FAQs COVID-19 and Collective Bargaining

NEA Collective Bargaining and Member Advocacy

Should we bargain during a global pandemic? Yes. Thousands of NEA affiliates have collective bargaining agreements (CBAs) that will be expiring in the coming months and those contracts need to be renegotiated. Where CBAs are not set to expire, we need to bargain memoranda of agreement or understanding that address the impact of COVID-19 on terms and conditions of employment resulting from school closures, new operating structures, revised school calendars, mutable job duties, and frontline work assignments.

What should our bargaining priorities be? Our immediate concerns are:

- Continuing our members’ pay and benefits.
- Ensuring our members’ health and safety.
- Providing all students with access to instruction and other educational services.
- Making sure our members receive the tools, resources, flexibility, and other support needed to deliver instruction and other educational services.
- Making sure students and families have the food and other necessities previously obtained through our educational institutions.

If our contract is set to expire, should we attempt to fully negotiate a successor agreement or look to extend the CBA? Bargaining a comprehensive multi-year agreement may prove difficult during this period of tremendous uncertainty, and, for most locals, a short extension to the current CBA may make the most practical sense. An extension to a current agreement should include step increases and column (lane) movement and it may include a cost-of-living or across-the-board increase. It should, at least, preserve the status quo on benefits, but may also make amendments necessary to ensure that benefit eligibility and accrual continue despite disruption. It may provide members with reimbursement for technology associated with working remotely. It may also spell out the process for negotiating MOUs to address rapidly changing terms and conditions. It should address the health and safety issues of frontline workers.

What do we do about performance evaluations and personnel matters? Our priorities are being able to reach and teach students through the current crisis and beyond. Our assessments should be of the new systems and processes. Except for extreme circumstances or situations that require immediate action, adverse personnel decisions should be held in abeyance. Formal employee evaluations should be put on hold. Retention and pay decisions should not be tied to employee performance. Due process must be preserved.

How do we know what we need to bargain when things are changing so quickly? Because of the tremendous uncertainty and need for immediate action, administrators and other public officials are tending to make short-term decisions often to comply with new state mandates, leaving longer-term operational questions unanswered. Will the school calendar extend through summer? What happens if schools remain closed? What happens when they reopen? We need to be flexible in our thinking and prepared to bargain these things in real time.
Can an employer make unilateral changes to the CBA because of COVID-19? An employer may claim it has the right to make unilateral changes because of exigent circumstances. State and local governments may assert emergency powers and attempt to suspend collective bargaining. We must seek every opportunity to work collaboratively with school boards and other public officials. Officials who, through short-sightedness or opportunism, deny us a voice in the decisions that impact educators and students will be held to account.

How do we bargain remotely? Zoom and other video conferencing platforms have quickly become the means for “face-to-face” bargaining and meet and confer. Texting has replaced passing notes to the chief spokesperson. Proposals are exchanged by email or shared on Zoom. Conference calls have replaced sidebars. Deploying virtual technology includes making sure bargaining is intentionally open or closed, caucuses are confidential, team members have access to and are comfortable with the technology, and norms and ground rules for virtual bargaining are established.

How do we communicate with our members? Ideally, locals should have personal contact information (email, phone, home address) for all members and potential members. This is often not the case so other means of communication should be considered. Affiliate websites and Facebook pages may be used to share bargaining updates and solicit members’ personal contact information. In instances where personal contact information is incomplete or out of date, we can request employee information from the school district, college, or university or in certain situations, use work email to communicate with members.

How do we conduct our ratification vote? In-person voting is not an option. Mail voting requires home addresses, stamps, envelops, and ballots. Electronic voting requires a platform for conducting the vote and member connectivity and access. Electronic voting on the members’ only section of an affiliate’s website and commercial vendors are viable options. Other options, such as voting by text or using an online survey tool are discouraged. If absolutely necessary, the employer’s email system can be used to share voting information and administer the vote.

How do we ratify an agreement if the local’s constitution and bylaws (CBL) require in-person voting? The challenged posed here is if an affiliate’s CBL requires in-person voting, then it would require in-person voting to change the CBL to allow for voting by electronic ballot. The reality is we may need to alter, at least temporarily, the way we vote and be prepared to make the case that adjustments were reasonable, necessary, and made in good faith.

Do our members need to ratify COVID-19 related MOUs? Typically, an MOU/MOA does not require ratification unless it covers clearly mandatory subjects of bargaining. Real time decisions are being made under an expanding scope and use of impact bargaining, which typically does not require a ratification vote to execute an agreement. Members should be kept up to date on any bargaining between the employer and the association and MOUs, whether ratified or not, need to be fully explained to members.

How do we bargain for the common good? This is an opportunity to unequivocally demonstrate that public education is a common good, that educators across the nation are making sure that the basic needs of students and their families are met, and that we are working to ensure that all students, regardless of zip code, have access to quality instruction and other necessary supports. We must also continue to* advocate for social, racial, and economic justice at the national, state, and local levels.