

SRCSD and SRPE Negotiations Meeting

September 25, 2017

SRCSD Minutes

SRCSD present: David Gunter (CN), Sharon Patrick, Brandon Koger, BJ Price, Stephen Shell

SRPE present: David Godwin, Tamara Strickland, Rhonda Chavers, Marie Bodi, Ruth Blackman, Landra McCrary

Mr. Gunter calls the session to order at 4:05 pm.

Based on the agreed to alternating session ground rule, the District began the session.

David Gunter distributed materials relating to the SRCSD response and proposals along with some items "Tentatively Agreed" (TA) on 9/6/17 and responses to SRPE's proposals on 9/13/17. (see attached artifacts)

SRCSD Responses to SRPE's Proposals on 9/13/17:

First page is a cleanup for the last item on ground rules. The change is agreeable. SRCSD will move to get it documented and recorded.

Article II--Association and Employee Rights

- Section A. Add last sentence.

Page 1--SRCSD rejected due to management rights and/or covered by federal and state laws.

- Section B. Add last two sentences.

Page 2--SRCSD rejected due to being covered by federal and state laws which cannot be negotiated or grieved.

- Section E. Remove "*the*" and add "*an*"; remove "*may have*" and add "*has*".

Page 3--SRCSD rejected—leave as is.

Article IV—Grievance Procedure

- Section B. For clarification add "*Definition*", "*individual*", "*employer and*" and last sentence.

- 1. Add "*individual*", "*group*".

Page 4--SRCSD rejected—leave as is.

- 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*", "*d*", strike "*only*", add "*solely*".
 - Paragraph 3: Strike "*shall*", add "*may*".

Page 5--SRCSD rejected—leave as is.

- 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*".

Page 6 & 7--SRCSD will propose an alternative version for pages 6 & 7.

- Section E. Add: "*Notwithstanding any other provision of this Agreement*", correct "*W*".

Page 8--SRCSD tentatively agrees (TA) and will accept in the final version. SRPE needs to return final form for TA.

- Section F. Add "*Notwithstanding any other provision of this Agreement*, correct "*W*".

Page 9--SRCSD tentatively agrees (TA). SRPE needs to return final form for TA.

- Section J. Strike section J.

Page 10—SRCSD rejected—leave as is.

- Section M. Strike section M.

Page 11—SRCSD rejected—leave as is no prior issue. A new Master Contract should be negotiated in a timely fashion to avoid this issue in the future. By not ratifying the Master Contract for 2016-2017 and allowing the prior Master Contract to expire on August 10, 2017, SRPE lost of the ability to grieve contract issues due to the fact there is no current Master Contract in place. The Association has also forfeited the ability for a grievance to be processed before the effective date of a new agreement is in place. This language has remained in the contract with no prior issues.

- 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 and binding on the employee, School Board, and Association."

Page 12—SRCSD rejected—SRCSD will propose an alternative.

- 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.

Page 13—SRCSD rejected--leave as is. This is covered by federal and state laws which cannot be negotiated or grieved. The Florida Civil Service is still in force. Rhonda Chavers requests that the law be located and cited.

SRCSD Proposals Presentation by David Gunter:

Proposal 14—The proposal will be addressed after a caucus.

Proposal 15, Article IV--Grievance Procedure

- Step Three
 - Strike "six (6)"; add "seven (7) working".
- Step Four
 - Strike "at the request of the Association"; add "on behalf of the Union, solely by request of the Association".
 - Strike "six (6)"; add "seven (7) working".
 - Strike "five (5)".

This proposal represents a variation in language in the number of days and shortens the overall time it will take for the procedure to be and lead to faster resolution of issues. The District also wishes to propose consistency in the "working days" language for throughout the article.

Rhonda Chavers states the provision defines "working days", but will take under consideration. David Godwin asks if the change is for clarity and states that it is being redundant for clarity.

Proposal 16, Article IV--Grievance Procedure

- Section D
 - Strike "*meet*"; add "*promptly schedule a hearing*".
 - Strike "*The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed in Step One, Step Two, and Step Three to the other party.*"
- Section E
 - Strike "*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.*"

Rhonda Chavers states SRPE will take it under consideration.

Proposal 17, Article IV--Grievance Procedure

- Section H—Strike full section.
- Section I—Add "which is filed before the expiration of the Agreement".

Rhonda Chavers states this is part of the law and SRPE will take it under consideration. Gunter agreed it is part of the law and that is why it does not need to be in the Master Contact due to the fact current laws cannot be grieved or negotiated.

Proposal 18, Article IV--Grievance Procedure

- Section N. 1.—Add section c: "*Evaluation scores for the current year or any prior year.*"

Rhonda Chavers states SRPE will take it under consideration.

Proposal 19, Article II—Association and Employee Rights

- Sections A & B.—Strike sections A & B since protections are covered by law.

Rhonda Chavers states the sections cover the rights of SRPE, but will take it under consideration.

Proposal 20, Article II—Association and Employee Rights

- Section C.—Delete section C.
- Section D.—Delete section D.

Rhonda Chavers states SRPE will take it under consideration.

Per David Godwin's request at the 9/13/17 meeting, David Gunter presented report slides from the FLDOE 2017-18 Florida Education Finance Program (FEFP) presentation comparing the 2016-17 Public School Funding Base Student Allocation to the current 2017-18 Base Student Allocation to answer the Mr. Godwin's question on 9/13/17, "What are you (SRCSB) considering as new monies?"

Mr. Godwin asks why the SRCSD is comparing the last calculation from last year to this year's first calculation. Mr. Gunter replied that they are not and the reference to a calculation period is strictly to establish the timeline in which the Base Student Allocation is set at the state level by the legislature.

Mr. Godwin states this is not how it was explained last year and he was told you can't use the first calculation from the previous year and compared it to the first calculation of another year but the District is now comparing the fourth calculation to the first calculation. Godwin also pointed out the budget is crafted from the first calculation.

David Gunter agreed with Mr. Godwin and clarified that the budget begins to be crafted using the first calculation. Mr. Gunter also responded to Mr. Godwin and reiterated the District is not comparing calculations from different years and the reference to a calculation period is strictly to establish the timeline in which the Base Student Allocation is set at the state level by the legislature. The budget presentation slides Mr. Gunter presented for SRCSD even documents that Base Student Allocation remains constant once set. Mr. Gunter also asked Mr. Godwin if he was aware the SRCSD is currently under projection for FTE and could be subjected to having funds withheld from the state which would impact the amount of money available for any increases in salary. Mr. Godwin acknowledged that he was aware. Mr. Gunter then emphasized that this is the exact reason the District cannot count on growth and why SRPE should not look at targeting growth money as available funds during negotiations.

Mr. Godwin asked why the seven period day was proposed and three million proposed with non-recurring revenue and is the District considering a seven period day based on non-recurring revenues?

Mr. Gunter stated he could not speak to the reason for the proposal.

Mr. Godwin asked why the District is using non-recurring money to go to a seven period day.

Mr. Gunter stated the Superintendent would have to answer the question and had already addressed it previously.

Mr. Godwin clarified Base Student Allocation stays the same but anything above it you can't count on.

Mr. Gunter confirmed Base Student Allocation stays the same and any funds above of increase for Base Student Allocation could not be counted on and some of those funds may have to be used to cover other expenses/increases like offsetting insurance increases.

Mr. Godwin continued the District is comparing last year's calculation to this year's first calculation and he does not understand why this is occurring.

David Gunter again clarified with Mr. Godwin that Mr. Godwin is referring to very separate issues and processes, which Godwin believed, had occurred in the past that was not the case. Gunter noted the fact remains it does not matter which calculation is referenced because once it is set by the legislature the Base Student Allocation remains constant as is evident on the documentation presented by SRCSD.

Caucus Session

Reconvene from Caucus Session

Proposal 14, Article IV--Grievance Procedure

- Step One
 - Strike "*fifteen(15)*"; add "*seven (7)*".
 - Strike "*six (6)*"; add "*seven (7) working*".
- Step Two
 - Strike "*six (6)*"; add "*seven (7) working*".
 - Add "*working*".
 - Strike "*six (6)*"; add "*seven (7) working*".

Rhonda Chavers states SRPE will take it under consideration, but is leaning towards rejecting it. Gunter reminded SRPE the intent of SRCSD is to get the language consistent and to revise the process so a quicker resolution can be reached for both sides benefit.

The SRCSD concludes their presentation.

SRPE Responses to District Proposal by Rhonda Chavers:

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. Add "*during the normal workday*".

SRPE tentatively agree (TA) for sections 1 & 2 because of rewording.

SRPE rejects crossing out *normal work day*, rejects the District ever requiring an employee to work outside of *normal work day*. Rejects crossing out last 4 words.

David Gunter reiterated that the District's desire to address this language is due to the fact that the term "normal workday" is used when referencing hourly employees who are eligible to receive compensatory time. Due to the fact that this language uses the term employees and all employees are referenced in the same category it is not accurate or appropriate to use the term "normal workday" this manner. Instructional employees are salaried and many are not eligible to earn compensatory time.

Proposal 11, Article VII—Working Hours, Section I C

- Add "*designee*" instead of "*Principal*".

SRPE tentatively agreed (TA).

Proposal 12, Article VII—Working Hours, II A

- Section d.—Delete entire section.

SRPE rejects. Typical work week is 37.5 hour for a majority of employees. There are fewer employees with 8 hour work days.

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 required standby duty.*”
- 2b. Strike.
- 2c. Strike 2cb and 2cc.

SRPE rejects 1c. ; rejects 2b, taking away the right for comp time; rejects 2c.

SRPE’s Proposals to the SRCSD:

Article V: Working Conditions

- Section B.
 - Strike “*will strive*”; add “*shall*”.
 - Add “*The Board shall upon request of the Association provide information sufficient to demonstrate any claimed unavailability of funds for this purpose.*”

SRCSD will take under consideration.

Article V: Working Conditions

- Section C1b.—Strike “*immediately preceding or succeeding the regular workday*”.

SRCSD will take under consideration.

Article V: Working Conditions

- Section D.—Strike “*If the employees feel a need for additional facilities, then a telephone pay station may be requested from the telephone company.*”

SRCSD tentatively agrees (TA).

Article V: Working Conditions

- Section E.—Add “*The Board shall upon request of the Association provide information sufficient to demonstrate any claimed unavailability of funds.*”

SRCSD will take under consideration.

Article V: Working Conditions

- Section M.—Add “*The Board shall upon request of the Association provide information sufficient to demonstrate any claimed unavailability of funds for this purpose.*”

SRCSO will take under consideration.

Article V: Working Conditions

- Section N.--Add "*The Board shall upon request of the Association provide information sufficient to demonstrate any claimed unavailability of funds for this purpose.*"

SRCSO will take under consideration.

Article V: Working Conditions

- Section O.--Add "*The Board shall upon request of the Association provide information sufficient to demonstrate any claimed unavailability of funds for this purpose.*"

SRCSO will take under consideration.

Article V: Working Conditions

- Section Q.--Add "*The Board shall upon request of the Association provide information sufficient to demonstrate any claimed unavailability of funds for this purpose.*"

SRCSO will take under consideration.

Article V: Working Conditions

- Section X.
 - Strike "*The Substitute Employee Management System (SEMS)*"; add "*any electronic educator coverage system.*"
 - Strike "*SEMS*"; add "*designated system.*" in both places of the section.

SRCSO tentatively agrees (TA).

Article V: Working Conditions

- Section Y.
 - Strike "*The Substitute Employee Management System (SEMS)*"; add "*any electronic educator coverage system.*"
 - Strike "*SEMS*"; add "*designated system.*" in both places of the section.
 - Strike "*This will be phased in during the 2006-2007 school year if possible.*"

SRCSO tentatively agrees (TA).

Article V: Working Conditions

- Section Z.—Add "*During pre-planning and post-planning, at least one half (1/2) of the work time shall be reserved for use by the teacher for activities and job responsibilities such as, but not limited to, class planning and preparation, required paperwork, parent conferences, team planning, and record keeping. The principal shall have the discretion to require attendance at faculty meetings, department meetings, grade level meetings, inservice meetings, etc., during the balance of the work time during pre-planning,*

however during post-planning said activities shall not exceed two hours in any year when two post-planning days are scheduled or one hour in those years when only one day of post-planning is scheduled.

SRCSO will take under consideration.

Article V: Working Conditions

- Section BB., Paragraph 2—Strike “*three (3)*”; add “*two (2)*” in both places of the paragraph.
- Section BB., Last paragraph –Add “*In the event that an employee teaches in more than two (2) certification areas, or exceeds two (2) daily preparations in middle and secondary schools, they shall receive a salary supplement equal to one hour of pay at their hourly rate based on the 7 ½ hour work day.*”

SRCSO will take under consideration.

Article V: Working Conditions

- Section CC.—Strike “*Allow administration*”; add “*Administration is allowed*”.

SRCSO tentatively agrees (TA).

Article V: Working Conditions

- Section DD.—Move this section to Article XIV: Employee Evaluation, Section G.

SRCSO will take under consideration to move to Employee Evaluation section.

The scheduled meeting for 9/27 was cancelled by SRPE with Rhonda Chavers stating that the association did not see the need to return to the table until the District provided previously requested information. Rhonda Chavers wants the salary report information requested on August 27. She indicated it has been three months since the request was made. She states SRPE will not meet again until SRPE receives the costing report to include the number of people affected. David Gunter reminded Chavers and SRPE that responses the referenced public records request had been returned and notice was given that the information SRPE was requesting either does not exist in the form that was requested or has not been created. David Gunter offered several possible dates to meet and continue addressing language items. Chavers stated SRPE will work to set a date once the requested information is received. Mr. Gunter stated he will work with SRPE to identify other reports or data that exists that could provide SRPE with the information requested. Gunter stated that the information might exist and need to be pulled from a combination of reports in order to address what SRPE is requesting.

The meeting was adjourned at 5:11 PM.