



TALC Contract Negotiations  
November 30, 2020  
FY21 (2020-2021 school year)

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**Agenda**

- Check-In
- Approval of Minutes
  - October 26, 2020
  - November 2, 2020
- Article 10 (Compensation)
- Article 5 (General Employment Practices) Proposed Language
- Article 6 (Working Conditions) Proposed Language
- Article 9 (Disciplinary Procedures) Proposed Language
- Check-Out

**Check-In**

Time constraints:

Elephants:

Missing:

Christine Carberry (*virtual*)

Dr. Ami Desamours (*phone*)

Bonnie McFarland

Sheena Torres Nunez (*virtual*)

Will Rothenberg

**Expectations:**

Make decisions/progress today\*\*\*\*\*

**Minutes:**

October 26, 2020 – minutes approved as written

November 2, 2020 – minutes approved as written

**Article 10 (Compensation) – Story**



- There are no data requests pending, all outstanding requests have been responded to and addressed
- TALC would like to present a summary of the trend in state action over the past nine (9) years:
  - In about 2010, National Board Certified Teachers were supposed to receive a statewide salary increase, so many teachers lost out on salary increases and bonuses to fund this program; the program is no longer funded
  - In about 2011, Senate Bill 736 cost teachers three (3) percent of their pay, because it shifted funds from being Florida Retirement System (FRS) non-contributory to contributory
  - Then the A+ money came around and many teachers lost out on another \$1,000.00 to \$1,200.00 in salary increases, because of this bonus program
  - Everyone is aware of the State of Florida's Best and Brightest Program, which over the course of several years gave a very small number of teachers between \$800.00 and \$6,000.00 in one-time bonuses, which again were not FRS eligible; this program again is no longer around
  - This is the trend from the state: money is being taken out of teachers' pockets, for the last nine (9) years it's been about bonuses not raises
- The District has continued to put more money towards compensation than we've received in support from the state, because we acknowledge the burden that has been placed on teachers and we do the best we can to counteract it
- The District received information regarding the FRS eligibility for longevity pay and we are able to structure the pay so that it will be FRS eligible; (*see attached Longevity Pay slide from October 26, 2020*)
- For transparency, we need to discuss the assumptions that were made with these calculations; we would follow our standard practice, meaning this will be paid out in an FTE equivalent amount
- In other words, employees who work the standard full-time hours would get the full amount; employees who work 50% (or .5) of the full-time hours will get half of the amount; no one would get more than the amount mentioned
- It was clarified, FTE goes with employees who change from part to full-time or vice versa; FTE value is not something that can be negotiated



- There is also an assumption that differences in work-year don't change the FTE equivalency, so 255-day employees will not receive more than the amount listed
- These payments will be distributed throughout the year in paychecks, since this helps us meet the requirements for FRS eligibility
- Longevity pay will be based on Total District Years (Years L) regardless of which bargaining unit during those years or breaks in service
- Currently there is not a way in PeopleSoft for employees to see Years L, but this is something that will be made available in PeopleSoft soon
- To clarify, this is a supplement that does not require any sort of application by the employee or approval by their immediate supervisor; it's District-managed and due to the work involved on the back-end, it may not show up on the first paycheck of the school year, but that will not change the amount
- Longevity Pay would be made available for all instructional staff
- The amount is as listed and is not compounding from year-to-year

#### Option

Slide 16 of October 26, 2020 presentation with assumptions discussed, including past practice related to FTE equivalent, using Years L, and equal distribution among paychecks through the fiscal year

#### Article 10 (Compensation) – Story

- The District received communication from FL DOE that TALC's option for the TSIA funds will not be accepted; the order of operations is an issue, so the District would like to go back to the original proposal of a minimum base salary of \$47,500.00
- If we use all the 80% portion of the TSIA funds, what would the minimum base salary be? We can use the 20% portion of the TSIA funds for instructional staff more generally, since the 80% portion is only for "classroom teachers"
- If we maximize the TSIA fund and minimize the District funds going to increasing the minimum base salary, we can increase the number of instructional staff receiving above a 2% increase; this is the best option



- The District said that the TSIA funds would support a minimum base salary of about \$47,100.00, which leaves a lot of money on the table; FL DOE reportedly believes the amount to be closer to \$47,300.00, TALC is concerned that some groups of employees will be disproportionately impacted by going to \$47,500.00
- There would need to be a targeted market adjustment made to account for the disproportionate impact
- The District has been looking at different amounts for market adjustments to target those pockets of employees that have been negatively impacted by some of the historical challenges that TALC mentioned; we've done this in the past as well
- If we agree to a minimum base salary of \$47,300.00, the District recommends the following market adjustments: an additional increase in base salary of \$350.00 for employees in years 10, 15, 16, and 17, and an additional increase in base salary of \$600.00 for employees in years 11, 12, and 13; these are Years X, which are creditable years of work experience as instructional staff
- The District shared a slide with a line graph showing that the goal is for the value of years' worth of service to be consistent; this is a shared interest of both parties (*see attached slide*)
- Employees who currently make more than \$47,300.00 may not get the market adjustment or longevity, will they get any salary increase? Yes, everyone will see a minimum of a 2% increase, but most employees will see somewhere between a 2.5% increase and a 3.5% increase
- When we talk about creditable years of work experience we're talking about credit in terms of years that have already been worked and in which someone worked one day more than half of the year; experience credit is recalculated at the end of each year
- In the traditional sense, retro pay will not be included, due to manageability concerns, but people would receive an increase in base pay from July 1, 2020 (or hire date) and a prorated portion of that would be paid in a lump sum
- The same applies to the base salary increase for Special Instructional staff
- Are employees who have been with the District 5-10 years being negatively impacted?
- No, the data being shown is based on a minimum base salary of \$47,500.00, so it's a little bit off, but for employees in Years 4, 5 and 6, there are about



1,200 employees and the majority of them will receive more than a 3.5% increase

- For employees in Years 7, 8, and 9 there are about 500 employees that would only receive a 2% increase and about 50 or 60 that will receive more than a 5.5% increase
- The majority of TALC members are 1.0 FTE, so the proration impacts very few people
- When the TSIA bill was signed into law, a Joint Communication was sent out that made people think that new teachers were going to be making \$47,500.00 and that anyone in the instructional unit making less than \$47,500.00 would be increased to that amount
- Employees moving on the Career Ladder will receive the \$1,000.00 base salary increase before the TSIA increases
- Order of Operations:
  - Career Ladder Movement = \$1,000 base salary increase
  - Percent Increase: Minimum of 2% across the board
  - Special Instructional Staff increased to \$50,500.00
  - Special Instructional Supplements and Reindexing
  - Longevity Pay
  - Market Adjustments
- Before we go further, there was a chance we would not reach our goal for Special Instructional Staff; based on this option, \$50,500.00 is attainable

#### Option

- New minimum base salary of \$47,300.00
- Targeted Market Adjustments as discussed: \$350 (Years 10, 15, 16, 17) and \$600 Years 11, 12, 13), based on creditable years (Years X) at the time of ratification
- 2% increase across the board
- Special Instructional minimum base salary increase to \$50,500.00
- Order of operations: Career Ladder, % increase and \$47,300.00, Special Instructional, Market Adjustments, Longevity and Supplements



## Caucus

**TALC Report Out:** Discussed the option at length. Not just the numbers but to acknowledge potential equity issues due to the strings attached to the TSIA money. TALC is more comfortable now than they were a few weeks ago about this being the best deal for instructional staff. Compression issues will be very difficult to address moving forward. Teachers have strived for Highly Effective ratings over the years and now that's kind of being wiped away. With the raises we're discussing, Dr. Desamours said that there were 500 different values for the different salary increase percentage, and there's almost 5,000 unique salary values, that's what needs to change. This is not the most equitable way to pay instructional staff. One thing that came out of the caucus was a request to place a priority on making Years L visible for everyone to see on PeopleSoft. A few team members want to have the Order of Operations placed in the option

**District Report Out:** The District also discussed compression issues and the challenges associated with addressing this in the future.

## Article 10 (Compensation) – Story

- Once this plan is ratified, the hourly rates for instructional supplements will be updated, but people will not receive retro pay for things like classroom coverage that occurred prior to ratification
- At the last session we agreed to the TALC Supplement Committee's recommendation of an equal supplement amount for all Licensed Mental Health Professionals, School Counselors, and Social Workers; to be clear the dollar amount for that supplement is \$1,842.75

## Article 5 (General Employment Practices) - Story

- The proposed language was displayed on the screen (*attached*)
- We're working hard to streamline and keep job descriptions up to date; we're looking to put language in the contract to help us be more agile and responsive to changing circumstances
- This language was discussed during the most recent TALC Labor/Management Committee meeting the TALC Bargaining team





understands that this is not a substantive change, but more of a housekeeping change

Option

Approve the proposed Article 5 language

**Article 6 (Working Conditions) – Story**

- The proposed language was displayed on the screen (*attached*)
- This language is again more about housekeeping and contract alignment
- Language has been added around Last Chance Agreements, Harassment, Discrimination, and Domestic and Sexual Violence, for an employee who might find themselves in one of these unfortunate situations
- Item 6.02(4) (Nursing Mothers) is existing contract language

Option

Approve the proposed Article 6 language, editing 6.04(2)(b) to read “Recommended for non-reappointment” for consistency

**Article 9 (Disciplinary Procedures) – Story**

- The proposed language was displayed on the screen (*see minutes from 11-2-20 for proposed language*)
- Consensus on this language was reached on October 26, 2020, we just wanted to be sure that everyone had the opportunity to see this language

**Article 12 (Leave) – Story**

- Still under review, draft language will be brought to the next TALC bargaining session for discussion

**Calendar**



- Our next meeting will be held on Wednesday, December 9, 2020 at 4:30pm in the Caloosahatchee Room unless discussed otherwise; it will be live-streamed as well
- We hope to discuss Article 12 (Leave) and implementation plans

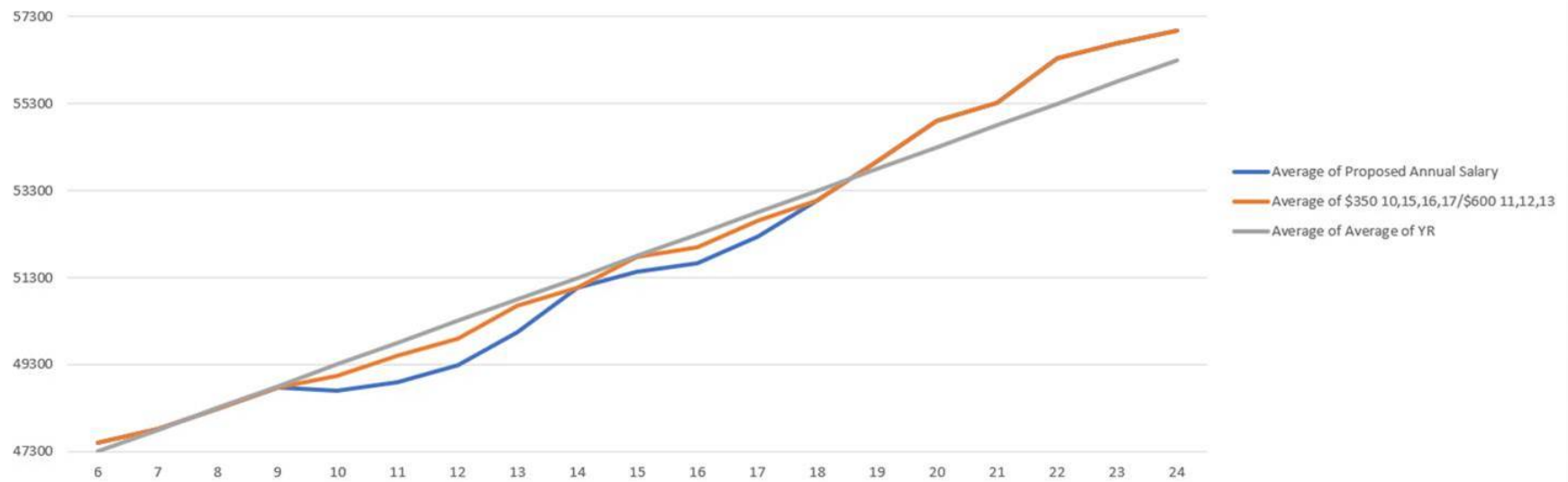
### Check Out



# Longevity Pay (TALC)

Years of Experience (YRS L) Non-Consecutive					
0-9 years	10-14 years	15-19 years	20-24 years	25-29 years	30+ years
3,543	881	691	372	215	180
District-wide Standard					
\$250	\$500	\$1,000	\$1,500	\$2,000	
10-14 years	15-19 years	20-24 years	25-29 years	30+ years	

## Middle Enhancement Suggestion



**SPALC Contract: 5.05 – ASSIGNMENT OF DUTIES to be incorporated into all books**

**(1) Job Description:** The District will prepare, review, revise and maintain job descriptions for those jobs in the unit as it deems necessary. (For SPALC and TALC: The Division of Human Resources will provide the Association copies of new or revised job descriptions through the (SPALC)(TALC) Labor/Management Committee and afford the Association an adequate opportunity to review and provide written feedback prior to implementation. The role of the Association in this regard will be advisory in nature.) All job descriptions shall be posted in the Human Resources section of the District website. The job descriptions shall list the required qualifications as completely as possible. Every job duty in a job description need not always be specifically described, and any omission does not preclude the required performance of all duties that are job related.

**(a) Regular Review:** The District agrees to review job descriptions to ensure that an accurate reflection of performance expectations is maintained. ~~The SPALC Labor/Management Committee will review proposed changes in job descriptions prior to placement of these proposed changes on the Board agenda.~~ (For SPALC and TALC: The SPALC(TALC) Labor/Management Committee will recommend job groups for consideration as established career advancement paths.)

**(b) Request for Review:** An employee may request a formal review of his job description when the employee believes the current duties as assigned do not match the job description. Requests for review shall be made in writing and submitted to the (For SPALC and TALC: SPALC(TALC) Labor/Management Committee (For N and ADM: Supervisor)).

**(c) Supervisor Directives:** Nothing in a job description shall be construed that any employee has the right to refuse to follow instructions.

**(d) TALC Supplements:** TALC Supplement positions will not conflict with a SPALC employee's primary job duties, work schedule, or hours.

## **6.02 - PROTECTION OF PERSON:**

**(1) Injury:** The Board assures employees of its support when employees have followed the laws and regulations of the State and the policies of the Board in carrying out their responsibility. An employee involved in injury to himself, a student or to another employee shall immediately report same to his supervisor and thereafter make such written reports as necessary to comply with Board policy.

**(2) Workplace Civility:** Employees shall not engage in speech, conduct, behavior (verbal or nonverbal), or commit any act of any type which is reasonably interpreted as abusive, profane, intolerant, menacing, intimidating, threatening, or harassing against any person in the workplace. Bargaining unit employees may address alleged violations of this article through the grievance procedures as outlined in Article 4 of this agreement. The resolution of a complaint under this article may result in the involuntary, temporary transfer of an employee or employees pursuant to Article 5.03(2) of this agreement. Such transfer may become permanent when deemed necessary by the Superintendent or the Superintendent's designee.

## **SPALC – CONSENSUS 10/12/20**

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

**6.04 – ALCOHOL, TOBACCO, AND DRUG-FREE WORKPLACE:** No employee shall possess, consume or sell alcoholic beverages or manufacture, distribute, dispense, possess or use, on the job or in the workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined in the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulations at 21 CFR 1300.11 through 1300.15, or by Florida Statutes, Chapter 893. 21

**(1) Notice of Arrest:** As a condition of employment, each employee shall: abide by the terms of this article, and; notify the appropriate director, principal or supervisor of any criminal drug statute conviction for a violation occurring on the premises of the Lee County School Board, at the workplace, or during the conduct of any official activity related to the Lee County School Board no later than five (5) days after conviction.

**(2) Notice of Conviction:** The Lee County School Board shall take one of the following actions, within thirty (30) days of receiving such notice, with respect to any employee who is so convicted:

**(a) Program Participation:** require such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency, or

**(b) Failure to Participate:** if the employee fails to participate satisfactorily in such program, the employee may be non-renewed or his or her employment may be suspended or terminated, at the discretion of the School Board, or

**(c) District Action:** take appropriate personnel action against such an employee, up to and including termination.

**(3) Reasonable Suspicion Testing:** No employee shall be required to submit to drug or alcohol testing without reasonable suspicion except as otherwise required by law or this agreement. All drug and alcohol testing shall be conducted in accordance with District policy and procedures for drug and alcohol testing.

### **(4) Exemptions**

**(a) Prescription Drugs:** Possession or use of prescription drugs by an employee for which he holds the prescription is exempt from this section.

**(b) Confiscation:** Employees who perform duties which require the disposition or confiscation of alcoholic beverages or controlled substances are exempt from this section when performing those specified duties.