



SPALC Contract Negotiations
September 28, 2020
FY21 (2020-2021 school year)

Agenda

- Check-In
- Norms
- Calendar
- Overview of the Interest-Based Process
- Snapshots
- Story
- Check-Out

Check-In

Time constraints: none

Elephants: none

Missing:

Jimmy Flock
Dr. Jason Kurtz
Vivian Hawkins
Jimmy Riley
Antoinette Abrams (*attending virtually*)

Expectations:

Get things off to a good start*****
Make some progress*****
Resolve all issues tonight
Looking forward to the process
Help get through all of this*

Norms

- Respect everyone's opinion
- Cellphones on silent
- No sidebars
- If you have to take a phone call, leave the room



- Be prepared and present
- Maintain confidentiality – talk about issues not people
- Everyone feel that they're in a safe environment
- Speak openly

Calendar

- Every other Monday beginning today, sticking with 4:30-7:30p.m. time
- Revisit after the second meeting to see how many more sessions are needed

Overview of the Interest-Based Process

- Donna Mutzenard, facilitator, reviewed the Overview of the Interest Based Process handout (see attachment)

Snapshots

Article 5	
General Employment Practices	
<p>Headlines:</p> <ul style="list-style-type: none"> • Over the last few years there have been issues when employees have moved from a SPALC position to a TALC position and the new position did not work out • SPALC would like language for when employees are trying to move from bus driver or para to teacher that says if it's not successful in the first year they can return to the SPALC bargaining unit without it impacting their seniority • Clarify language related to Workers Comp and reassignment between 	<p>Interests:</p> <ul style="list-style-type: none"> • Equity • Manageability • Employee Morale • Employee Retention • Respect <p>Data:</p> <ul style="list-style-type: none"> • None



worksites, transportation compound	
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Article 6	
Working Conditions	
Headlines: <ul style="list-style-type: none"> The District would like to address the Alcohol/Tobacco/Drug-free language and memorialize the standard procedures around Last Chance Agreements and referrals to Employee Assistance Programs for those with substance abuse issues Discuss uniforms and shoe allocations Discuss protections in Florida Statute for people who are victims of domestic violence Professional Development that is provided to support staff and designated meeting times to improve communication between administration and support staff 	Interests: <ul style="list-style-type: none"> Equity Compliance Clarity Data: <ul style="list-style-type: none"> None

Article 9	
Disciplinary Procedures	
Headlines: <ul style="list-style-type: none"> The District has an interest in aligning the language in the 	Interests: <ul style="list-style-type: none"> Fairness Equity Clarity



<p>SPALC Contract and TALC Contract</p> <ul style="list-style-type: none"> • Policy discussion that relates to disciplinary procedures is ongoing • There are several policies going before the board soon and the District received a request to bargain from SPALC around those issues • If adopted, the policies may impact language in the contract, we want to address that at bargaining 	<ul style="list-style-type: none"> • Manageability
	<p>Data:</p> <ul style="list-style-type: none"> • Look at the language that TALC reached consensus on • Proposed Board Policies

Article 10	
Compensation	
<p>Headlines:</p> <ul style="list-style-type: none"> • Clarify language around pay for a declared emergency • We've moved a number of positions to Market Rate and would like to move more • In addition to having a number of positions at Market Rate, the District is interested in looking into longevity and degree supplements as other ways to reward people for their service to the District • Competitive compensation with other school districts and fair wages are a priority 	<p>Interests:</p> <ul style="list-style-type: none"> • Employee Retention • Affordability • Employee Morale • Clarity
	<p>Data:</p> <ul style="list-style-type: none"> • Explanation of how school districts are funded from the state level



Article 11	
Benefits	
Headlines: <ul style="list-style-type: none"> • Cost of health insurance continues to rise at an increasing rate 	Interests: <ul style="list-style-type: none"> • Benefits are competitive with other employers in the area • Benefits are affordable and attainable to the employee
	Data: <ul style="list-style-type: none"> • Insurance Task Force information

Article 12	
Leave	
Headlines: <ul style="list-style-type: none"> • Providing bereavement leave to Bargaining Unit Members • Article 12 as it stands is difficult to read, written based on Florida Statute which is not easy to read • The District would like to possibly rewrite the article with the same intent, but to make it easier on employees, supervisors, and District staff to understand and remove contradictory language 	Interests: <ul style="list-style-type: none"> • Clarity • Manageability • Affordability
	Data: <ul style="list-style-type: none"> • Sick leave request procedures

Story – Article 9 (Disciplinary Procedures)

- Much of the proposed language that TALC recently approved was based on what was already in Article 9 (Disciplinary Procedures) of the SPALC Contract
- The Admin Salary Schedule and Salary Schedule N borrowed from the SPALC Contract language around disciplinary procedures



- Recent discussions around disciplinary procedures have occurred, including discussions about the adoption of Board Policies
- We can bring that proposed language back or compare the current and proposed language in SPALC Labor/Management Committee
- Highlights of the proposed language are as follows:
 - Trying to make the disciplinary process as employee friendly as possible; there are times when we open an investigation because we're obligated to
 - Not all investigations result in discipline; most don't result in termination
 - We owe it to employees to provide them as much information as possible and guide them through how the process works
 - Discussions have involved adding language about non-disciplinary outcomes; we've added a "Letter of Guidance", which is not disciplinary in nature but provides employees an explanation of what led to the opening of the investigation, and "No Just Cause", which is when the evidence doesn't support disciplinary action
 - We believe that people show up to work wanting to do a good job, so this helps explain what led to them being in that situation so they can steer clear of it in the future

OPTION

SPALC Labor/Management Committee to look at proposed language side by side and come back with something for teams to look at by October 12, 2020

Story - Article 12 (Leave)

- This article is painful to read; we are already in the process of trying to rewrite and clarify some of this language to make it easy for employees, staff, and district supervisors to read
- Rather than spend hours and hours going through why it's painful to read, we'd like to capture any highlights that people would like to see in the rewrite and then take that back to SPALC Labor/Management
- SPALC expressed an interest in adding "bereavement leave" as this is one of few contracts in the state where it is not specifically mentioned



- Currently, sick leave can be used for illness or death of a relative/household member
- There has been some conversation about the way that leave is recorded and tracked in PeopleSoft; sometimes it seems easier to make changes to these things than it really is
- We might want to see what those self-service screens look like on the employee and the manager side
- There is confusion around leave in that people think they get 10 days of sick leave and 5 personal days; this has been described incorrectly by managers and administrators, so there needs to be clarity around this

OPTION

SPALC Labor/Management Committee to bring back for review by teams; try to bring back by October 12, 2020

- We need to hold off on discussing Article 10 (Compensation) and Article 11 (Benefits) until after Executive Session, so that leaves Article 5 (General Employment Practices) and Article 6 (Working Conditions) for story tonight

Story - Article 5 (General Employment Practices)

- We've had instances of paraprofessionals working for a long time, going to school to become a classroom teacher, making the transfer seamlessly, but then they are released and rehired as paraprofessionals
- There needs to be some way for these people to continue their employment with the District without a break in service, especially if they're past their two years in the District; we should be able to work out an option for this
- Current contract language states "if no break in service, keep seniority", please clarify the ask
- The employee has to reapply to return to the SPALC bargaining unit; it is easier for bus operators to return because there are more vacancies; the termination PAF triggers a break in service
- Does it matter how long the employee has been with the District or is SPALC interested in if they've been with us for two years? They should have two years of service and be past probationary contract status



- These employees are making a good faith effort to advance their career and it helps the District fill classroom teacher positions
- The District would be interested in including language that would allow employees to retain their seniority, as long as they have no prior discipline
- SPALC evaluations don't allow for a lot of feedback, so a SPALC employee with a letter of reprimand may have a positive evaluation still; we would want to make sure that we're careful on how we worded the language
- We would have to work out the details of the language, especially since there are cases where administration encouraged the employee to take a leap of faith and become a classroom teacher, then it doesn't work out; it leaves a bad taste in the mouth of the employee

Caucus

District Report Out: Conceptually we are not opposed. We talked through mechanics and our understanding of SPALC's request and we have some clarifying questions. Once clear and we've reached an understanding, we'd like to propose that we leave tonight without an option and return with language to consider at the next bargaining session

- When talking about a timeline, are we talking specifically about people who have been in the SPALC bargaining unit for two years or more and then transitioned to a different bargaining unit? Yes
- So, within that group of people, the transition back to the SPALC bargaining unit must take place within 12 months from the termination? Yes
- Clarifying "guaranteeing the person a job", is it once you've applied for a position and you're rehired, then the District would reinstate your seniority date or that the District would be guaranteeing employment, i.e. that you will be rehired?
- For example, if an employee has 10 years in the SPALC bargaining unit, then they're hired into a teaching position; after 6 months it is not working out and the principal says they are going to probationary release the employee; how is that employee getting the SPALC bargaining unit position back? Are they applying for the job? Is there an expectation that the District will place them?



- SPALC would like for them to be treated like an employee on the surplus list, so there would be a guarantee that they would be placed into a SPALC bargaining unit position
- What if there's a hiring freeze or a Reduction in Force?
- Conceptually we agree, but when it comes to guaranteeing a SPALC bargaining unit position, we struggle with that detail because we don't know what the circumstances will be when they're trying to get rehired
- We will work on language and try to craft something that we can revisit at the next meeting
- I'm looking for the exact language in Article 5 (General Employment Practices) that addresses Worker's Compensation, because we've had this same conversation in the Transportation Labor/Management Committee
- I don't recall which word or words the discussion hinged on, but there was some disagreement about the way that we were reading the language and what the language should say to make our past practice clearer
- We have an established past practice of allowing Transportation to temporarily reassign an employee to a different location, if their supervisor can't find them work at their assigned location while they're away from their normal job due to a Workers' Compensation injury
- The question was raised as to whether the current contract language allows for an employee to be temporarily reassigned while out due to Workers' Compensation?
- In the past, people were put into positions at the same compound they normally work where they then had access to confidential employment information
- Putting someone in an office may give them access to sensitive information, they might overhear something or see something on someone's desk that's supposed to be confidential
- There was some interest in limiting this because not only is it inappropriate for them to have access to confidential information, because they don't have training on how to handle this information, but also because there were workplace civility issues as a result of people disclosing confidential information
- Under Article 5.08 (Workers Compensation), it says that "the employee will remain at his/her job site", SPALC considers "job site" to be a compound, the



District reads “job site” as “Transportation” as a department, not a single compound

- At the Transportation Labor/Management Committee, we discussed there are 10-12 locations for Transportation in PeopleSoft, which is somehow related to how we used to distribute paper checks; there were different location codes for different parts of the compound, so that the couriers knew which envelope went to which part of the compound, for example, the garage or the office; it is all still “Transportation” and under the same umbrella
- Some employees have been sent to other departments or the District office; some compounds are so small they can’t keep all the Workers Comp employees in one location
- I want to clarify that we’re talking specifically about people for whom we’re making a light duty accommodation, not everyone qualifies for light duty
- As a result of Workers’ Compensation, employees who are unable to perform all essential functions of their job (sometimes due to the nature of the job or the nature of the injury) might not be able to return to their regularly assigned duties
- This happens in Transportation due to restrictions put in place by the Florida Department of Transportation (FDOT)
- Keeping employees at the same compound is not always 100% doable due to the great diversity of locations that we have. We have very large compounds and very small ones
- If we’re providing accommodations for folks who can’t perform essential functions of their jobs, there are times when we can’t accommodate them at their current compound
- If this occurs, we work very closely with the union and we try to find them somewhere they can be of service to the District
- This benefits the District and the employee because the employee continues to work and continues to receive 100% of their pay; otherwise they would not receive 100% of their pay under Workers’ Compensation leave
- I just wanted to clarify who we are talking about and that it’s a very small group
- Does any other entity in the county have light duty where people can continue to earn their full rate of pay? No, and that’s a definitive answer



- I do know that light duty is common, but other organizations define it differently, and we have a very generous Workers Comp package overall due to the advocacy of SPALC
- There is lack of consistency with this and at times the distance people have to travel creates a hardship for them if they're sent to a different site
- Transportation presents a unique challenge relative to this; if you work at a school, your job is funded through that school, so it's in the District's best interest to keep your job tied to that funding source; for Transportation, we try to keep people in Transportation
- I understand the concern about distance, but there is a financial hardship if the employee doesn't work and only receives a portion of their pay; it's not easy to move people between departments, because it creates a challenge from a funding standpoint
- Transportation employees have been sent down to the District office to work, one was sent to a school to work voluntarily because they didn't want to be unproductive, so they have been sent places other than Transportation; consistency is an issue
- SPALC's concern about consistency is heard; it's difficult to guarantee consistency from the management side when the parameters change daily; one particular location may really need assistance one month and not the next
- We work hard to accommodate all employees, it's just not always possible; we would prefer employees have their regular pay rather than them sitting at home without their regular pay
- The only way to guarantee consistency is to say that we won't place anyone at an alternative site; we can't pay people to sit there and do nothing, but we want people to still get paid, so this is management's way of trying to work with employees
- We acknowledge it's not always the best scenario, but overall, we want to keep the employee from being harmed financially
- SPALC would like to revisit this at the next session and allow both sides to discuss this with their teams and at the SPALC Labor/Management Committee meeting



- Housekeeping: when we re-did the article numbers in SPALC contract, we omitted language about job abandonment; we would like to see if there is an interest in putting that language back in?
- It said that after 3 consecutive unauthorized absences, then it's okay to move forward with a job abandonment notice to the employee; can't find the exact language from the 2016 SPALC Contract in the current contract
- It's on Page 40, Article 12.01(9), the abandonment of position language is listed there; the District stands corrected, thank you

Story - Article 6 (Working Conditions)

- Some issues may require more time and discussion than we have tonight
- Article 6.04 references Alcohol, Tobacco, and Drug-free Workplace
- There isn't specific language in the contract that captures what our past practice has been around Last Chance Agreements (LCAs) in cases where there's reasonable suspicion testing or someone tests positive on a drug test
- If it's a first-time offense and there are no aggravating factors then we extend an offer for the person to go into an Employee Assistance Program for treatment and they accept a letter of reprimand; the agreement they sign says "any future drug or alcohol offenses while at work may result in termination"
- There is an interest in trying to capture that to provide insight on aggravating factors, as things that might otherwise result in disciplinary action
- As references see, Florida Statute 44.102 and School Board Policy 5.37
- We have a well-established practice for LCAs but it would make sense to put some references around those substance abuse related policies in the contract

OPTION

LCA language to be decided on in the SPALC Labor/Management Committee, bring back to bargaining teams on October 12, 2020

Check Out