

New Haven Federation of Teachers

An Affiliate of the American Federation of Teachers

Local 933



AFL-CIO

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To: All New Haven Teachers

July 23, 2020

From: David Cicarella, President, and Pat DeLucia, Vice-President

Social media is a double-edged sword. On one hand, everyone is connected with information shared in real time. Unfortunately, misinformation, rumors, gossip, etc. are also shared and all too often accepted as fact without properly vetting the information or considering the source and legitimacy of the sender. We are providing the contents of the Tentative Agreement along with the rationale and procedure moving forward and up to date information on School Reopening.

School Re-opening

We have crossed a huge hurdle where Dr. Tracey has agreed with us that we cannot accommodate returning all students and teachers to school at this time and has submitted to the BOE that her preference is the hybrid plan. However, implementing the hybrid plan does not address all of our issues, questions, and concerns. They include the health of both students and staff, instruction, funding, ADA questions for teachers that require accommodations, cleaning and maintenance of our buildings, and more.

AFT's recent survey revealed that 76% of teachers want to return to school but need to feel safe when doing so. I met with the superintendent yesterday and conveyed that we have no confidence that the policies, protocols, funding, and communication will be in place by the first day of school and therefore, are proposing that we begin the school year with distance learning for all. This will allow us the time to firm up our policies and procedures and then transition back to in-school learning in a phased and responsible manner. I was on a call with the CSDE (CT State Dept of Education) to ask questions specifically about the distance learning and if it would "count" toward the 180 day/900 hour minimum. The Commissioner sent a memo on July 21 stating the distance learning is not in compliance with the 180 day minimum (now waived to 177 days). I asked for clarification this morning and was told for distance learning to count towards the minimum would require one of the following:

- an executive order from the governor
- a change in CT state law
- a waiver from the State Board of Education.

Compounding the issue, the federal government is threatening to potentially defund school districts that do not send all students and teachers back to school every day on the first day of school. New Haven relies on grant money from the federal government as a lifeline, so this is another concern which must be addressed.

Tentative Agreement (NHFT Contract)

The Process

- All negotiated tentative agreements (TA) go to our Executive Board for their assessment and determine if, in their opinion, it is appropriate to be sent to the membership for a ratification vote. The Executive Board did not vote on the agreement. They voted (unanimously) to send this to the membership who will decide on ratification.
 - The BoE employs a similar process where a sub-committee reviews the TA and determines if it is to be sent to the full BoE for a vote.
- We cannot all gather in one place either for the vote or the general membership meeting to discuss the TA prior to the vote. We will set up a webinar so teachers can have an opportunity to discuss and ask questions.
- Logistics of the ratification vote are being arranged and will be shared with the membership as to the date, time, etc. We are preparing and updating our list of personal emails for all teachers. A separate email will be sent with details. We are hoping to have a ratification vote within the next 2 weeks.

Rationale

We are entering the 3rd year of our present contract. We can “stand pat” and insist on the provisions of this contract. However, that will trigger all of the budget mitigation remedies that concern so many teachers. i.e. involuntary transfers, changing of bell times, potential layoffs, etc. The rationale is that the climate is so uncertain and the fiscal environment so depressing that we instead should be proactive and negotiate a package that will give every teacher peace of mind for three years. New teachers will be protected from layoffs, all teachers protected from the hated involuntary transfers, medical costs will remain fixed in dollar amounts for 3 years, reduced staff meetings to one (1) per month, teachers retiring through 2023 will continue to have the free medical provision for “life”, the extra 15 minutes is rescinded, etc.

We feel strongly that this addresses the legitimate fears and concerns of our entire membership. Taken as a whole, this package allows teachers to adequately plan their lives for 3 years.

What happens if the TA is voted down? If this occurs, all these provisions and protections go away, and the Negotiations Team begins the process of working on a new contract for SY 2021-2022 and beyond. If we do not secure an agreement that is worthy of a membership ratification vote, then it would go to an

arbitrator to decide. And by state law, an arbitrator's obligation is to consider the city's "ability to pay". He can agree that we work hard, deserve more money etc. but if the city makes a case that they cannot afford what we ask for (say 3% a year for 3 years -a modest request) then he is compelled to rule against us. We do not envision a scenario where in our next contract we would not get at least one "0%" in the 3 years. Therefore, we are leveraging our position to take the inevitable 0% now, but get a whole list of protections and rollbacks we care about.

The details are listed below in bullet point format. Please contact us with any questions or comments. While we feel strongly this is our best course of action, at the end of the day it is up to you, not us.

NHFT Tentative Agreement Proposal for Contract Extension

1. Length of Agreement

July 1, 2020 - June 30, 2023 (3 years)
SY 2020-2021, 2021-2022, 2022-2023

2. Language

- Workday remains 6.75 hrs. The fifteen (15) additional minutes scheduled to begin in 2020-2021 is rescinded.
- One staff meeting per month and one CIA meeting per quartile.
 - Fourteen (14) meetings total for each school year. (our present contract has three meetings per month for a total of 30 meetings)
- **No furlough days**
- **No involuntary transfers**
- **No layoffs**

3. Medical

- Medical cost share will remain the same for the length of this agreement. Dollar amount for medical cost share remains the same for all medical plans for all three years.
- Free insurance for teachers with 25 years is extended through the life of this agreement. Teachers retiring at any time under this contract will receive their medical plans at no cost for "life".

4. Salary

- Year 1 -- SY 2020-2021 - No step movement, remain at our present salary from SY 2019-2020
- Year 2 – SY 2021-2022 – Step movement for all teachers. Every teacher moves up one step on the salary schedule. Teachers at max step receive \$1500.
- Year 3 – SY 2022-2023 -- Step movement for all teachers. Every teacher moves up one step on the salary schedule. Teachers at max step receive \$1000.

In solidarity,

Dave and Pat