



SPALC Contract Negotiations
October 12, 2020
FY21 (2020-2021 school year)

Agenda

- Check-In
- Approval of Minutes
- Article 9 (Disciplinary Procedures)
- Article 5 (General Employment Practices)
- Article 6 (Working Conditions)
- Check-Out

Check-In

Time constraints: 7:00pm

Elephants:

Missing:

Jimmy Riley
Jimmy Flock

Expectations:

Make good and aggressive progress*****
Have an open mind
Get something done tonight*****
Help get through the evening

Approval of Minutes: September 28, 2020

- Edit to page 9, bullet 8: add the word "reassigned"
- Page 10, bullet 9: add "employee continues to work and continues to receive...". Add "leave" at the end of the sentence
- Minutes approved as amended

Article 9 (Disciplinary Procedures) - Story

- The SPALC Labor/Management Committee met to discuss the proposed changes to this article; the proposed changes align with the proposed TALC



Contract Article 9 and were shared on the screen for both bargaining teams to see, with requested changes highlighted

- In Article 9.01(3) (Administrative Reassignment or Suspension), the statute referenced needs to be clarified
- Article 9.01(4) (Right to Representation), language was added to clarify that a member of the bargaining unit can sit in and not act as the SPALC representative
- Article 9.01(5) (Pre-Determination Hearing) the timeframe was changed from two days to five days at the request of the union
- Article 9.01(8) (Use of Technology) the bottom line was in the SPALC Contract, but worded differently; the requested change takes into consideration the totality of evidence, not just security camera footage
- Article 9.02 (Outcome), the statute referenced needs clarification; the statute references instructional staff and admin, want to tidy up that piece to be sure it's accurate
- In addition, SPALC and TALC employees on Annual Contracts have the opportunity to request a review of their non-reappointment, the process is outlined in the TALC Contract, but not the SPALC Contract; we would like to add this language, with the clarification that the employee cannot request a review if they received a letter of reprimand
- Proposed Article 9.02(1) (No Finding) there's been a request to add "no finding of just cause" language; if there is no finding of just cause then that would need to be documented and it would be a non-disciplinary outcome
- Proposed Article 9.02(2) (Letter of Guidance) contains new language about a practice recently adopted by the District, which is another non-disciplinary outcome
- SPALC appreciates the added protections for employees
- We can approve this "as is" with the understanding that we may need to come back and look at it, or if we want to give people more time to look it over and come back with edits so that we vote once, we can do that too
- SPALC was hoping this could go back to the SPALC Labor/Management Committee and we can discuss the explanation in "no finding" in further detail
- TALC may bring edits to the TALC Labor/Management Committee meeting
- In the meantime, a draft copy can be made available to everyone at the table



Option

Return to SPALC Labor/Management Committee to finish working on the proposed language; make a draft copy available to bargaining teams

Article 5 (General Employment Practices) - Story

- An update from the SPALC Labor/Management Committee was provided on the screen
- Non-Reappointment Review language may need housekeeping based on where we land with Article 9 (Disciplinary Procedure)
- We had discussion about the reassignment of employees between different transportation compounds when there's a Workers' Compensation claim
- Two areas of interest around seniority:
 - An employee who leaves the bargaining unit, but later returns keeping their seniority
 - Department-wide seniority in Transportation to allow those who move from one position to another to keep seniority for bidding
- SPALC has story specifically on driver trainers and seniority
- Bus operators are afraid to transition to a driver trainer position out of fear of losing their seniority for bidding which affects their ability to get desirable routes or get field trips and extra runs
- Restoring seniority to those who leave the District might persuade them to return; there could be a limit on a break in service of a year or less
- Seniority date is based on an employee's last regular position; there's not a separate field or way that seniority is tracked
- For clarification, if a bus operator leaves their position, when they make that decision they lose seniority for bidding; SPALC is looking for flexibility so that employees may take another position within transportation and have their seniority for bidding follow them so in case it doesn't work out and they decide to go back to being a bus operator
- There's a big difference between seniority for employment versus seniority for bidding on routes
- Management doesn't have any issue with adjusting for seniority for bidding, but if someone is terminated from their position, then we'd have to have further conversation



- It would create other issues for the District, if we're talking about seniority after action has been taken to terminate an employee from a full-time position or if they resign from the District, it's different
- Many years ago, people would leave the district to go work as a guest teacher, then return and want their seniority back
- If a bus operator has a medical issue, they may step down to be a bus attendant, once their medical issue resolves, they should get their seniority for bidding back
- We're discussing a voluntary move between positions within the same bargaining unit
- When No Child Left Behind was passed some paraprofessionals had to move from the classroom to being a bus operator or food and nutrition services worker; when they passed the test and came back their seniority was changed
- That should not be the case as the District's practice is as long as you stay in the bargaining unit, your seniority isn't impacted
- What happens in Transportation regarding seniority for bidding and what happens with District seniority when you leave the District are two different things
- If an employee stays in the bargaining unit but leaves transportation, you don't want them to "jump" ranks in seniority for bidding
- But if they stay in Transportation, they are serving the same department for the District
- We would not endorse anyone who is leaving the Transportation department maintaining seniority for bidding, as soon as they decide to become a guest teacher they would give up their seniority for bidding
- If they stay within the Transportation department, we should give them the opportunity to learn and grow, but also the opportunity to go back to their old position without penalty
- Transportation would get a bigger application pool if bus operators knew they could go back to being a bus operator if it doesn't work out
- It makes sense that people would want to try their hand at these positions, since they're higher paying and have more responsibilities
- The interest is in taking the hurdle out of the way for people who are interested in advancing their career



- One other thing to consider is if you leave Transportation, even if you're maintaining your CDL, you're missing out on the training Transportation is providing to employees during that time
- SPALC believes we need to take this to the Transportation stewards before deciding on it at the bargaining table
- We hope that those who are listening to the conversation are understanding the intent
- We wouldn't want anyone to think this would negatively impact anyone; another person trying to move up doesn't need to be at the expense of others
- We would like to make a good faith effort to expand opportunities to move up in the District and in Transportation

Option

Take to Transportation Labor/Management Committee meeting on October 19, 2020

Article 5 (General Employment Practices) – Story (Continued)

- Paraprofessionals are afraid to go into a teaching position because they're afraid they'll lose their seniority
- In one case, a principal talked a paraprofessional into moving to the role of a teacher, the employee lost their job as a teacher two months in, and as a result lost credit for 16 or 17 years with the District

Caucus

District Report Out: Philosophically we have no issue with the scenario discussed. If someone leaves SPALC to try a TALC position, returns to SPALC, they get their SPALC seniority date back. How do we make that happen and how is it tracked? We were not able to resolve that so we need more time to talk about options. We value employees and want to do what we can to make sure there's not a negative impact to someone who wants to come back to the SPALC unit

Option

Table this until the next SPALC Bargaining session



Article 5 (General Employment Practices) – Story (Continued)

- Regarding Workers' Comp and Light Duty, the District tries to keep employees at full pay by finding an opportunity for them to go back to work
- It isn't possible to guarantee that a person will stay at a particular compound or within the department
- We understand it's a challenging time and want them to get their full paycheck; the District needs flexibility in order to have placement options

Article 6 (Working Conditions) – Story

- There are a couple things we left off of story last time; we talked about language for drug, alcohol, and tobacco-free workplace programs and Board policy
- These were discussed in SPALC Labor/Management as well; we were able to come up with wording we wanted to add to 6.04 (Alcohol, Tobacco, and Drug-Free Workplace) that memorializes that in instances where someone has a first-time violation, there would be standard response
- The District would refer the employee to the Employee Assistance Program (EAP), offer the employee a Last Chance Agreement (LCA), and give the employee a Letter of Reprimand (LOR) in lieu of more significant discipline being rendered
- This would not apply in situations where there are aggravating factors; which would be where there are independent grounds for disciplinary action
- For example, someone reporting to work with the "Superbowl flu" is a different matter than someone driving a school bus while under the influence, etc.
- There were a couple other things we want to clarify; for people who confiscate controlled substances, we want to make sure they hand over the confiscated items to administration or law enforcement and do not dispose of them
- We've had situations where people have disposed of alcohol or marijuana and we need to clean up the language to provide better guidance
- General option outlined below, the District reserves the right to wordsmith



Option

1. First-time violation would result in an offer of a Last Chance Agreement (LCA), to employee, a letter of reprimand (LOR), and mandatory referral to EAP, except in cases where aggravating factors exist, which would be independent grounds for disciplinary action.
2. Housekeeping around confiscation

Article 6 (Working Conditions) – Story (Continued)

- This has been a past practice of the District for some time now; what if we have a bus operator who has a DUI in their own (personal) vehicle? Would we provide them an opportunity to work somewhere else in the District and offer them an LCA?
- The language being discussed is for people with reasonable suspicion or random testing issues; outside arrests would be handled differently
- The past practice has in many ways been to align the District's response with the state statute and board policy for screening of applicants
- Typically, a single DUI is not enough to be a permanent bar of employment, unless your position requires you to operate a vehicle or machinery, but a DUI property damage or personal injury is treated differently
- We understand that for a bus operator a DUI may cost them their CDL
- If others are given an LCA, would a bus operator also get offered an LCA and be eligible to work elsewhere in the District?
- It would depend on the circumstances, if their job involves driving a vehicle, it might be treated differently than someone who has a desk job
- There are Department of Transportation (DOT) standards that govern safety sensitive positions and there's a new national clearinghouse for CDLs, so those would have to be decided on a case-by-case basis
- Can we have a straw design of both options together?

Article 6 (Working Conditions) – Story (Continued)

- Florida Statute 741.311 addresses protections for people who are victims of domestic and sexual violence; this was discussed in the SPALC Labor/Management Committee meeting



- Protections include that employers can offer three (3) days of leave in a twelve (12) month period; this type of leave could be treated similar to a temporary duty and wouldn't have to be charged to sick leave
- This leave is to allow the employee the opportunity to attend medical appointments, counseling, find alternative housing, and attend legal proceedings
- We approached this subject with TALC as well, since we've had some situations in the past few years where employees have experienced domestic violence and it's resulted in certain workplace complications
- There have been requests for temporary or permanent transfers; now that we have the threat assessment teams, we've had them get involved and we've taken measures to make sure schools and workplaces are safe
- These protections are meant to extend to situations involving members of the employee's household experiencing the same types of violence, i.e. the victim's child or elderly family member for whom the victim is a caregiver
- Transportation has transferred employees to different compounds, schools have changed things around, it would be nice to have this language, since the District has recognized the need and worked with employees on this in the past
- The language will help people know that that's it's their right and there's an opportunity for them to seek support; good to outline this in the contract
- To hear that this is in place already is wonderful; many people have experienced these sorts of situations and would benefit from this being made more explicit
- We will try and come back with an option and language next time; this is a good time to close out for today
- Tuesday, October 27, 2020 was agreed upon for next SPALC bargaining session, then return to regular schedule of alternating Mondays after that

Check Out