

Negotiations Meeting

September 13, 2017

SRCS D Minutes

SRCS D present: David Gunter (CN), Sharon Patrick, Brandon Koger, BJ Price, Stephen Shell, David Godwin, SRPE present: Tamara Strickland, Rhonda Chavers (CN), Marie Bodi, Ruth Blackman, Landra McCrary

Mr. Gunter calls to order at 4:10 pm.

David Gunter referred to ground rules approved by both parties is Session 1. Based on the agreed ground rules it was SRPE's session to begin presentations.

SRPE Presentation by Rhonda Chavers:

SRPE Responds to District Proposals Presented on September 6, 2017.

Proposal 1, Article I—Rejected

- No changes are needed per SRPE. This article has been sufficient for a long period. SRCS D can contact PERC if desired.

Proposal 2, Article II--Association and Employee Rights, Section E—Rejected

- SRPE rejects to removing language. Not all members have Facebook or websites. Bulletin Boards are a means of communications with full bargaining unit and not just members.

Proposal 3, Article II--Association and Employee Rights, Section G—Rejected

- SRPE rejects removing this language since it helps employees know their rights.

Proposal 4, Article II, Association and Employee Rights, Section Q—revise and represent

- SRPE agrees to strike "*representative*" and add "*designee*". SRPE opposes removing the bargaining right to choose a representative. SRPE will review and come up with a solution to the language. The District can alter and present new language: to include "*building representative*" or "*designee in order to promote a timely resolution or re-scheduling*".

Proposal 5, Article V—Working Conditions, Section I—Rejected

- SRPE rejects removing this language. Meetings should not exceed 1 hour in length. Union representatives have the right to communicate at these meetings with all bargaining unit members.

Proposal 6, Article V—Working Conditions, Section K—Review and represent

- Since the principal is responsible for the school funds, SRPE may consider removing this language. SRPE requests a link to the manual.

Proposal 7, Article V—Working Conditions, Section L—Tentatively agreed and signed by CNs

- SRPE tentatively agrees (TA).

Proposal 8, Article V—Working Conditions, Section M—SRPE to counter

- SRPE will present alternate language section M at a later date.

Proposal 9, Article V—Working Conditions, Section X—Tentatively agreed with revision

- SRPE agrees to change the terms to reflect the Board’s online management system. David Gunter is to revise this language and propose revisions at the next meeting. SRPE tentatively agreed (TA).

SRPE’s Proposals to the District

SRPE has a total of 76 language items to present for changes. Thirteen items were presented on September 13, 2017. SRCSD notified it would take all under consideration and respond at the next session.

Article II--Association and Employee Rights

- Section A. Add last sentence.
- Section B. Add last two sentences
- Section E. Remove “*the*” and add “*an*”; remove “*may have*” and add “*has*”.

Article IV—Grievance Procedure

- Section B. For clarification add “*Definition*”, “*individual*”, “*employer and*” and last sentence.
 - 1. Add “*individual*”, “*group*”
- Section C. Add: “*Procedure*”, “*individual*”, strike “*a group of*”, strike “*whenever the grievance applies to more than one building and a group of employees with a ... have requested such action*”. Add “*regarding any individual or*”.
 - Paragraph 2: Add “*individual*”, “*a*”, strike “*only*”, add “*solely*”
 - Paragraph 3: Strike “*shall*”, add “*may*”
 - Step Three: Strike “*Scheduling a hearing before the Board will be in compliance with applicable Board policies.*”
 - For a timeline add “*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: Add “*Step Three*”.
- Section E. Add: “*Notwithstanding any other provision of this Agreement*”, correct “*W*”.

- Section F. Add: *“Notwithstanding any other provision of this Agreement, correct “W”.*
- Section J. Strike section J.
- Section M. Strike section M.
- Section N.
 - 1. Add *“The arbitrator shall have no power to arbitrate any matter expressly or by implication excluded from arbitration by this Agreement.”* Strike *“He shall have no power to rule on any of the following:”*
 - Strike section a.
 - Strike *“The placing of a probationary employee or employees on additional probation, in accordance with Florida Statutes 231.351.”*
 - 2. Strike *“He”*, Add *“The arbitrator”*, strike *“or”*, add *“or language”*, strike *“it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.”*
 - Add *“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.”* Strike *“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.”*
 - Add *“The decision of the arbitrator on any arbitrable issue shall be supported by substantial evidence on the records as a whole and shall be final ad binding on the employee, School Board, and Association.”*
- Section O. Strike *“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”*. SRPE will waive access to Civil Service for a grievance matter.

David Gunter stated he would present the requests and would attempt to respond to all but noted it may take longer than 4/5 days to research some of the items. SRPE acknowledged the understands the possible extended time for research.

Rhonda Chavers restated SRPE’s concern from the first session that new hires could be making more money than what existing employees could be making based on the negotiated 16-17 placement schedule.

David Gunter clarified and reaffirmed with Chavers that addressing this possible issue is SRPE’s highest priority and Chaver’s response was yes. Rhonda Chavers stated that SPRE was still in need of salary calculations from the district in order for SRPE to be able to work on their potential salary proposal.

Rhonda Chavers asks about the pay increases. SRCSD referenced the email sent out by Susan McCole at 4:02 PM.

David Godwin asks for a definition of “new money”. David Gunter answers it is from the Senate Appropriations Report and states he will bring the report and show the exact amount referenced to the next session.

District Presentation by David Gunter

David Gunter presented updated revisions for ground rules which were tentatively accepted (TA) as of 9/6/17. Both parties discussed a couple of final revisions to represent by SRCSD at the next session.

Proposal 10, Article III—Board Rights, Section A

- 1. Add “*select and*”
- 2. Strike lines 12-13 and part of 14. Add part of line 14 and lines 15-16.
- 4. Strike “*during the normal workday*”.
 - SRPE does not agree because they feel it could infringe upon the personal time of employees.
 - David Gunter clarified that SRCSD has no intentions to infringe on employees personal time. Gunter noted that the term “normal workday” is used in Fair Labor Standards Act (FLSA) to refer to compensatory time. SRCSD’s request to strike is to remove language from the contract that is not clear and conflicts with federal law.

Proposal 11, Article VII—Working Hours, Section I C—Tentatively agreed and signed by CN’s

- Add “*designee*” instead of “*Principal*”
- Tentatively agreed (TA)

Proposal 12, Article VII—Working Hours, II A

- The District is proposing to delete section d.
 - Rhonda Chavers explains that this section was created for the School Board not to pay time and one-half. SRPE will review it.
 - David Gunter stated this is another issue where language from the contract possibly conflicts with federal law. FLSA provides the requirements for compensatory time and SRCSD complies with FLSA. Gunter also noted that the Master Contract could not circumvent federal or state law.

Proposal 13, Article VII—Working Hours, II B

- 1c. Add “*Compensatory hours accrued will be limited to 40 hours and must be used before any other of form of leave.*” Strike “*Any ESP that is required to be on standby duty shall be allowed to earn compensatory leave credits for hours of require standby duty.*”
- 2b. Strike
- 2c. Strike 2cb and 2cc.

David Gunter notified SRPE he had met with the School Board and the Board is aware of the potential issue with new hires possibly placed at a salary higher than existing employees. Gunter again confirmed with Chavers that this is the biggest priority for the union. Chavers acknowledged it is SRPE’s highest priority. Gunter stated that the District would like to see specific examples if SRPE had them. Rhonda Chavers noted SRPE will request a salary report.

David Gunter informed SRPE the Superintendent will discuss the salary placement issue with the Board and will try to address the problem possibly with a singular salary schedule to address both Grandfathered employees and annual contract employees along with possible language changes. The District would like to merge and solve the problem of different salary schedules.

David Gunter again emphasized the desire of the Board and Superintendent is to have negotiations complete by November and get money in the hands of employees as soon as possible.

Gunter requested that the parties meet again the following week. Chavers and SRPE stated they were not available again until the following week. Gunter recommended scheduling two sessions ahead of time due to the delay. Gunter proposed 9/25 and 9/27 both of which were agreed to by the parties.

Next sessions scheduled with be:

September 25, 2017	4PM--6PM	Canal Street Board Room
September 27, 2017	4PM--6PM	Canal Street Board Room

Meeting was adjourned at 5:40.