

Initial Proposal
Santa Rosa Education Association
April 12, 2018

**** As the parties work to negotiate a new contract for Educational Support Employees in Santa Rosa Counties, proposed articles should not be considered final until all articles are completed and tentatively agreed upon to ensure important issues are not omitted.*

ARTICLE I
GENERAL PROVISIONS

I.1 PREAMBLE

The Parties to this agreement, the Santa Rosa County School Board (hereinafter referred to as the "Board") and the Santa Rosa Education Association (hereinafter referred to as the "Association") are committed to the process of negotiations and collaborative resolution of issues and problems. It is the intent of the parties to establish reasonable, fair and equitable conditions of employment and problem resolution strategies through this Collective Bargaining Agreement.

I.2 RECOGNITION

The Santa Rosa County School Board recognizes the Santa Rosa Education Association, FEA, NEA, AFT (PERC Order Number EL-2017-017, Certificate number 1923 dated December 4, 2017) as the sole and exclusive bargaining representative of all employees of the school district recognized under PERC case No EL-2017-017, Certificate number 1923.

The term "employee" when used hereinafter in this Agreement shall refer to any member of the bargaining unit.

Any new position of employment created during the life of this Agreement will be added to the unit providing it is similar to any position of employment heretofore recognized. The District shall notify the Association of any new positions not covered under other PERC recognized bargaining agent. The parties shall then discuss the applicability of this section to determine if such position should be included in the bargaining unit.

No position shall be eliminated from the bargaining unit without written agreement of both parties.

I.3 DURATION

This Agreement shall be effective _____ and shall continue in effect through _____. The parties shall meet annually to negotiate wages and benefits.

The Parties may mutually agree to open individual articles of this agreement as needed.

Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of Memorandum(s) of Understanding signed by the Bargaining Chair and Business Agent and by the Superintendent or his/her designee, subject to approval according the Parties internal procedures. The provisions of this agreement shall extend automatically until a successor agreement has been ratified by both parties.

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I.4 NON-DISCRIMINATION

- A. The parties agree not to interfere with, restrain, or coerce employees in the exercise of any rights guaranteed through applicable statutes including Chapter 447 of the Florida Statutes or this Collective Bargaining Agreement
- B. The Santa Rosa County School Board agrees that it will abide by all applicable State of Florida and Federal laws, and the Florida and United States Constitutions' provisions prohibiting discrimination, including controlling and final Judicial interpretations.
- C. All terms and conditions of employment shall be applied equitably among all bargaining unit members at each worksite, in compliance with this Agreement.
- D. An employee shall report a complaint of discrimination or harassment to the appropriate administrator; the District's Equal Employment Officer, the Director of Human Resources Services or the Assistant Superintendent of Human Resource Services. The district shall immediately investigate reports of alleged unlawful discrimination, harassment and/or bullying and shall attempt to resolve in as timely a manner as possible. Within five (5) work days following receipt of a complaint, the District shall acknowledge receipt of the allegations in writing to the employee filing the complaint.

I.5 RETROACTIVITY

Unless otherwise noted herein, all benefits and wages shall be effective retroactive to July 1 or the first work day of the appropriate fiscal year if July 1 falls on a Saturday, Sunday or holiday.

I.6 SEVERABILITY

- A. Should any provision of the Agreement be declared illegal by a court of competent jurisdiction, or as a result of state and federal legislation, said provision shall, to the extent that it violates the law, be automatically modified by mutual agreement of the parties, in a written and signed agreement. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted or amended provisions.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of the Agreement.