

9/13/17  
SRPE  
Proposed

76 pages  
of changes

SRPE  
Proposed Revision  
9/13/2017

## ARTICLE II: ASSOCIATION AND EMPLOYEE RIGHTS

A. The Board hereby agrees that every employee employed by the Board shall have the right to organize, join, and support the Association for the purpose of engaging in negotiations and mutual aid and protection or to refrain from joining or supporting the Association. As a duly elected body exercising governmental power under color of law of the State of Florida, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, laws of Florida, or the Constitution of Florida and the United States; that it will not discriminate against any employee with respect to the terms and conditions of this Agreement and his/her participation in any lawful activity of the Association as provided for in this Agreement. This section shall specifically apply to the policies of the Board which it adopts from time to time, which employees may seek to redress through the existing grievance procedures of this Agreement.

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## ARTICLE II: ASSOCIATION AND EMPLOYEE RIGHTS

B. Nothing contained herein shall be construed to deny to any employee rights he/she may have under the Florida School Laws or other applicable laws and regulations. Employees shall have the protection of all rights to which they are entitled by the Constitution of the United States, the Florida Constitution, Federal or State Statutes, Federal or State case law, Florida Department of Education policies and regulations, Board policies, and those rights set forth in this Agreement. Employees shall not be subjected to personnel practices which are prohibited by or in conflict with Board policy.

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## ARTICLE II: ASSOCIATION AND EMPLOYEE RIGHTS

E. The Association shall have the right to post notices of activities and matters of the Association on ~~the~~ an appropriate and specifically assigned bulletin board. Where a bulletin board is not already provided, the Association will provide one at its expense. The school principal shall determine location of the bulletin board in each school. The Association ~~may have~~ has the right to use the employee school mailboxes for the purpose of distributing Association material relating to Association business to employees.

#### ARTICLE IV: GRIEVANCE PROCEDURE

B. Definition Grievance procedures - The grievance procedure is to be used for the settlement of disputes between employer and individual employee, or employer and group of employees, involving the interpretation or application of the collective bargaining Agreement. No grievance shall be adjusted without prior notification to the Association providing opportunity for an Association representative to be present when requested by the employee. No provision herein shall be construed so as to prohibit or limit the filing of grievances by either individual employees or groups of employees.

1. A grievant is the individual employee or group of employees making the claim.
2. A Party in interest is the employee or employees making the claim and any person who might be required to take action in or against whom action might be taken in order to resolve the claim.
3. Days shall mean working days.

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#### ARTICLE IV: GRIEVANCE PROCEDURE

C. Procedure A grievance may be filed by an individual grievant or a group of grievants ~~whenever the grievance applies to more than one building and a group of employees with a regarding any individual or common complaint have requested such action.~~

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance may be initiated at step two by an individual employee or a group of employees if the authority for correcting the grievance ~~only rests~~ solely with the Superintendent, his/her designee, or the School Board. The Association shall have the right to be represented at all grievance hearings subsequent to informal step.

**Informal:** In the event that an employee believes there is a basis for a grievance, he/she ~~shall~~ may first discuss the alleged grievance with the immediate supervisor with the objective of resolving the matter informally. The informal discussion preceding a grievance is an opportunity for the employee and employer to discuss concerns and try to resolve problems. The employee reserves the right to meet with or without representation at this discussion.

However, should the administration choose to not meet with the employee with representation at the informal step, then the employee may choose to bypass the informal step and meet at Step 1 with representation.

**Step One:** If the grievant has been unable to resolve his/her grievance informally, the grievant(s) shall invoke formal grievance by filing the prescribed form (Appendix B) with his/her immediate supervisor within fifteen (15) working days after the event or events on which the grievance is based are known by the grievant. The Association shall be provided with a copy of any grievances filed. The grievance form shall name the employee or employees involved, state the facts giving rise to the grievance, identify all the provisions of this agreement alleged to have been violated, state the contention of employee or employees with respect to these provisions, indicate the relief requested, and shall be signed by the employee or employees involved.

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The immediate supervisor shall give the employee or employees an answer in writing not later than six (6) days after receipt of the written grievance.

**Step Two:** If the grievance is not resolved in STEP ONE, the employee must, within six (6) days after receipt of the immediate supervisor's answer, submit to the Superintendent or his/her designee his/her appeal of the immediate supervisor's disposition. The Superintendent or his/her designee and the grievant or grievants shall meet within a reasonable time, not to exceed ten (10) days, in an attempt to resolve the matter.

The superintendent or his/her designee shall respond in writing to the grievance within six (6) days of the meeting.

**Step Three:** If the grievant is not satisfied with the disposition proposed by the Superintendent or his/her designee, the grievant shall have six (6) days within which to appeal the grievance to the Board. ~~Scheduling of a hearing before the Board will be in compliance with applicable Board policies.~~ Scheduling of a hearing before the Board shall occur no sooner than fifteen (15) days following filing of a notice of appeal with the Board, and no later than forty-five (45) days following filing of said notice of appeal. Scheduling may be made by agreement of the parties. The format of a grievance hearing shall be as follows: the maximum amount of time allowed for presentation of, and discussion on, the grievance shall be one (1) hour, distributed as follows: twenty-five (25) minutes to the grievant(s); twenty-five (25) minutes to the Superintendent or his/her designee; and ten (10) minutes for questions, discussion, and disposition by the Board.

**Step Four:** If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Superintendent or his/her designee within six (6) days after the Board's Step Three hearing. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association, shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association. The

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arbitrator shall be selected and the arbitration conducted in accordance with the rules and procedures of the American Arbitration Association (AAA). Associated cost of the arbitrator shall be divided equally between the Association (SRPE) and the School District.

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#### ARTICLE IV: GRIEVANCE PROCEDURE

E. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term. Notwithstanding any other provision of this Agreement, ~~Whenever~~ illness or other incapacity of the grievant prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the grievant can be present. When such grievance meetings and conferences are held during school hours all employees whose presence is required shall be excused, with pay, for that purpose.



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ARTICLE IV: GRIEVANCE PROCEDURE

F. Notwithstanding any other provision of this Agreement, ~~W~~ whenever illness or other incapacity of the management representative involved prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the management representative involved can be present.

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#### ARTICLE IV: GRIEVANCE PROCEDURE

~~J. The failure of the grievant to proceed from one step of the grievance procedure to the next step within the time limits as set forth herein, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance, unless mutually agreed otherwise.~~

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#### ARTICLE IV: GRIEVANCE PROCEDURE

~~M. Any alleged grievance occurring during the period between the termination date of the Master Agreement and the effective date of a new Agreement shall not be subject to the grievance procedure. Any grievance which arises prior to the effective date of this Agreement shall not be processed.~~

#### ARTICLE IV: GRIEVANCE PROCEDURE

N. In the event the alleged grievance involves an administrative order, or requirement, the grievant shall fulfill or carry out such order or requirements, pending the final decision of the grievance.

Powers of the Arbitrator: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after the hearing, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. ~~The arbitrator shall have no power to arbitrate any matter expressly or by implication excluded from arbitration by this Agreement. He shall have no power to rule on any of the following:~~
  - a. ~~Failure to re-employ any probationary employee or employees.~~
  - b. ~~The placing of a probationary employee or employees on additional probation, in accordance with Florida Statutes 231.351.~~
2. ~~He-The arbitrator shall have no power to change any practice, policy, or rule, or language of this contract; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.~~
3. ~~If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until he has issued his findings on the question of arbitrability. All claims for back wages shall be limited to the amount of wages that employee or employees would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.~~
4. ~~The decision of the arbitrator on any arbitrable issue shall be supported by substantial evidence on the record as a whole and shall be final and binding on the employee, School Board, and Association.~~

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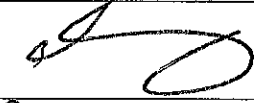

#### ARTICLE IV: GRIEVANCE PROCEDURE

O. An ESP who has been suspended, demoted, or dismissed by the Board from a position and who has attained status by serving the required probationary period, shall have the right to appeal such disciplinary action through this grievance process ~~or to the Civil Service Board, but not both.~~ Within ~~(10) days after the charges are filed with the Civil Service Board, or 10 days after the date that the notice of such disciplinary action is served upon the ESP, whichever is later,~~ the ESP may file an appeal with the Civil Service Board

# Attendance Sheet

## SRPE and Santa Rosa County School Board Bargaining

September 13, 2017

For SRPE	For Santa Rosa County School Board
L. W. M. 	Pranesh Kuyk
Marie L. Bodi	P. Rein
Rhonda Charver	J. Skell
Daryl Davis	 David A. Gunter CN
Janelle Stuckland	Shirley L. Oates
Ruth A. Blackman	

**SRCSD and SRPE Negotiations Sessions  
Ground Rules for 2017-2018**

Each party should review and initial the ground rules they are willing to agree to for the 2017-2018 negotiating sessions.

- All proposals exchanged by the parties shall be in writing, shall be dated and shall indicate the party making the proposal. **TAed 9/6/17**
- The parties will alternate who opens items each session. The opening party has the option to defer when it is their turn.
- Both parties agree to bring their calendars to negotiation meetings to facilitate scheduling subsequent sessions. **TAed 9/6/17**
- The duration for each scheduled negotiating session will be set for 2 to 3 hours in length. **TAed 9/6/17**
- Either party can call a caucus at any time; however if a caucus is to last more than 30 minutes the other party will be notified of such. **TAed 9/6/17**
- Time for each negotiating session will be equally distributed between both parties during each scheduled session. **TAed 9/6/17**
- If a bargaining session needs to be cancelled, the cancelling party will attempt to contact the other party as soon as possible about the need to cancel. **TAed 9/6/17**
- Each party will bring 6 copies of its proposals to distribute to the other party. Copies of all reference materials used to substantiate a party's proposals shall be provided to the other party at the bargaining session. (combined item) **TAed 9/6/17**
- All tentative agreements reached shall be initialed at the table during the session in which they are agreed to and the date of the tentative agreements shall be noted on the agreements.
- There shall be one primary spokesperson for each side, and all questions shall be directed to the spokesperson. **TAed 9/6/17**
- Non-economic subject matters will be discussed prior to economic issues. **TAed 9/6/17**
- Each party is responsible for keeping their own minutes. **TAed 9/6/17**
- If either side requests information, the chief negotiator for each side will work to insure the information is transferred to the requesting party at least three (3) days prior to the next scheduled meeting.

1 **Article III**

2 **BOARD RIGHTS**

3  
4 A. The Board on its own behalf and on behalf of the electors of Santa Rosa County School  
5 District, hereby, retains and reserves unto itself, except as specifically stated by this Agreement,  
6 all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the  
7 school code and the laws and the Constitution of the State of Florida and/or the United States.  
8 Such rights and duties shall include, by way of illustration and not by way of limitation, the right  
9 to:

10 1. Manage and control its business, its equipment, its facilities, and its operations  
11 and to select and direct all employees and all affairs of the local school district.

12 2. ~~Continue its right to adopt policies, and practice of assignment and direction of~~  
13 ~~its personnel, the right to hire, evaluate, promote, suspend, discharge, transfer, lay-off, and~~  
14 ~~assign work or duties to employees.~~ Adopt policies; assign, reassign and direct its personnel;  
15 and, hire, evaluate, promote, reprimand, suspend, discharge, transfer, lay off, and assign work  
16 or duties to employees.

17 ...

18 4. Establish courses of instruction and in-service training programs for employees  
19 and to require attendance at any or all workshops and/or conferences by employees ~~during the~~  
20 ~~normal workday.~~



**ARTICLE VII**

**WORKING HOURS**

**I. Teachers**

...

C. Attendance at Meetings:

1. Teachers may leave school early to attend professional meetings called by the Superintendent or with his/her approval from the Principal.

1 **ARTICLE VII**

2 **WORKING HOURS**

3  
4 **II. Educational Support Professionals**

5 ...  
6 A. Work Hours Defined:

7 ...  
8 2. Non-exempt ESPs are those defined by FLSA.  
9 ...

10 ~~d. Except for regular compensatory leave used during the work week in which it was~~  
11 ~~earned, all approved leave of absences with pay and holidays that are granted as special~~  
12 ~~compensatory leave earned for working on a holiday, shall be counted as time worked during a~~  
13 ~~work week. When actual hours worked plus such leave time used exceed the established~~  
14 ~~workweek, the ESP shall be given regular compensatory time for those hours as authorized by~~  
15 ~~the site administrator within guidelines of FLSA.~~

1 **ARTICLE VII**

2 **WORKING HOURS**

3  
4 **II. Educational Support Professionals**

5 ...  
6 B. Overtime

7  
8 1. Non-exempt ESPs.

9 ...  
10 c. Overtime shall be recognized by granting the ESP compensatory leave credits on an  
11 hour for hour basis. When hours are physically worked over the established workweek or work  
12 period, or when an ESP works on a holiday, compensatory credit will be earned at a ratio of one  
13 and one half hours for each hour worked. Compensatory hours accrued will be limited to 40  
14 hours and must be used before any other form of leave. Any ESP that is required to be on  
15 standby duty shall be allowed to earn compensatory leave credits for hours of required standby  
16 duty.

17 2. Exempt ESPs.

18 ...  
19 ~~b. Overtime shall be recognized by granting the ESP compensatory leave credits on an~~  
20 ~~hour for hour basis for each hour of overtime worked. Any ESP that is required to be on~~  
21 ~~standby duty shall be allowed to accumulate regular compensatory leave credits for hours of~~  
22 ~~required standby duty.~~

23 c. Due to unusual operational needs, the Board may approve a variation in the holiday  
24 schedule for ESPs.

25 ...  
26 ~~b. If the holiday falls on the ESPs' regular workday and the ESP is required to work,~~  
27 ~~the ESP shall be credited with special compensatory leave at a ratio of one and one-half~~  
28 ~~hours for each hour worked.~~

29  
30 ~~c. If the holiday falls on the ESPs' regular day off and the ESP is required to work,~~  
31 ~~the ESP shall be credited with special compensatory leave at a ratio of one and one-half~~  
32 ~~hours for each hour worked.~~

*T. Aed Q. Ag*

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**ARTICLE VII**  
**WORKING HOURS**

**I. Teachers**

...

C. Attendance at Meetings:

1. Teachers may leave school early to attend professional meetings called by the Superintendent or with his/her approval from the Principal.

*of designee*

*RAQ*  
*T. A.*