

PESPA/Pinellas County Schools
Minutes
June 10, 2014
PCTA/PESPA building.

Present: Paula Texel, Dena Collins, Nelly Henjes, Jamie Beck, Karla, Libby Navarete, Cheryl Cunningham

Meeting begins at 11:06 am

Nelly Henjes, President PESPA, opens meeting with a handout on ground rules for bargaining. This information is presented to Paula Texel, Chief Negotiator, PCSB. Paula points out the collective bargaining agreement exists and includes bargaining agreements that have been our standard practice, however, the district team will review the handout during caucus.

Nelly begins bargaining by making requests for language changes in the following articles:

- Article 5: Requests to use district email systems to announce association meetings and survey the entire bargaining unit two times a year.
- Article 7: Requests to receive documentation on employees who have requested transfer.
- Article 9: Requests to update the Substitute language from the previous year's MOU.
- Article 9: Requests to be an active participant in the creation of job descriptions within their bargaining unit.
- Article 14: Requests to add language to reporting of assault and battery cases to include reporting to the appropriate law enforcement.
- Article 14, E- Reports of assault/battery cases to report the incident to the appropriate law enforcement agency.
- Article 15, section A- 7 and 9- remove the word cataphoric and open the donated sick leave for others to utilize.
- Letter E- delete by Family Member, spouse, child, parent, or sibling who is also.
- Article 15, Section C- Types of leave- ask to move from five days to 6 days of personal leave.

This concludes the asks for language from PESPA.

11:28 am. Caucus

Return from caucus- 1:25

District returns from caucus to counter, accept or reject the asks:

- Article 4, Section C- the district came back with a counteroffer. The district would like to add to section C, the union president or building representative will have the right to use the email system for meetings. The district is rejecting surveying the entire bargaining unit up to 2 times per year. District already has processes to survey employees. Unions do have access to the surveys and years past there has been collaboration.
- Article 7, section D, processing of requests. Paula shares that we are not in agreement to how it was written. Paula shares years prior to applicant tracking, an employee shared a form that they were interested in transferring. Employees shared at that time they did not necessarily want their supervisor to know they were interested in looking for a position. Currently all support employees may seek transfer at any time by applying directly to the position. The board agenda does provide information of cost center changes (transfers), appointments, and terminations. The district is asking for the language to be updated to reflect asking for information.
- Article 9, section D, page 21 the district also has the information we agreed upon last year from the MOU.
- Article 9, section G, rejecting the added language on job descriptions. Job descriptions are a management right. The management does make the determination on the qualifications, essential duties, supervises and etc. The district is open to working with the union on the last page of the job descriptions that does address the working conditions. We are asking for the website link be removed from the CBA.
- Article 14, section E, page 36. The district accepted the changes.

- Article 15, section 7, page 39- the request was around the sick leave bank. The request is to remove the word catastrophic. We currently have 3 groups and all non-instructional are in one bank under one set of guidelines. Sick leave bank has a set of guidelines, guidelines have not been updated and the district would like to recommend a committee to come back and revisit guidelines.
- Article 15, section 9, page 39- this language recognizes the employee and their family member. It is a benefit to family members in our district. We recognize there are times when there is an issue with someone, and staff members want to donate. This would need to be managed by human resources, and this creates an additional workload for staff.
- Article 9 C would like to hold this, and this could be a compromise based on our requests.
- Article 2, update the language by removing employee education and training and adding Professional development Advisory Committee. Throughout the book Associate Superintendent for Human Resources will be updated to Chief Human Resources officer.
- Article 5, page 11, number 2- the directory of personnel is no longer a thing; however, access is still provided to the union.
- Article 5, number 3- Nelly serves on the calendar committee, strike through voting member, the committee provides a consensus to provide a recommendation to the superintendent.
- Article 5, C number 4- the last sentence- we would like to strike the last sentence all together. A revised statement will be presented.
- Article 10, F- district would like to remove non-exempt. The employees in this group are non-exempt and it assists in clarifying the language.
- Article B, Article 12- make the language consistent with Professional Development Advisory Committee.
- Article 16 a, page 42, -was clarified in 2022 that the leave is with pay, needs updating in the CBA.
- Article 16 F, job sharing- the district does not have anyone job sharing in this bargaining unit.
- The district provides the revisions to the team.
- Article 2, Section O- recommend striking through this because in Article 17 C. This is repetitive. This ties into language, that we already have retroactive pay. We are recommending, providing an agreement is made by October 1 of the school year.
- Article 3, section G, 4- strike through some of the language as there is a form in the appendix.
- Article 8, Section D this is an ask to clean up the language.
- Article 9, Section K- Probationary Period. The district is requesting to add when an employee is hired into a new position would serve a probationary period.
- Article 13, Evaluation Procedures, we have added language as evaluation is a management right. We maintain is a developmental process. The communication is still there, but address evaluation as a management right.
- Article 15, section 8- is clean up on the language.
- Article 16 section C- on the extended personal leave requesting the leave to be moved to the end of the school year.
- Article 17, section B- providing for outside credit.
- Article 17, J- Shift Differential- change the language to the employees that this language applies- it is only the adult education center. Cleaning up to show the employees impacted.
- Article 17, 5- addresses information in the transportation handbook.
- Article 17, 9- request to remove number 9.
- Article 20- Deductions from Salary- remove the association dues information.
- Article 21- Section B- Compliance- this statement assumes there is a reappointment- this bargaining group has a right of continuous employment. They don't receive contracts.

Caucus- 2:47 pm

Return from Caucus 4:19 pm

The following areas have either been accepted or rejected by the union.

Article 2- section A: name change- Accepted
Article 2- section O: rejected
Article 3, D, section 2: change in name- Accepted
Article 3, G, number 4: Rejected
Article 5, number 3: Accepted removing the word voting
Article 5, C: Accepted changing the name
Article 8, Section D: Rejected language change
Article 9, Section D: Accepted language from 23-24 MOU substituting
Article 9, Section G: Accepted removal of website
Article 9, Section L: Rejected language
Article 10, Section F: Accepted language change to remove Non-exempt
Article 12, Section B & F: Accepted name change
Article 13, Section A: Rejected language
Article 15, Section A: Accepted adding the word All
Article 15, Section A, letter 8: Accepted removing last sentence
Article 16, Section C: On hold and asking for additional data.
Article 16, Section F: Accepted removing job sharing
Article 17, Section B: Rejected section B and accepted the last section C.
Article 17, Section C, 3: Reject additional language
Article 17, Section J: Needing additional data
Article 17, Section M, 5: Reject and accepted changing language in 6
Article 17, Section M, 9: Accepted removing
Article 20, Section A and B: Accepted removing information on association dues
Article 21, Section B: Accepted removing
Article 21, Section A: Accepted changing date

Meeting adjourned 5:00 pm. Next meeting scheduled 6/12/24