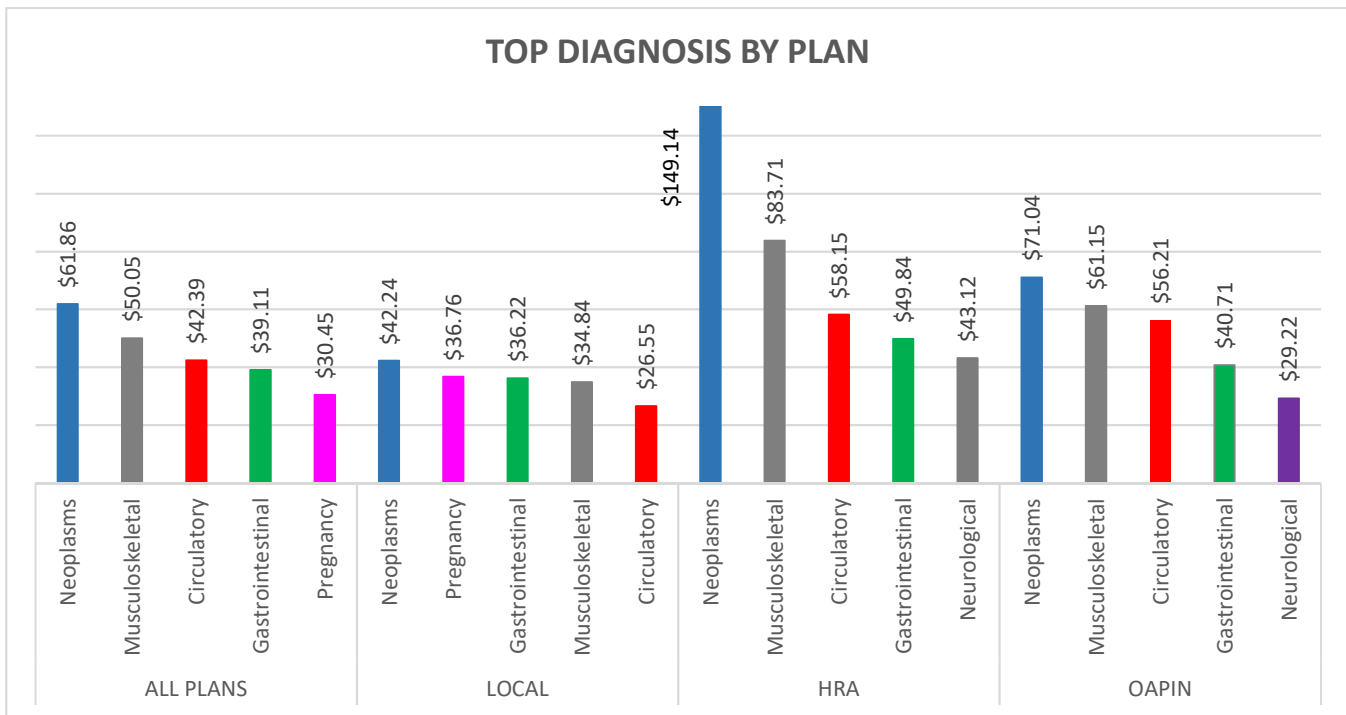


	All Plans		Change
	2016/17	2017/18	
Medical Expenses	\$460.02	\$496.50	\$36.48
Admin Expenses	\$ 25.14	\$24.94	(\$ 0.20)
Total Expenses	\$485.16	\$521.44	\$36.28

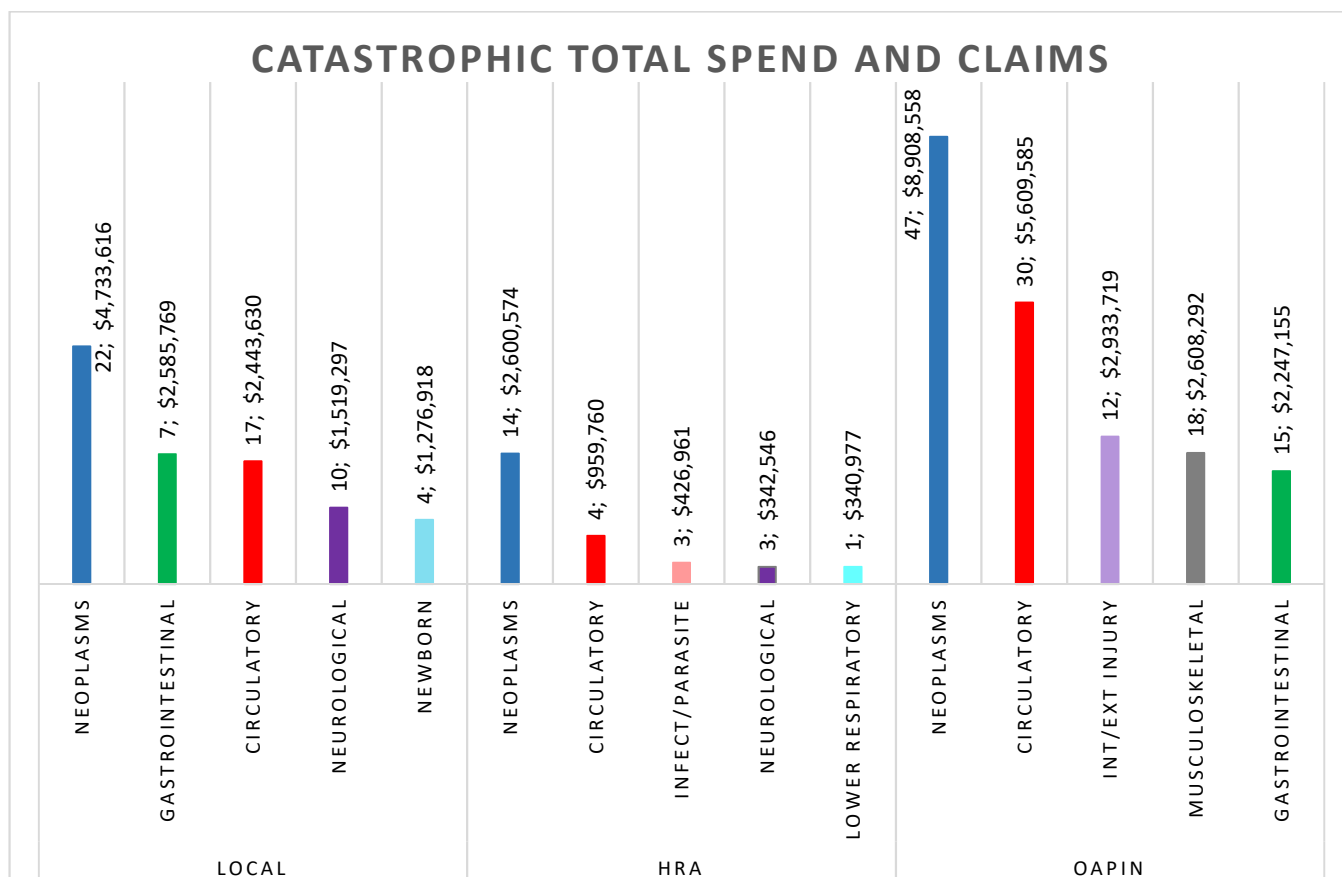
	Local Plus		Change	HRA*		Change	OAPIN		Change
	2016/17	2017/18		2016/17	2017/18		2016/17	2017/18	
Medical Expenses	\$332.09	\$395.47	\$63.38	\$712.77	\$698.30	(\$14.47)	\$531.07	\$586.40	\$55.33
Admin Expenses	\$23.75	\$23.30	(\$ 0.45)	\$35.77	\$36.42	\$ 0.65	\$24.84	\$25.32	\$ 0.48
Total Expenses	\$355.84	\$418.78	\$62.94	\$748.54	\$734.72	(\$13.82)	\$555.91	\$611.72	\$55.81

* Excludes HRA Contribution (\$250 per employee per year)

TOP DIAGNOSIS BY PLAN



Top Diagnosis			
All Plans	Local	HRA	OAPIN
Top Diagnosis by Plan			
Neoplasms	Neoplasms	Neoplasms	Neoplasms
Top Three Contributors to Top Diagnosis			
Benign	Benign	Female Breast	Care and Treatment
Care and Treatment	Other Blood/Lymph	Digestive/Peritoneum	Benign
Digestive/Peritoneum	Care and Treatment	Care and Treatment	Female Breast
Total Cost of Plan Top Spends			
28.5%	23.1%	39.6%	29.9%



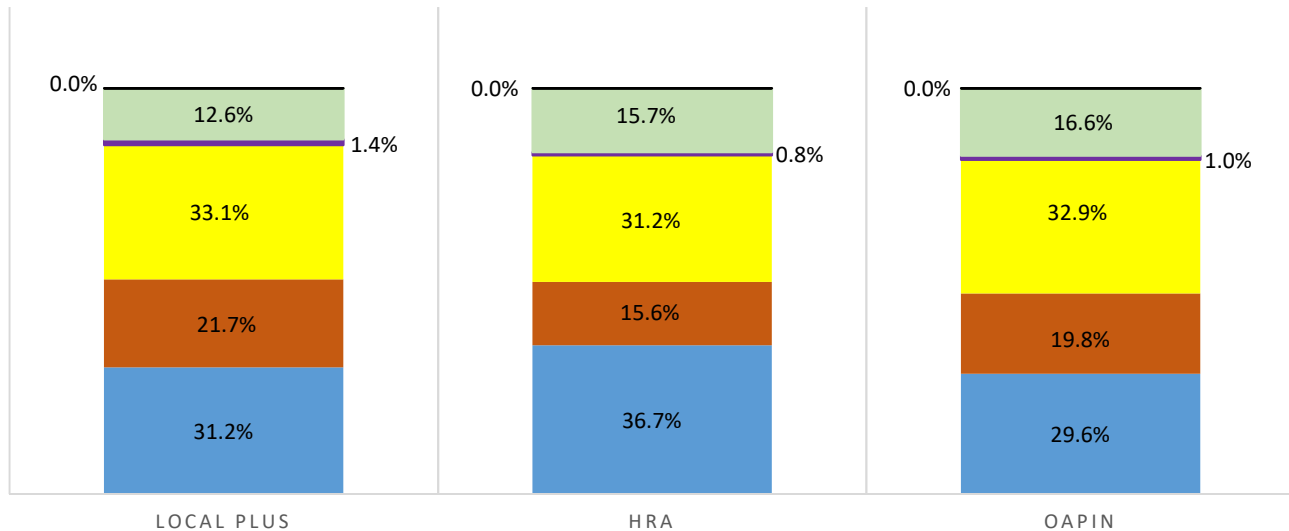
* Catastrophic Claims = > \$75,000

Catastrophic Claims			
	Local	HRA	OAPIN
Top Catastrophic Diagnosis by Plan			
Employees	63.9%	93.5%	71.4%
Spouses	21.7%	0%	17.3%
Dependents	14.5%	6.5%	11.4%
Over \$500K	4	1	8
\$300K - \$499K	2	5	22
\$ 75K - \$299K	77	25	155

Catastrophic Claims				
	All Plans	Local	HRA	OAPIN
Top Catastrophic Diagnosis by Plan				
# of Claims for Period (PY)	290 (265)	83 (77)	30 (31)	177 (157)
Spend for Period (PY)	\$56,289,362 (\$47,693,886)	\$16,813,230 (\$13,135,494)	\$5,359,532 (\$6,264,542)	\$34,116,600 (\$28,293,851)
Increase in Cost	18.0%	28.0%	-14.4%	20.6%
Average cost / claim (PY)	\$194,364 (\$180,226)	\$196,773 (\$165,253)	\$172,452 (\$202,311)	\$187,499 (\$147,708)

TOTAL PLAN SPEND BY PLAN

■ Inpatient ■ Outpatient ■ Professional Services ■ Behavioral Health ■ Pharmacy ■ PPACA



Inpatient		
Local	HRA	OAPIN
Top Categories Inpatient by Cost		
Pregnancy	Musculoskeletal	Musculoskeletal
Newborn	Circulatory	Pregnancy
Musculoskeletal	Female Reproductive	Circulatory
Digestive	Pregnancy	Digestive
Circulatory	Digestive	Newborn
Average Cost per Admit (PY)		
\$20,689 (\$18,435)	\$25,439 (\$29,513)	\$28,026 (\$23,155)
Average Cost per Bed Day (PY)		
\$5,450 (\$4,815)	\$5,618 (\$5,409)	\$6,306 (\$5,513)

Top Facilities by Plan Spend

Name	Unique Claimants	Outpatient Visits	Admissions	Bed Days	Inpatient Spend	Estimated Average Spend per Bed Day
FLORIDA HOSPITAL	5,289	14,890	939	3,770	\$28,036,389	\$ 7,436.21
ORLANDO HEALTH	4,565	12,718	1,343	4,648	\$26,216,378	\$ 5,640.85
HCA NORTH FLORDIA	439	707	77	268	\$1,930,521	\$ 7,196.68
JACKSON MEMORIAL HOSPITAL	4	33	5	196	\$1,524,490	\$ 7,791.29
EMORY UNIVERSITY HOSPITAL	3	6	2	116	\$ 987,604	\$ 8,534.69
SHANDS AT THE UNIVERSITY OF FLORIDA	41	109	5	45	\$ 304,130	\$ 6,723.40
THE NEMOURS FOUNDATION	244	614	22	79	\$ 279,790	\$ 3,546.24
TAMPA GENERAL HOSPITAL	15	35	4	15	\$ 145,127	\$ 9,854.16
ST JOSEPH'S HOSPITAL	4	4	3	14	\$ 142,112	\$10,391.68 *
MAYO CLINIC FLORIDA	20	61	4	11	\$ 106,041	\$10,080.24 *

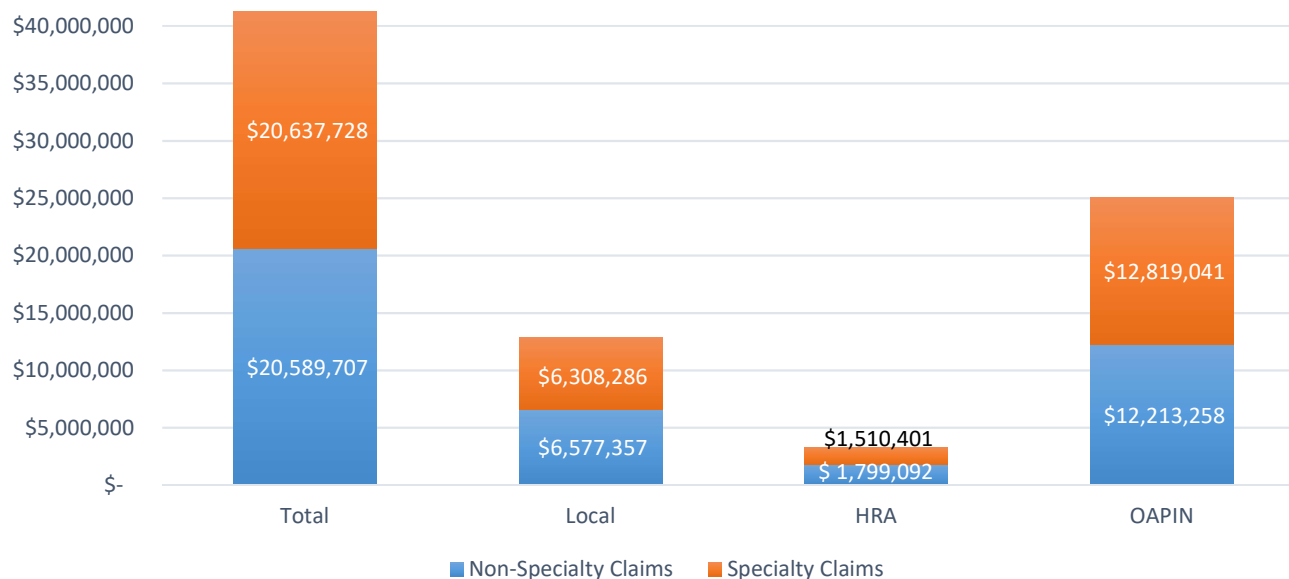
* The patient's diagnosis may skew this calculation depending on the type of care the claimant may have required.

Outpatient			
	Local	HRA	OAPIN
Top Outpatient Diagnosis by Utilization			
	Neoplasms	Neoplasms	Neoplasms
	Gastrointestinal	Musculoskeletal	Musculoskeletal
	Musculoskeletal	Gastrointestinal	Gastrointestinal
Average Cost for PCP Visit (PY)			
	\$134 (\$131)	\$115 (\$113)	\$121 (\$118)
Average Cost for Specialist Visit			
	\$181 (\$178)	\$166 (\$174)	\$184 (\$176)
Top Urgent Care Diagnosis by Utilization			
	Ear/Nose & Throat	Ear/Nose & Throat	Ear/Nose & Throat
	Lower Respiratory	Musculoskeletal	Lower Respiratory
	Musculoskeletal	Lower Respiratory	Musculoskeletal
Top Emergency Room Diagnosis by Utilization			
	Musculoskeletal	Musculoskeletal	Musculoskeletal
	Gastrointestinal	Gastrointestinal	Gastrointestinal
	Int/Ext Injury	Neuro/Cerebrovascular	Int/Ext Injury
Steerable Emergency Room (PY)			
# of Visits	577 (363)	42 (52)	445 (319)
Potential Savings	\$95,437 (\$53,848)	\$5,141 (\$5,081)	\$61,559 (\$45,786)
UC within 10 miles	97%	100%	99%

ER/UC VISITS/1000 BY DAY OF THE WEEK		
Day of the Week	ER Visits/k Mbrs	UC Visits/k Mbrs
Sunday	31.3	57.8
Monday	32.1	61.6
Tuesday	30.7	57.7
Wednesday	29.5	58.2
Thursday	29.8	55.1
Friday	28.9	56.5
Saturday	28.0	56.9
Total	210.3	403.8

Reporting Timeframe – October 2017 – September 2018

Pharmacy Claims



All Drugs			
All Plans	Local	HRA	OAPIN
Total Prescriptions by Plan			
307,438 (299,056)	107,763 (86,818)	24,603 (31,338)	175,072 (180,900)
Pharmacy Generic Dispensing Rate (PY)			
91.4% (91.2%)	91.7% (91.5%)	91.1% (90.8%)	91.3% (91.1%)

Specialty Drugs			
All Plans	Local	HRA	OAPIN
% of Total Prescriptions			
1.7% (1.6%)	1.2% (0.9%)	2.7% (2.7%)	2.2% (2.0%)
% of Total Net Rx Cost			
46.1% (44.9%)	44.6% (41.1%)	41.9% (38.3%)	47.4% (47.4%)

All Drugs			
All Plans	Local	HRA	Network
Top Therapeutic Classes by Cost			
Analgesics - Anti-Inflammatory	Analgesics - Anti-Inflammatory	Antidiabetics	Antidiabetics
Antidiabetics	Antivirals	Analgesics - Anti-Inflammatory	Analgesics - Anti-Inflammatory
Antivirals	Antidiabetics	Antivirals	Dermatologics

Specialty Drugs			
All Plans	Local	HRA	Network
Top Specialty Classes by Cost			
Rheumatoid Arthritis	Rheumatoid Arthritis	Rheumatoid Arthritis	Rheumatoid Arthritis
Human Immuno-deficiency	Human Immuno-deficiency	Human Immuno-deficiency	Growth Hormone and Related Disorders
Growth Hormone and Related Disorders	Growth Hormone and Related Disorders	Psoriasis	Multiple Sclerosis

Employee Benefits Trust

Reporting Timeframe – October 2017 – September 2018

Therapeutic/Specialty Class with Drug Name						
Therapeutic (Specialty) Class	Drug Name	Gross Cost	Utilizers	% of Class Gross Cost	% of Class Utilizers	Cost per RX
Analgesics - Anti-Inflammatory (Rheumatoid Arthritis)	Class Total	\$ 5,882,067	6,314			
	Humira	\$ 3,464,857	71			\$ 7,682.61
	Enbrel	\$ 1,026,132	29			\$ 6,886.79
	Top Drugs Total	\$ 4,490,989	100	76%	2%	
Antivirals	Class Total	\$ 3,824,895	3,629			
(Human Immunodeficiency)	Genvoya	\$ 679,529	22			\$ 4,470.59
	Truvada	\$ 601,724	48			\$ 2,593.64
	Odefsey	\$ 359,743	15			\$ 3,953.22
	Stribild	\$ 255,327	10			\$ 4,728.28
	Descovy	\$ 216,001	16			\$ 2,842.12
	Triumeq	\$ 183,504	5			\$ 8,341.10
(Hepatitis C)	Harvoni	\$ 285,768	4			\$ 31,752.00
	Top Drugs Total	\$ 2,581,596	120	67%	3%	
Dermatologics	Class Total	\$ 3,654,384	5,991			
(Psoriasis)	Stelara	\$ 1,088,323	19			\$ 16,004.76
	Otezla	\$ 366,824	14			\$ 4,031.04
	Taltz	\$ 268,172	5			\$ 7,247.89
	Cosentyx	\$ 196,001	5			\$ 7,840.02
(Acute Dermatitis)	Dupixent	\$ 173,771	7			\$ 2,996.05
	Top Drugs Total	\$ 2,093,091	50	57%	1%	
Endo/Meta Agents (Growth Hormone, Related Disorders)	Class Total	\$ 2,926,397	461			
	Humatrope	\$ 2,479,443	41			\$ 8,951.06
	Top Drugs Total	\$ 2,479,443	41	85%	9%	
Neuro Agents	Class Total	\$ 2,641,629	193			
(Multiple Sclerosis)	Tecfidera	\$ 641,557	9			\$ 10,692.61
	Copaxone	\$ 418,924	7			\$ 16,756.97
	Aubagio	\$ 340,929	7			\$ 10,654.05
	Gilenya	\$ 237,921	3			\$ 9,516.86
(Sleep Disorder)	Xyrem	\$ 491,475	6			\$ 10,684.24
	Top Drugs Total	\$ 2,130,806	32	81%	17%	
Antineoplastics (Oncology)	Class Total	\$ 2,433,273	463			
	Ibrance	\$ 533,396	6			\$ 12,699.91
	Tasigna	\$ 257,502	3			\$ 19,807.88
	Imatinib Mesylate	\$ 237,502	3			\$ 10,795.55
	Top Drugs Total	\$ 1,028,400	12	42%	3%	
Antiasthmatic Agents (Asthma)	Class Total	\$ 2,040,399	4,273			
	Xolair	\$ 648,607	27			\$ 3,837.91
	Top Drugs Total	\$ 648,607	27	32%	1%	

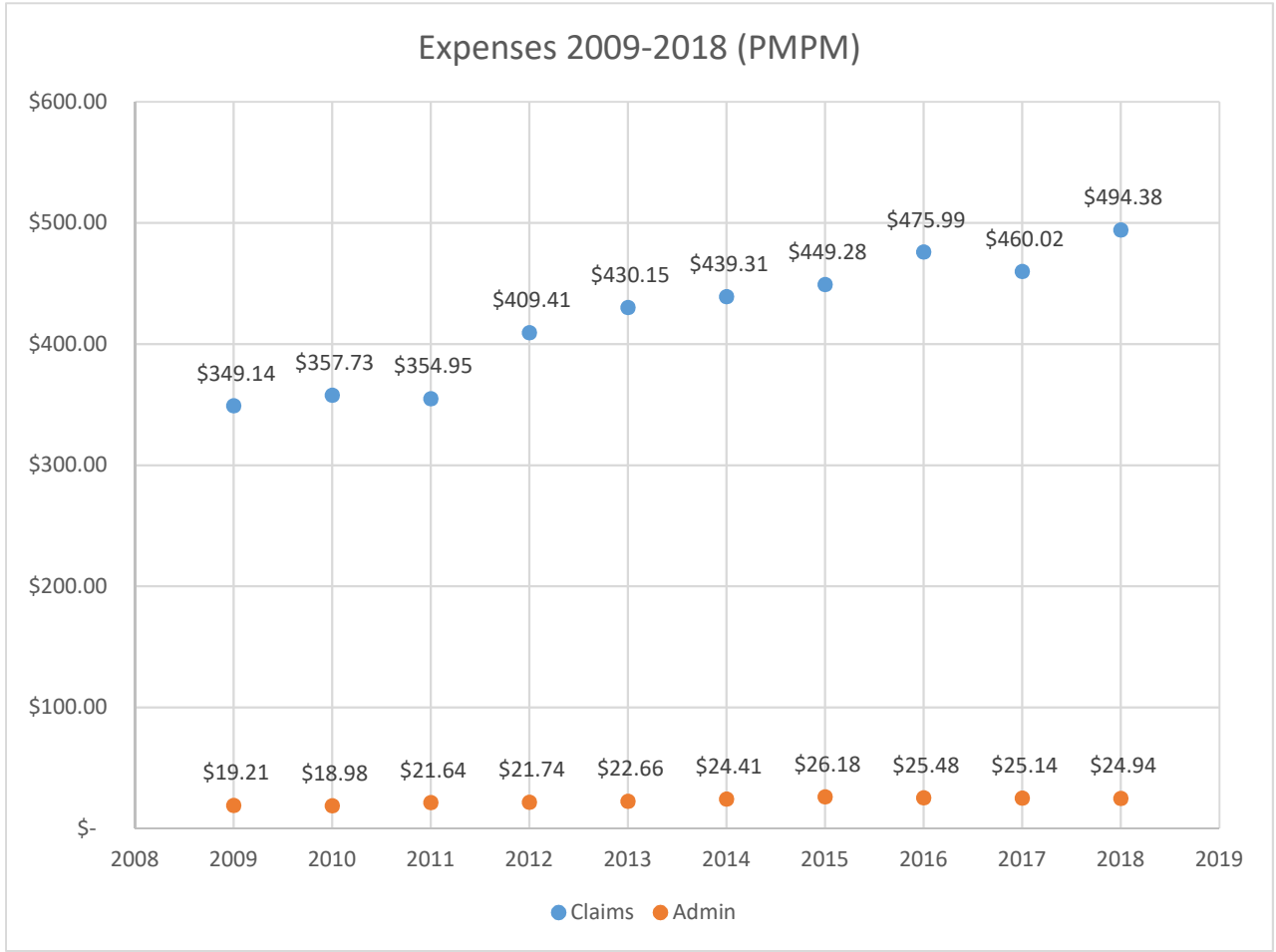
Behavioral Health						
All Plans # of Cases and Spend						
	2017		2018		Inc (Dec)	
Inpatient	105	\$ 259,476	104	\$ 308,795	-1%	19%
Autism	205	\$ 379,782	224	\$ 390,071	9%	3%
Outpatient	8,531	\$ 989,287	9,667	\$ 1,163,534	13%	18%
Long Term Intensive	272	\$ 191,228	251	\$ 247,575	-8%	29%
TOTAL	9,113	\$ 1,819,772	10,246	\$ 2,109,975	12%	16%
PMPM		\$ 4.82		\$ 4.87		1%
All Plans # of Visits and Spend						
Employee	556	\$ 907,527	799	\$ 1,018,738	44%	12%
Spouse	61	\$ 99,398	132	\$ 188,520	116%	90%
Dependent	605	\$ 812,847	804	\$ 902,717	33%	11%
TOTAL	1,222	\$ 1,819,772	1,735	\$ 2,109,975	42%	16%

	Local		HRA		OAPIN	
All Plans # of Cases and Spend						
Inpatient	53	\$ 155,412	3	\$ 5,985	48	\$ 147,397
Autism	111	\$ 226,588	3	\$ 10,080	110	\$ 153,404
Outpatient	4,293	\$ 509,992	585	\$ 63,171	4,789	\$ 590,371
Long Term Intensive	74	\$ 68,310	29	\$ 29,480	148	\$ 149,785
TOTAL	4,531	\$ 960,301	620	\$ 108,716	5,095	\$1,040,957
PMPM		\$ 4.54		\$ 4.86		\$ 5.23
All Plans # of Claimants and Spend						
Employee	330	\$409,587	60	\$ 91,669	409	\$ 517,482
Spouse	64	\$ 100,862	0	\$ 796	68	\$ 86,862
Dependent	350	\$ 449,852	2	\$ 16,251	452	\$ 436,613
TOTAL	744	\$ 960,301	62	\$ 108,716	929	\$1,040,957

Top 5 Diagnosis	
Diagnosis	%
Mood Disorder	24.9%
Autism	24.4%
Anxiety Disorder	20.0%
Adjustment Disorder	12.0%
Attention Deficit	6.2%

Employee Benefits Trust

Reporting Timeframe – October 2017 – September 2018



Appendix B

Substitutes

ORANGE COUNTY SCHOOL BOARD

FMCS NO. 15-00639-3

AND

CLASS ACTION GRIEVANCE

ORANGE COUNTY CLASSROOM
TEACHERS ASSOCIATION

GRIEVANCE #C-14-032

HEARING:

May 13, 2015

GRIEVANCE:

The grievance alleges that the Employer violated the CBA by using teachers to substitute for other teachers in foreseeable or nonemergency circumstances at Olympia High School.

AWARD:

The grievance is sustained as is set forth herein.

ARBITRATOR:

Elliot Newman

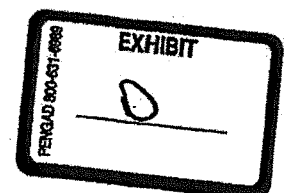
APPEARANCES

FOR THE ASSOCIATION

FOR THE EMPLOYER

Melissa Pfeiffer-Hermann, UniServ Director

John C. Palmerini, B.C.S.



Procedural History

By letter dated January 21, 2015 from the Federal Mediation and Conciliation Service, the undersigned was notified of his selection by the Orange County School Board (District or Employer) and the Orange County Classroom Teachers Association (Association) to hear and decide a matter then in dispute. Pursuant to due notice, a hearing was held on May 13, 2015 in Orlando, Florida, at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce documentary evidence in support of their respective positions. The parties summed up their positions in writing after the conclusion of the hearing. The matter is now ready for final disposition.

Background

The Orange County Public School System is divided into five learning communities, each under the supervision of a different Area Superintendent. The entire District serves about 191,000 students and employs more than 22,000 teachers, administrators and support staff. Olympia High School is located in the West Learning Community, and there are 156 teachers and 42 classified employees under the management of Principal Guy Swenson. Teachers are responsible to teach six class periods, and are guaranteed one planning period to prepare for their instructional responsibilities.

The District has contracted with Kelly Services to provide substitutes for absent teachers. Attendance Record Clerk Patty Mack-Solden is the substitute coordinator at Olympia High School, and she has been designated by Principal Swenson as the person to be notified about a teacher's absence (NT 175-176). Principal Swenson developed the process used by Ms. Mack-Solden to coordinate the substitutes for Olympia's absent teachers (NT 221-222). When Ms. Mack-Solden is notified by teachers that they will be absent, she is responsible to secure substitutes from Kelly Services (NT 176). Teachers notify Ms. Mack-Solden by email that they will be absent (NT 176-177, 192, see Association Exhibit 10). Ms. Mack-Solden checks her work email address up until 9 p.m. the night before the next school day (NT 177, 192). If she receives email notifications prior to 9 p.m., Ms. Mack-Solden will then text substitutes who have been on Olympia's campus regularly and who are familiar with Olympia's policies and procedures (NT 192). Regardless of whether she receives a text response from preferred substitutes, she enters the absence into the Kelly Services system (NT 192-193).

When Ms. Mack-Solden wakes up at 5:15 a.m. the next day, she checks her email to see if through the night a teacher has requested a substitute (NT 178, 193). She will then text the preferred substitutes, and while waiting for a response enters the absence into Kelly Services' system (NT 193-194). After entry into the system, the job is open to the entire pool of substitutes in the Kelly Services system to take the job (NT 194). Kelly Services is responsible for getting a substitute to accept the job at Olympia (NT 194).

While Olympia's Administration requests that teachers contact Ms. Mack-Solden to procure a substitute, she testified that teachers sometimes log into the Kelly Services system to procure substitutes without first contacting her (NT 195). Ms. Mack-Solden testified that there is no prohibition against Olympia teachers contacting Kelly Services directly (NT 195).

Ms. Mack-Solden and Principal Swenson testified that substitute teachers from Kelly Services are not called to substitute for one or two classes because substitutes will only come in to pick up at least a half-day of work (NT 203, 250, 253, 259-260). For substitutes for one or two classes, Ms. Mack-Solden stated that on behalf of Principal Swenson, she contacts teachers requesting (not requiring) that they cover another teacher's class either in whole or in part (NT 179-183, 185, 186, 196-197, 198, Association Exhibit 13, Employer Exhibit 6). Ms. Mack-Solden testified that she asks for volunteers; that the teachers have the ability to turn down the request to volunteer; and that the teachers were not required to give up their planning period (NT 197, 199-206, see Employer Exhibit 6, Association Exhibit 13). For example, Ms. Mack-Solden testified:

"Q. Typically, in your experience as a sub coordinator, when you have somebody leave campus during the middle of the day and towards later in the day, are you going to be able to pick up a sub from Kelly Services?

A. No.

Q. Okay. And so when you can't pick up a sub from Kelly Services when a teacher leaves during the middle of the day, what's the typical process over at Olympia?

A. I'll ask the teachers to voluntarily use half of a planning period." (NT 198)

Ms. Mack-Solden also testified that in nonemergency, foreseeable situations, she asked teachers to find other teachers to sub for them as a favor (NT 183-184, 186-187, see for example Association Exhibit 13, page 61 regarding Ms. Rafalson).

Ms. Mack-Solden further testified that when one period is being covered, teachers will sometimes work it out amongst themselves (NT 203). Teachers have never been paid an extra duty supplement for voluntarily agreeing to give up their planning period for one day to cover one class for a colleague (NT 122, 123, 248, 252-253).

Principal Swenson testified that he has never required that a teacher cover another teacher's class, and he has never penalized a teacher for refusing a request to take over some other teacher's class (NT 253-254). Principal Swenson further testified that he has never downgraded a teacher's evaluation for refusing to take over a class (NT 254-256). Principal Swenson testified that a lot of times, when teachers need somebody to cover their class, they'll ask their colleagues (NT 258).

Principal Swenson testified that in some nonemergency, foreseeable circumstances, teachers were used to substitute for other teachers (NT 225-237, see for example Association Exhibit 13, page 35 regarding Department Chair Lawrence's County Department Chair Meeting, page 43 regarding Mr. Waczski's VA medical appointment, page 45 regarding Mr. Pagan-Pearl being a guest lecturer, page 51 regarding Ms. Parker needing a substitute on picture day, page 52 regarding Ms. Russo, Ms. Toner, Ms. Whitehead and Mr. Arroubi needing substitutes on picture day, pages 92 and 93 regarding Mr. Serrano, and pages 95 and 96 regarding Mr. Bourst and Ms. Maladecki attending Level 4 meetings).

Olympia Chemistry Teacher Timothy Steward testified that almost on a daily basis, at least several times a week, teachers at Olympia are asked to give up planning time in order to cover other teachers' classes (NT 60). He stated that in his interpretation, this was a violation of the CBA because teachers are not supposed to be asked to give up their planning time for other teachers, but rather the Employer is supposed to acquire substitutes (NT 60-62). He further testified that teachers at Olympia were asked to cover other teachers' classes in emergencies and nonemergencies (NT 68).

Mr. Steward defined a nonemergency as: "When they've had ample opportunity to obtain a substitute and not done so. I mean, when it's fourth period after lunch and they're still being asked to substitute someone who's been gone all day..." (NT 69).

Mr. Steward testified that based on his personal knowledge, Ms. Mack-Solden's requests did not inform the teachers that it was mandatory that they fill the classes, and some teachers declined to fill the class after being requested by Ms. Mack-Solden (NT 71).

Olympia Biology Teacher Judith Pappas testified that if Ms. Mack-Solden does not secure a substitute, Olympia teachers are then asked (not required) to cover during their planning periods (NT 77-78). She stated that this happens regularly, two to three times a week, and that in her opinion, this is a violation of the CBA because teachers are not supposed to be asked to sub during their planning period (NT 78-79). Specifically, Ms. Pappas testified that the Employer is supposed to ask the classified personnel first, and that teachers are only supposed to be used in an emergency (NT 79, 89-90). Ms. Pappas testified that teachers are asked by Ms. Mack-Solden on behalf of Principal Swenson to cover other teachers' classes in emergencies and nonemergencies (NT 79-80). During the 2014/2015 school year, Ms. Pappas was requested to substitute for another teacher but she declined (NT 84, 86).

On October 8, 2014, the Association filed Grievance No. C-014-032 on behalf of the Olympia High School teachers asserting that the Employer violated the CBA by allowing Principal Swenson to use teachers as substitutes for other teachers (Employer Exhibit 3). By way of redress, the Association requested: "An immediate and conspicuous cease and desist order posted in one area where postings are normally made at Olympia High School to discontinue the use of teachers as substitutes for other teachers in their absence. We additionally ask that the teachers who had been used as substitutes to be provided additional compensation for the additional class period that they were required to teach as a substitute for an absent teacher, for the district to be required to adhere to the contract and provide a substitute pool to cover the absences of their teachers, and any other remedy deemed necessary and proper." (Employer Exhibit 3).

The Employer denied the grievance, stating in its Step III response: "Article XIV.C indicates teachers can be used as substitutes in emergency or unforeseen circumstances. The emails presented by Grievant indicate they are only requesting someone to substitute or split classes for one (1) or two (2) periods when the substitute requests were unfilled, late, or were at the end of the day. The District considers these requests as meeting the contractual language of being an emergency or unforeseen circumstance. The emails also show the teachers who filled in agreed to split or substitute for the absent teacher. The Grievant has not provided any evidence to show any teacher was being forced to split or substitute for another teacher. The District has a substitute pool to fill vacancies. If a teacher calls in after hours or shortly before school starts, the substitute may not arrive at the beginning of the school day. Therefore, your grievance is denied." (Employer Exhibit 4).

As the grievance remained unresolved in the parties' contractual grievance procedure, it was finally submitted to arbitration.

Position of the Association

The Association contends that the testimony and documentary evidence shows that the Employer sent requests to teachers to substitute for each other on a regular basis, and that the absences requiring the use of a substitute were not reported to Kelly Services. Accordingly, it contends that proper substitute coverage through the substitute pool was not sought as required by the CBA. The adequate management of the Employer's resources rests under the obligation of its administration, and therefore the burden of such frequent "emergencies" should be the responsibility of the Employer to fix and not a burden for the teachers to continually carry. The Employer's failure to require Principal Swenson to properly access Kelly Services' substitute resources for Olympia High School created false "emergencies", causing the teachers to then be burdened to correct the "emergencies" through the frequent requests to substitute for each other. The issue is of great concern because of the additional work placed on the teachers when they are requested to carry the additional burden of substituting for their colleagues' absences.

The Association notes that the Employer introduced a justification for its actions by stating that when a teacher is absent from the classroom, that situation would be considered an "emergency". The Employer further asserted that this would therefore allow the administrator to request another teacher act as a substitute and cover the absence. This interpretation and application is absurd and nonsensical, and the exception would swallow the rule. If this were to be the interpretation of the CBA relating to the use of substitutes and teacher absences, then the Employer would no longer ever need to provide any substitutes from their substitute pool. The Employer would then be able to save the funding that was rightfully set aside to pay substitutes and use it as it chose. It was clearly shown that the teachers are not paid for the time that they are used as substitutes. Therefore, this "emergency" excuse could create an unreasonable obligation for teachers to carry the burden of their absent colleagues and free the Employer from its obligation to fund the coverage of these classes with professional substitutes as required by the CBA.

The Association contends that another misinterpretation of the CBA is the District's argument that there was not a violation of the CBA because teachers were not "required" to substitute for one another, and because no teacher was disciplined for refusing to substitute. The contract language is clear: "No teacher shall be used as a substitute for another teacher except in cases of emergency or unforeseen circumstances." The use of the word "used" does not mean required; it means to be placed in such a position whether by request, pressure, or compulsion. In addition, if a teacher had been disciplined, the Association would have simply filed additional charges against the District for discipline without just cause. This case is not an insubordination charge by the Employer. It is a contract interpretation and application grievance by the Association for the District's: (1) failure to properly supply the teachers with substitutes for their absences; (2) instead using teachers as substitutes in foreseen, nonemergency absences; and (3) having teachers find their own substitutes from among their colleagues.

The Association concludes that the Employer has in violation of the CBA permitted Principal Swenson to use teachers as substitutes for each other by not effectively using the substitute resources provided by Kelly Services as was agreed to in the CBA. Principal Swenson also improperly allowed the substitute coordinator to have teachers find their own substitutes from amongst their colleagues when Olympia failed to secure

substitutes from the Kelly Services substitute pool. The Employer does not have the right or authority to enact any practices that are contrary to the CBA. The Association is the recognized bargaining agent and any changes to the CBA must be negotiated with it. The testimony and documentary evidence clearly showed the historical intent of the contract language, that the contract was violated, and the impact that these violations have had on the Olympia High School teachers. These teachers who have been used as substitutes have been asked to take on the burden of a greater workload. They have been asked to sacrifice their very limited amount of time within their workdays. These requests have been excessively frequent and were often without good cause. Further, these requests have been in lieu of the use of the substitutes, which should have been provided through Kelly Services. All told, the grievance should be sustained.

Position of the Employer

The Employer responds that it is an "emergency" under Article XIV(C) when a class of students has no teacher or adult supervision. The plain and unambiguous language of Article XIV(C) says that the Employer may require a teacher to substitute for another teacher in cases of emergency or unforeseen circumstances. The evidence demonstrates that Olympia High School made good-faith efforts to procure substitutes through Kelly Services when required to do so by the CBA. The undisputed evidence is that Kelly Services filled 1400 out of 1412 substitute requests at Olympia High School between August 19, 2014 and May 11, 2015, a fill rate of 99.1%. This demonstrates that Olympia was calling in substitutes through Kelly Services and substitutes were coming to work at Olympia. In short, teachers were asked to volunteer to cover for other teachers on rare occasions when there was no teacher in the class. The Employer met the definition of "emergency" in the CBA when it asked teachers to volunteer to cover classes of other teachers who were not present in their classes.

The Employer asserts that there is no evidence that any teacher at Olympia was forced to cover another teacher's class, or that a refusal to cover another teacher's class led to disciplinary action or poor evaluations. There is no arbitral authority for the proposition that an employer violates a CBA by asking an employee to complete a task, a task which the employee refuses to perform, and the employee is then not disciplined or poorly evaluated for such refusal. The reason for this lack of authority is that a union normally waits for an employee to suffer an adverse employment action before filing a grievance against the employer. Apparently, the Association feels no such compunction against filing grievances when no adverse employment action has occurred to any employee as a result of the complained-of management actions. This arbitrator should not find a contract violation merely because the Employer asked teachers to volunteer to cover the classes of other teachers in emergency situations.

The Employer also contends that nothing in the CBA requires that it provide substitutes when a teacher needs coverage for one class period. The testimony is uncontroverted that the Employer has never provided a substitute for one class period, and there is no contractual language or past practice which requires calling substitutes for covering one class period. In fact, the CBA expressly contemplates that there are situations when calling a substitute is not necessary. Article XIV, Section B(1)(c) limits calling a substitute only when a teacher is going to be charged leave for arriving late or leaving early which is a quarter of a work day or more. Article XVII, Section A(2) also demonstrates that calling a substitute is not required in all instances. By using the phrase "if necessary" when talking about the effort to secure a substitute, Article

XVII(A)(2) expressly provides for situations where the Employer does not need to secure a substitute for a teacher who is absent. One of those scenarios when it is not necessary to secure a substitute is when teachers need one period of coverage for a class rather than if the teacher is going to be absent for a half day or a full day.

The Employer notes that a large number of instances where the Association alleges violations of the CBA are for teachers who need one period of class coverage when they are otherwise at work. When a teacher is on campus and needs coverage for one class, it is not "necessary" to obtain the substitute and those situations do not "require the use of the substitute." To hold otherwise would render moot the CBA language about substitutes being procured "if necessary" and when the use of is "required". It would also increase the cost for the Employer exponentially to pay a substitute for a half-day to cover one period. That increased cost for hiring a substitute to be paid to cover four classes for actually covering one class is something that was never contemplated by the parties. In short, the arbitrator should hold that substitutes are not required to be called when only one class period needs to be covered and a teacher is not actually absent from work.

The Employer concludes that large high schools such as Olympia High School need to have flexibility in dealing with situations which fall outside of the norm, such as substitutes arriving later than the beginning of school; teachers needing only one class to be covered even though they are present on campus; and when Kelly Services does not provide a substitute as requested by the school. Adopting the Association's stilted reasoning would not allow Olympia the flexibility it needs to deal with those situations and would ultimately endanger student safety because it would lead to situations where classes go unsupervised. All told, the grievance should be denied.

Cited Portions of the Contract

ARTICLE I RECOGNITION

A. The Board hereby recognizes and acknowledges the Orange County Classroom Teachers Association, Inc., as the exclusive bargaining agent and agrees to negotiate with the Association's designated representative pursuant to the provisions of Chapter 447, Florida Statutes, for all certified non-administrative personnel as defined herein including employees on Board-approved leaves of absence.

ARTICLE II NEGOTIATIONS PROCEDURES

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

F. The agreements in this Contract shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with the terms recorded herein.

ARTICLE XIV DUTY DAY

B. As part of an ongoing program of school improvement, and in recognition of individual schools' needs to be given increased responsibility for site-based decision making, the parties agree to the following relating to employee duty day:

1. In the absence of mutual agreement, the following provisions shall apply to those areas where such an agreement cannot be reached:

(c) Where a personal emergency results in an employee either having to arrive late or leave early, the employee shall be charged with appropriate leave, only when the absence exceeds one-quarter day and/or requires the use of a substitute.

C. The Board agrees to provide substitute teachers for art, music, and physical education teachers and media specialists. No teacher shall be used as a substitute teacher for another teacher except in cases of emergency or unforeseen circumstances. The District shall maintain a substitute pool for the filling of vacancies due to absenteeism.

ARTICLE XVIII LEAVES OF ABSENCE

2. When an employee finds it necessary to be absent, s/he shall notify the administrator or designee with as much advance notice as possible, preferably the night before but no later than an hour before the times/he is scheduled to be on duty, except in cases of emergency, so arrangements can be made to secure a substitute if necessary.

4. An employee shall not be responsible for finding a substitute in the event of his/her absence.

ARTICLE XXI MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of Florida and the United States except as modified by the specific terms and provisions of this Contract.

Discussion

The issue is whether the Employer violated the CBA by allegedly using teachers to substitute for other teachers in foreseen or nonemergency circumstances at Olympia High School, and if so, what shall the remedy be?

It must first be noted that in almost every case where a teacher required a substitute for a full day or a half day, a substitute was requested by the Employer from and provided by Kelly Services, and that substitute covered the teacher's classes. Kelly Services filled 99.1% of the requested jobs at Olympia High School between August 19, 2014 and May 11, 2015, or 1400 jobs out of 1412 requests.

The key contractual provision is Article XIV, Section C which states in pertinent part: "No teacher shall be used as a substitute teacher for another teacher except in cases of emergency or unforeseen circumstances." As set forth in Webster's New Collegiate Dictionary, "use" means: "to put or bring into action or service; employ for or apply to a given purpose." With reference to persons, Webster's states that "use": "suggests a providing of work and pay (she *employs* five accountants);..." (emphasis in original). An "emergency" is defined by Black's Law Dictionary (Abridged Sixth Edition), as: "A sudden unexpected happening; an unforeseen occurrence or condition; perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity. Emergency is an unforeseen combination of circumstances that calls for immediate action without time for full deliberation."

When the Employer puts into service an Olympia High School teacher as a substitute for another teacher, regardless of whether that teacher has volunteered, it has "used" that teacher within the parameters of Article XIV(C). This raises the proscription

that the District may only utilize a teacher as a substitute for another teacher in an "emergency or an unforeseen circumstance". It is impossible to determine in advance and define every particular event which constitutes an "emergency or an unforeseen circumstance." This must necessarily be decided on a case-by-case basis. However, it may safely be concluded that Article XIV(C) recognizes that if a class is uncovered, for example because a teacher has a sudden, unexpected and severe medical event at school, or where the teacher has a family crisis during the school day requiring his/her immediate attention, that is an emergency or unforeseen circumstance wherein the Employer may use a teacher as a substitute for the affected teacher.

However, it may also be reasonably stated that such an emergency or unforeseen circumstance is not the crux of this case. The grievance generally concerns coverage of one or two periods of a teacher's classes, for example because: (1) a teacher only needed one or two class periods of coverage for various and sundry reasons and was not absent from work; or (2) a teacher arrived late due to issues such as illness, car problems, or traffic, thereby missing less than a quarter of a work day; or (3) a teacher needed to leave work early due to a doctor's appointment, thereby missing less than a quarter of a work day; or (4) a Kelly Services substitute teacher arrived after the start of the student day; or (5) a teacher needed to complete various tasks and needed to miss one period or less, such as attending a field trip or an awards ceremony or presenting a guest lecture or attending school or club picture day or participating in a prom show.

These are not emergencies or unforeseen circumstances within the parameters of Article XIV(C). In each of these cases, an unsupervised classroom should not result because the Employer has the ability to timely utilize classified, support professionals and/or administrators for coverage (for example see NT 188-189, 245-246, and Association Exhibit 11 regarding support professional Paul Sutherland, and NT 190, 205-207 regarding the use of administrators, with Assistant Principal Glenda Hammons as an example). Otherwise stated, while nothing in the CBA requires the Employer to provide substitutes from Kelly Services for example when a teacher needs coverage in the above five-cited cases, nothing in the CBA allows it to use a teacher to substitute for another teacher for one class period or otherwise absent an emergency or unforeseen circumstances.

The key question is whether the Employer may use teachers to substitute for other teachers in nonemergency or foreseeable circumstances if the teachers "volunteer" and are not directed or required by the Employer to cover a class. A "volunteer" is a person who chooses freely to do or offer to do something. A person is a volunteer when he/she has given his/her services without any express or implied promise by the Employer of remuneration. In this case, Olympia High School teachers were not directed under penalty of discipline or a poor evaluation to cover a colleague's class or forced to give up his or her planning period. For whatever reason, whether it was based on collegiality, or to "go along to get along", or to "play ball" with the administration, or otherwise, the teachers at Olympia volunteered to substitute for one another in nonemergency or foreseeable situations.

As is stated in Article I, Section A, the Employer recognizes the Association as the sole and exclusive representative of a bargaining unit comprised of all certified non-administrative personnel. As the recognized bargaining representative for the Employer's teachers, the Association "owns the contract", meaning that it has the duty to police the contract fairly and consistently on behalf of and for the benefit of all of the bargaining unit employees. Any negotiations regarding the employees' mandatorily bargainable terms and conditions of employment, including wages and hours, must

solely and exclusively be between the Employer's authorized representative and the Association's authorized representative. This is also particularly set forth in Article II(D): "This Contract may not be modified in whole or in part except by mutual agreement."¹

Such mutual agreement must be reached between the Employer's and the Association's authorized representatives. This also means that individual teachers do not have the authority or ability to voluntarily waive (i.e. modify) any provisions of the parties' CBA. Simply stated, bargaining unit employees cannot volunteer to violate the CBA, whether after a request by the Employer or upon their own initiative. The Employer and the Association have very clearly stated using mandatory language ("shall") in Article XIV(C) that only in emergencies or unforeseen circumstances shall the Employer use a teacher as a substitute for another teacher. I most respectfully state that they have not agreed: "No teacher shall be used as a substitute teacher for another teacher except in cases of emergency or unforeseen circumstances or where a teacher volunteers."

During the 2014/2015 school year, the Employer violated Article XIV, Section C by using teachers at Olympia High School as substitute teachers for other teachers in nonemergency or foreseen circumstances. This was evident from the testimony of Principal Swenson, demonstrating the use of teachers as substitutes for example regarding Department Chair Lawrence's County Department Chair Meeting, Mr. Waczski's VA medical appointment, Mr. Pagan-Pearl being a guest lecturer, Ms. Parker, Ms. Russo, Ms. Toner, Ms. Whitehead and Mr. Arroubi on picture day, and Mr. Bourst and Ms. Maladecki attending Level 4 meetings. It was also evident from the testimony of Ms. Mack-Solden, for example regarding the use of a teacher as a substitute for Ms. Rafalson.


The appropriate relief is for the 2015/2016 school year and thereafter to require that the Employer comply with Article XIV(C); that it cease and desist from using a teacher as a substitute for another teacher in nonemergency or foreseen circumstances; and that no teacher shall be used as a substitute teacher for another teacher at Olympia High School in cases of nonemergency or foreseen circumstances. It is not proper to award extra duty supplement pay to the Olympia teachers who gave up their planning periods to cover a colleague's class during the 2014/2015 school year because they volunteered to do so and were not directed by the Employer to work during their planning period. As volunteers, they would not be entitled to any promise of remuneration by the Employer.

Award.

The grievance is sustained. During the 2014/2015 school year, the Employer violated Article XIV, Section C by using teachers at Olympia High School as substitute teachers for other teachers in nonemergency or foreseen circumstances. Commencing with the 2015/2016 academic year and thereafter: (1) no teacher shall be used as a substitute teacher for another teacher at Olympia High School except in cases of emergency or unforeseen circumstances; (2) the Employer at Olympia High School is to cease and desist from using a teacher as a substitute for another teacher in nonemergency or foreseen circumstances; and (3) no teacher shall be used as a substitute teacher for another teacher at Olympia High School in cases of

¹ In addition, Article II(F) states: "The agreements in this Contract shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with the terms recorded herein."

nonemergency or foreseen circumstances. No further relief is appropriate or required.
Jurisdiction is retained over the remedy.



Elliot Newman, Arbitrator

August 12, 2015

Appendix C

Union Proposals
2-21-19

*The Union reserves the right to withdraw or revise its bargaining proposals.

3. Article XIV Duty Day

C. The Board agrees to provide substitute teachers for art, music, and physical education teachers and media specialists. No teacher shall be used as a substitute for another teacher except in cases of emergency or unforeseen circumstances. The District shall maintain a substitute pool for the filling of vacancies due to absenteeism. All teachers shall have the right to decline to provide coverage for another teacher's students or to agree to accepting students into their class/es when there is no substitute. Any teacher who provides coverage for another teacher's students because of lack of substitute coverage will be compensated at the rate of \$10 per each 15-minute time period or portion thereof.

Appendix D

Union Proposals
2-21-19

*The Union reserves the right to withdraw or revise its bargaining proposals.

1. Article XII, Discipline A (4) New (a.)

4. Prior to imposing any form of discipline, a fair and objective investigation will be conducted.

a. Upon scheduling a pre-disciplinary meeting with an employee, the employee shall be notified in writing of the specific nature of the charges in a brief statement of allegations that are the subject of the pre-disciplinary meeting.

b. The employee shall be informed, in a meeting, of the basis upon which discipline is being considered, the witnesses, the results of any preliminary investigation, and the form of discipline being considered. Reasonable advance notice of the formal conference shall be given.

c. The employee shall be given an opportunity to explain, within a reasonable time, his/her perception of the matter and name other witnesses or provide additional information. These shall be investigated prior to taking disciplinary action. The employee and his or her representative shall be provided a private space in which to meet during the pre-disciplinary meeting. If no space is available to meet privately, the employee and his or her representative will be entitled to reschedule the meeting.

d. The employee shall be provided written notification at the conclusion of the investigation when the decision is to take no disciplinary action.

Appendix E

Union Proposals
2-21-19

*The Union reserves the right to withdraw or revise its bargaining proposals.

2. Article XVI, Salary B (1) (c) Add

B. Differential Pay

1. Supplement for Advanced Degrees

a. The Advanced Degree Supplement shall be subject to the following:

1) The employee must provide an official college transcript of record showing the award of the earned degree to the Employment Services Department.

2) If the transcript does not indicate the date on which the degree was awarded, the employee must provide additional confirmation of the degree by submitting an updated transcript showing the date of the award, a copy of an official letter from the institution indicating the date the degree was awarded, or a copy of an official diploma from the institution indicating the date the advanced degree was awarded.

3) It is understood that the advanced degree shall have been granted by a standard institution or shall have been properly validated as described in the State Board of Education Rules.

b. The advanced degree differential shall be at least the same percentage as the increase in the entry teacher's salary.

c. The advanced degree must be held in the teacher's area of certification for teachers hired on or after July 1, 2011.

Advanced degrees in Curriculum, Education, and/or Educational Leadership are considered broad degrees in education and are eligible for the advanced degree payment. In addition, an advanced degree that is directly related to a broad academic field (i.e. degree in history and certification in social science) will be eligible. The application of an advanced degree that is not clearly identified on a certificate will be determined by mutual agreement between both parties with President or a designee of the Orange County Classroom Teachers Association and a designated representative of Orange County Public Schools.

Non-classroom personnel who have completed the same degree requirements as a specialist shall receive the advanced degree supplement for specialists. This includes all non-classroom personnel

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*The Union reserves the right to withdraw or revise its bargaining proposals.

recognized in Article 1 Recognition C. 1. Who have completed a Master's degree plus a minimum of 60 graduate semester hours and a 1,200-hour full-time internship or a Master's degree and a CAS (Certificate of Advanced Study) or CAGS (Certificate of Advanced Graduate Study).

d. Teachers shall be paid the supplement once the advanced degree is verified. The supplement for advanced degrees shall be retroactive to the date the degree was awarded or the beginning of the teacher's primary contract school year, whichever is later.

Appendix F

Rigsby, Maribel

From: Rigsby, Maribel
Sent: Thursday, February 21, 2019 11:58 AM
To: Rigsby, Maribel
Subject: FW: Assignment Change
I Ready

Courtney Bell

112769, Walker Middle School.

Appendix G

Rigsby, Maribel

From: Rigsby, Maribel
Sent: Thursday, February 21, 2019 11:58 AM
To: Rigsby, Maribel
Subject: FW: Assignment Change

I ready

Courtney Bell

112769, Walker Middle School.

Appendix H

MEMORANDUM OF UNDERSTANDING

The ORANGE COUNTY SCHOOL BOARD ("OCSB") and ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION ("OCCTA") hereby agree as follows:

WHEREAS, on or about January 11, 2019, OCSB launched Employee Digital Hotlines via voice mail and e-mail;

WHEREAS, OCSB states on its website that the hotlines are routed to Labor Relations to address Florida statutes, OCSB policy clarification, management directives, general workplace questions and contract questions; and

WHEREAS, the parties acknowledge and agree that questions posed by employees may address matters that OCSB and OCCTA have a difference of opinion and wish to resolve any potential conflicts.

The parties agree as follows:

1. OCSB agrees to inquire of the employee whether the employee is in the CTA bargaining unit;
2. OCSB agrees to refer any and all employees in the CTA bargaining unit who contact the employee digital hotlines with questions related to their terms and conditions of employment covered by the Contract ("Collective Bargaining Agreement") to OCCTA at orangecta@gmail.com and 407-298-0756;
3. OCCTA agrees that questions about payroll, insurance claims and retirement will be addressed by OCSB without reference to OCCTA.

This Agreement shall be effective from the date of execution and continue and remain in full force and effect, surviving the expiration of the current Collective Bargaining Agreement ("Contract"), except as modified in accordance with the provisions of the terms of the parties' Contract.

Dated:

SCHOOL BOARD OF ORANGE COUNTY

ORANGE COUNTY CLASSROOM
TEACHERS ASSOCIATION

Appendix I

Dee Blackmore *Wendy Adams* *Adrienne*
Stephanie Uper *W. Bladen*
Diego *WS Baran*
Theresa Carter Mels *Maibee Bigby*
Elizabeth Lile *Clinton McEachern*
Mylene Kimble *Russell*
Theresa Carter *Jan E. Preusser*

GRIEVANCE

REGISTER NUMBER

ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION
SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

Deleted: SERVICE UNIT - OESPA & CTA INC.

The parties agree to use the following form to resolve disputes in good faith.

NAME: _____ HOME PHONE: _____
IMMEDIATE SUPERVISOR: _____ WORK LOCATION: _____
OCCTA CONTACT: _____
DATE OF VIOLATION: _____
DATE OF STEP 1 MEETING: _____
DATE OF STEP 1 RESPONSE: _____

Deleted: SERVICE UNIT

- ATTACH A STATEMENT CONTAINING THE FOLLOWING:**
- 1. Statement of the facts upon which the grievance is based;
 - 2. A reference to the specific section(s) of the Contract allegedly violated
 - 3. An explanation as to how the employee believes each cited section was violated
 - 4. A suggested remedy by the employee

STEP 2: SIGNATURE OF GRIEVANT

SIGNATURE: _____ DATE: _____

STEP 2: RESPONSE BY IMMEDIATE SUPERVISOR

DENIED _____ GRANTED _____ REASON: _____

SIGNATURE: _____ DATE: _____

STEP 3: RESPONSE BY SUPERINTENDENT OR DESIGNEE

DENIED _____ GRANTED _____ REASON: _____

SIGNATURE: _____ DATE: _____

STEP 4: ASSOCIATION DECISION RE: APPEAL TO MEDIATION

- () ACCEPT SUPT. / DESIGNEE'S RESPONSE
- () WAIVE APPEAL WITH PREJUDICE
- () APPEAL TO MEDIATION
- () MOVE DIRECTLY TO STEP 5

FOR THE ASSOCIATION: _____

STEP 5: ASSOCIATION DECISION RE: APPEAL TO ARBITRATION

- () ACCEPT MEDIATION DECISION
- () WAIVE APPEAL WITH PREJUDICE
- () APPEAL TO ARBITRATION

FOR THE ASSOCIATION: _____