

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 II
EMPLOYEE RIGHTS

II.1 Personal Rights

- A. 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.
- B. The provisions of this Agreement shall be applied without regard to race, creed, religion, national origin, disability, gender, sexual orientation or marital status.
- C. Employees in this bargaining unit are valuable partners in the School District and as such shall be treated with respect and dignity. No derogatory comments shall be made to any employee in the presence of other District employees, students, parents, or other visitors.
- D. Any member of the Association or applicant for membership in the AssociationAny member of the Association or applicant for membership in the Association who is employed by the Boardwho is employed by the Board may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect unless revoked in writing giving thirty (30) days written notice to the School Board and a copy to the Association. Pursuant to such authorization, the Board shall deduct such sum as authorized in twelve equal monthly payments from the Association member's regular salary check beginning with the salary check received by the Association member in the month following the date of authorization. The deductions shall be remitted not less frequently than monthly to the Association.
- E. The Association shall be provided one payroll deduction slot in order to allow their members access to Association sponsored benefit programs.

- F. No employee shall be prevented from wearing pins or buttons which identify membership in the Association or its affiliates.
- G. The private and personal life of any employee, including additional employment are not within the appropriate concern or attention of the Board, provided that these activities do not interfere with the performance of an employee executing their duties as an employee of the Board.
- H. Time lost due to court appearances or meetings at the Board request shall result in no loss of pay or benefits.
- I. Each employee shall have the right to review and reproduce the contents of his/her personnel file or may authorize in writing the Union staff or President to review his/her file.
- J. All members of the Bargaining Unit shall be allowed to attend any extra-curricular event, hosted by a Santa Rosa school, at no cost to the employee. The exception shall be events whose admission policies are governed by the appropriate state body.

II.2 Assault and/or Battery

- A. Any case of assault and /or battery upon an employee occurring in the course of the employee's performance of his/her duty shall be promptly reported to the appropriate administrator. Time lost due to recuperation, as verified by a physician, shall result in no loss of pay, time or benefits by the Board.
- B. The Board shall advise the employee of his/her specific rights with respect to such assault and/or battery and shall advise and assist the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Except in the case of damage due to employee negligence, the Board shall repair or reimburse an employee the current value of any clothing or other personal property damaged or destroyed during the legal performance of his/her assigned duties.

II.3 Discipline

Discipline shall be defined as any action designed to correct behavior or bring about desired performance improvement.

- A. APPROPRIATE DISCIPLINARY PROCEDURES

- 1) Discipline of any type shall be administered only by the appropriate supervisor or administrator.
- 2) All discipline shall be progressive, fair and only for just cause.
- 3) Prior to any action to discipline an employee, the appropriate administrator and/or supervisor shall discuss the nature of the situation and suggest remedies to alleviate the problem.
- 4) Only records for the most recent two (2) years of employment may be used for general disciplinary reasons.
- 5) When an employee is having difficulty doing his/her job or in his/her attendance at work, or is violating School Board policy or the Master Contract, the following steps shall be taken:

Step I – Formal Counseling Session:

The appropriate administrator or supervisor shall hold a counseling session with the employee and attempt to help the employee overcome his/her difficulties. A copy of any record of this counseling session shall be retained by the administrator or supervisor and a copy given to the employee.

Step II - Consideration of Disciplinary Action:

- a. Should the issue not be resolved through the counseling process, prior to further disciplinary action, the appropriate administrator and/or supervisor of the employee shall provide written notice to the employee of the nature of the complaint and all pertinent information giving an accurate accounting of the offense or problem and the time and the date of the offense and allow the employee time to secure appropriate representation. A conference shall be scheduled to discuss the disciplinary action being considered. A copy of such notice shall be provided to the employee at least one full work day prior to discussing any consideration of disciplinary action. The employee shall have the right to have a Union representative attend the conference. It shall be the responsibility of the employee to secure appropriate representation.
- b. During the course of the conference for consideration of disciplinary action, the District may determine that a counseling session is warranted rather than further disciplinary action.

Step III - Disciplinary Action Meeting

- a. The appropriate administrator and/or supervisor shall notify the employee in writing at least 24 hours in advance of the date and time that any Disciplinary Action Meeting shall take place. The purpose of the meeting will be for the administrator to present the employee with notice of the disciplinary action to be implemented. At the time of written notice, the employee shall have been provided a copy of the written notice containing information and an accurate accounting of the offense. Said notice shall also inform the employee that he/she has a right to have a Union representative present when the disciplinary action is given, and that it is the responsibility of the employee to secure this representation.
- b. If the employee fails to attend the meeting, outlined above in paragraph a., the Notice of Disciplinary Action may be provided by delivery in person or certified mail (return receipt requested) to the employee.
- c. It shall be the responsibility of the appropriate management authority to make sure that all information is accurate.
- e. It shall be the prerogative of the employee to divulge any information to the Union.

B. EMPLOYEE RIGHTS IN DISCIPLINARY ACTION

- 1) Whenever possible, critical counseling shall be conducted in a manner and in a location that will maintain professional courtesy and avoid undue embarrassment to the members of the bargaining unit. All formal disciplinary meetings shall be conducted in privacy.
- 2) Any employee who is ordered to appear before their administrator for discipline shall have the right to be represented by a Union Representative. An employee will not be disciplined or discharged, nor will entries be made against his/her record, without just cause. In each case where disciplinary action is taken, the employee will be given a complete written statement of the precise charges against him/her and the disciplinary action to be taken. Such written statement will be furnished to the employee in person, or by certified mail, return receipt requested, prior to the commencement of such discipline.
- 3) All personnel records kept by the Board on an employee shall be available for the employee's inspection. All records on an employee which are kept at various work sites shall be made available for inspection, upon reasonable notice to the custodian of the records. The employee shall receive a copy of any change made in any personnel file within five (5) days of

said change.

- 4) Union members shall have the right to Union representation in any meeting in which disciplinary actions are anticipated or may take place. If any meeting develops to a point that discipline is indicated, the employee shall be so notified and may then seek appropriate representation. If a meeting involves discipline or the employee believes there is a potential thereof, the employee shall have the right to request a Union representative at any time during said meeting.
- 5) No material related to a potential disciplinary action may be placed in an employee's personnel file until all investigations, conferences and any appeals (including grievance) have been completed. Notations for the record of verbal, oral or written reprimands at the school/work site level shall be removed and/or destroyed after a period of 3 years if no similar incidents occur within that period.
- 6) Employees shall be provided, and may be requested, to initial a copy of any material which is to be placed in any personnel file. Refusal to initial shall be indicated by the supervisor and dated. Material that has not been made known to the employee shall not be admissible in any action against an employee. Any material found to be inaccurate, unfounded, inappropriate or from an anonymous source or any records of any discipline found through grievance, legal proceeding or Board action to be unfounded, shall not be included in any employee personnel file.
- 7) If a member of the Association is to be part of an investigatory interview with administration, the Association member has the right to decline participation until their choice of Association representative is present at the meeting. Until this representative arrives, the Association member may choose not to participate in the meeting. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

C. COMPLAINTS

- 1) When the School District receives a complaint about an employee that may involve discipline, the District shall notify the employee of the nature and source of the complaint.
- 2) No action may be taken against an employee based on anonymous complaints, information or documents. The employee shall be notified that an anonymous

complaint has been received, but no further action may be taken. No record of this complaint may be placed in any personnel file.

- 3) No action shall be taken against a bargaining unit employee on the basis of a complaint by parents, students or other individual unless the incident is investigated and verified by the District.

II.4 Political Freedom

- A. All employees shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida.
- B. The right of employees, when not actively engaged in their employment, to work and to vote for the party and candidates of their choice shall not be questioned, abridged, or denied.