

Trenton, Florida
March 27, 1979

PUBLIC HEARING

The Gilchrist County School Board met at 7:00 o'clock p.m. in the County Court House to continue a Public Hearing which was recessed after the evening session on March 20, 1979, with the following members present, to-wit:

Roy M. Wilson, Chairman
Vera D. Lindsey
Elvin Mathews
Clyde Townsend
Casey Carlisle

The purpose of the meeting was to deliberate and make a disposition after having heard the Negotiator for the School Board and the Negotiator for the Teacher Association explain their positions with respect to the Special Master's Report resulting from an impasse called by the Association.

Chairman Roy M. Wilson called the meeting to order after an invocation by Board Attorney W. O. Clifton.

Present for the Board were Superintendent Eli M. Read, Vocational Director Donald Hurst and Basic Education Coordinator Carl Williams.

Appearing later for the Teachers' Association was Phil Larson.

A number of teachers and the general public were present.

Chairman Roy M. Wilson read a letter from the Florida Senate Education Committee concurring in the interpretation of the Regulatory Reform Act of 1976.

THE FLORIDA SENATE
COMMITTEE ON EDUCATION
38 Senate Office Building
Tallahassee, Florida 32304
(904) 488-7609

Senator Kenneth H. MacKay, Jr., Chairman
Senator John T. Ware, Vice Chairman
Herman O. Myers, Staff Director

March 26, 1979

Mr. Eli M. Read
Superintendent
Gilchrist County Schools
Trenton, Florida 32693

Dear Mr. Read:

This letter is in response to our telephone conversation of March 26, 1979.

You are correct in your interpretation of the Regulatory Reform Act of 1976. As described in Section 11.61, Florida Statutes, there is an orderly and specific review process which must be complied with. Further, the required legislative committee review must culminate in a recommendation for continuation, modification, or repeal. The repeal cited as a note to sections to Chapter 231, Florida Statutes, means those sections are subject to the Regulatory Reform Act of 1976. Repeal is not automatic; it must be the result of committee action.

Unless changed by subsequent action of the Legislature, committee review of Chapter 231, Florida Statutes, will begin by July 1, 1981, and recommendations for continuation, modification, or repeal will be made no later than February 15, 1982. As yet, it has not been decided whether the House or Senate Education Committee will conduct the review.

Please contact us if you need additional information.

Sincerely,
/s/ Michael J. O'Farrell
Michael J. O'Farrell
Legislative Chief Analyst
MJO'F:LB

cc: Roy M. Wilson, Chairman
Gilchrist County School Board

Chairman Wilson also called attention to budget salary figures and estimated available funds. He also presented a working list of suggestions which he stated he had taken from the various proposals, recommendations and working papers previously used through the various stages, and made the following statement:

"This meeting has been called under School Law N. 447.403(D). All other steps to resolve this impasse have been taken. This section directs the Board, acting as the Legislative body, to take such action as it deems to be in the public interest, including the interest of the public employees involved.

I do not believe the Legislature expected the Board to write a complete contract but to resolve a few issues. I believe that it would serve the interest of all parties to adopt a short, concise contract. This school year will be nearly over before any contract could be ratified but it should provide the foundation for a two year contract.

The C.T.A., in its last proposal, did not ask for any raise in the 1978-79 year. I think that we should, at this time, devote some attention to a higher base salary and at the same time lengthen the experience factor. As you all know, the Legislature will now provide a budget for two years. As soon as money figures are known, I would suggest negotiations begin with emphasis on a new salary scale for the 1979-80 school year.

Attention should be given to the recommended work year in this settlement. As the year is so nearly gone, work days can not now be scheduled, but may be written in this contract as a guide for the 1979-80 school term. Paid holidays may be taken between adoption and last day of school. I have not attempted to write a contract but to offer this as a place to start. Any part or all parts can be discarded, added to, taken from or accepted. I believe that our obligation under the law of the State of Florida 447.403 (D) can be fulfilled by these recommendations."

Chairman Wilson's suggested working list was perused item by item by the Board with discussion affecting each one.

A motion was offered by Elvin Mathews to lift the grievance procedure from the old 1975-76 contract and write it into the disposition. The motion died for lack of a second.

A motion was offered by Casey Carlisle to use the Florida Mediation Service if grievance should proceed beyond the Board level and go to final and binding arbitration. From a list of three persons the Board and Association would each strike one with the remaining one to act as the Arbitrator. Clyde Townsend seconded the motion which was unanimously carried.

Motion by Clyde Townsend and second by Vera D. Lindsey that, in the grievance procedure of the Special Master's Report that in Item Four of Section Two under Article Ten only the first sentence be retained, reading "nothing herein contained shall be construed to limit the right of any teacher having a grievance to process it through all prescribed levels with or without intervention by the Association as the employee may elect". The motion carried unanimously.

The Board completed its deliberations and upon motion by Casey Carlisle and second by Clyde Townsend gave unanimous tentative adoption to the following disposition, including a recommendation by Superintendent Eli M. Read that the \$200.00 across the board and increases generated by raising the experience factor from fifteen to twenty years be retroactive to the beginning 1978-79 pay dates, and that the supplemental salary schedule become effective for the 1979-80 school term.

COLLECTIVE BARGAINING DOCUMENT
between
THE SCHOOL BOARD OF GILCHRIST COUNTY, FLORIDA
and
THE CLASSROOM TEACHERS' ASSOCIATION OF GILCHRIST COUNTY

TENTATIVELY Adopted March 27, 1979
To be considered for final approval/disposition by the
Board in regular session April 3, 1979

PREAMBLE

This Agreement, entered into this _____ day of _____ between the Gilchrist County School Board, Gilchrist County, Florida, hereinafter called the Board, and the Classroom Teachers' Association of Gilchrist County, hereinafter called the Association.

ARTICLE I RECOGNITION

Section 1. The Board recognizes the Association as the exclusive bargaining representative for the bargaining unit, which shall consist of all certified personnel recognized by the Public Employees' Relations Commission; Case Number 8H-RA-754-1078. The Board will not negotiate with any other teacher organization other than the Association during the length of this contract.

Section 2. The term Teacher when used in this Agreement shall refer to all persons within the recognized bargaining unit.

ARTICLE II MANAGEMENT RIGHTS

Section 1. The Board on its own behalf, and on behalf of the electors of the district, retains and reserves unto itself subject only to the language of this Agreement, all powers, rights, responsibilities, authority and duties conferred upon and vested in it by the laws of the State of Florida, State Board regulations, and Board policy; including the right to the executive, management and administrative control of the school system and its properties.

ARTICLE III ASSOCIATION RIGHTS

Section 1. The Board recognizes the right of employees to organize for the purpose of Collective Bargaining or refrain from organizing.

Section 2. The Association shall have the right of uniform membership assessments in the following manner:

- A. Any teacher eligible for membership in the Association may request Association assessments in equal monthly installments beginning in the month following the date of authorization;
- B. Upon written authorization from a teacher, the Board shall provide for the continuing deduction of uniform assessments for the Association. Such deductions shall be made in ten (10) equal installments beginning with the initial pay period in September. Teachers who authorize such deductions after September 1st shall have an amount deducted from their salary checks equal to the proportion between the remaining months in the contract year and the total annual Association assessments.
- C. Association assessments shall be made on the form provided below:

AUTHORIZATION TO DUES AND UNIFORM ASSESSMENTS

I, _____, a faculty member at _____, and an employee of the Gilchrist County School Board, by the execution of this authorization form authorize my employer, pursuant to Florida Statute 447.303, to deduct dues and uniform assessments which I am obligated to pay by reason of my membership in the Classroom Teachers' Association of Gilchrist County and remit such to the Association. This written authorization shall continue for as long as the Classroom Teachers' Association of Gilchrist County remains the certified bargaining unit or unless revoked by me upon thirty (30) days written notice tendered by me to the Board and the Classroom Teachers' Association of Gilchrist County.

- D. The Board shall remit to the Association each month the proceeds of payroll deductions for Association assessments plus a list of names of those from whom deductions were made.
- E. The Association shall remit to the Board by June 1 of each school year 50¢ per deductee.
- F. The authorization of assessment forms shall be forwarded to the Board by the Association.
- G. The Association agrees to save the Board harmless from any action or actions commenced by any employee against the Board, for any claim arising out of such

deduction, and the Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Association as provided. Errors made by the Board in the deduction and/or remittance of monies under this Agreement shall not be considered by the Association as a violation of this Agreement.

Section 3. The Association shall be permitted the use of the teacher mailboxes for the distribution of materials related to Association business with the approval of the building principal, provided that an Association member is responsible for the distribution of such items and such distribution does not interfere with normal school operations.

Section 4. The Association shall be permitted use of school buildings for meetings while not being used for school purposes. Details, including approval for use, shall be arranged with the principal. Charges are to be the same as to other groups.

Section 5. The Association may provide a bulletin board for its exclusive use in the teacher workroom which size shall not exceed 3 feet by 5 feet.

Section 6. The Association may present written suggestions to the Board on the school calendar for its consideration.

ARTICLE IV

TEACHER RIGHTS

Section 1. All ten month teachers will receive either 10 or 12 equal pay checks based on a majority vote of all the teachers.

Section 2. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file, except for confidential references.

Section 3. If a teacher is not recommended to the Board for reemployment, the teacher may, at his option, meet with the building principal or the Superintendent, to discuss such nonrecommendation.

Section 4. Florida Law shall be followed in all due process cases.

Section 5. Written complaints against teachers may be included in a teacher's personnel file. Employees shall be allowed to write a letter of rebuttal which shall also be put in their file.

ARTICLE V

TEACHING CONDITIONS

Section 1. Breaks and planning time will be provided when possible during the work day.

Section 2. Teacher work year shall be 200 days allocated as follows:
(10 month teachers)

180 student days

13 pre or post school days (to be scheduled as needed)

3 paid holidays

Section 3. Parent-teacher days which shall be divided into the following:
Conference shall be held from 9-11. Balance of day shall be deemed as work day except by appointment only. These days to be immediately upon end of six weeks and prior to report cards going out.
1 work day at semester change.

Section 3. The Board agrees to make available in each school center, for the exclusive use of the school staff, at least one area to be designated as a faculty workroom which shall be both reasonably furnished and climate controlled. The faculty workrooms will not be open to the students. All faculty and staff members shall have free access to the faculty workroom. The Board agrees to provide or upgrade improved facility at Bell as expeditiously as construction money is available.

ARTICLE VI

LEAVES

Section 1. Four days of sick leave shall be credited to each teacher at the beginning of the contractual period for each school year and one day shall be added each month until a total of ten days shall have accumulated for teachers on ten-month contracts, eleven for teachers on eleven-month contracts and twelve for teachers on twelve-month contracts. There shall be no limit on the number of days of sick leave a teacher may accumulate except that at least one half of this cumulative leave must be established within Gilchrist County. Written substantiation shall be provided for 2 or more consecutive days absence.

Section 2. Four days of personal leave shall be allowed each year which shall be charged to accrued sick leave. Leave for personal reasons shall be non-cumulative.

ARTICLE VII TEACHER EVALUATIONS

Section 1. Current Evaluation Instrument will be used with the teacher's signature noted to mean that the teacher has seen the evaluation but does not necessarily agree with such evaluation. Evaluation will be made twice per year - once each semester.

ARTICLE VIII TRANSFERS

Section 1. All transfers shall be made at the discretion of the Board. However, such transfers shall be discussed with the teacher(s) directly involved if the teacher makes such request.

ARTICLE IX DISCIPLINE

Section 1. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately to the Superintendent or his designee.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definitions - The term "grievance" means a complaint by any teacher or the Association that, as to him, there has been a personal loss or injury because of an unjust application, interpretation or violation of the Agreement.

Section 2. Policy

- A. All interested parties shall endeavor to secure a rapid and equitable determination of employee grievances at the lowest possible level, without interfering with the normal school operations. Proceedings shall be kept as informal and confidential as possible.
- B. A teacher processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination and reprisal.
- C. In the presentation of a grievance, the teacher shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
- D. Nothing herein contained shall be construed to limit the right of any teacher having a grievance to process it through all prescribed levels with or without intervention by the Association, as the employee may elect.
- E. The Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
- F. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be abandonment of the grievance or acceptance by the teacher of the decision rendered at this level. Time limits may be waived only with the written consent of the parties at each level.
- G. It is understood that the teacher shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof, shall have been fully determined.
- H. The binding arbitration provisions of this Contract shall pertain only to the interpretation, application, or violation of the terms or provisions of this written Contract.

Section 3. Procedure

Level One (informal)

- A. An aggrieved teacher shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence complained of, or within fifteen (15) calendar days after he would reasonably be expected to know of its occurrence. Failure to so act within said fifteen (15) day period shall be deemed to constitute an abandonment of the grievance.

- B. Any teacher shall first discuss his grievance orally with his immediate supervisor (supervisor or principal) in an attempt to resolve the matter informally.

Level Two (Formal)

- A. If the matter is not resolved to the teacher's satisfaction at Level One, the teacher shall submit his grievance to the immediate superior in writing within five (5) school days after the determination made at Level One, specifying:
1. The nature of the grievance and the remedy requested;
 2. The nature and extent of injury or loss;
 3. The results of the previous discussion;
 4. The basis of the dissatisfaction with the determination
- B. A written decision shall be rendered by the immediate supervisor or principal within five (5) school days after receipt of the written grievance.

Level Three

- A. The teacher, not later than five (5) school days after receipt of the immediate superior's written decision, may appeal the decision to the Superintendent. The appeal must be in writing and include copies of all relevant documents generated at Level Two, as well as a statement explaining the teacher's dissatisfaction with decision previously rendered. The teacher shall, at the time of the appeal being filed, also furnish the immediate superior with a copy of any newly generated documentation.

- B. The Superintendent shall attempt to resolve the matter as quickly as possible and may conduct such meetings as he deems necessary with interested parties. Within ten (10) school days after receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the teacher of his determination and shall forward a copy of said determination to the immediate superior of the aggrieved employee.

Level Four

- A. In the event a determination by the Superintendent is deemed unsatisfactory by the teacher, the teacher, within ten (10) school days after receipt of the Superintendent's written decision at Level Three (unless a different period is mutually agreed upon), may appeal to the Board of Education, through the Superintendent.
- B. Where an appeal is taken to the Board, there shall be submitted by the grievant to the Superintendent a complete file of all documents generated at previous levels and a further statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished by the Superintendent to the immediate superior.
- C. The Superintendent shall add such additional explanatory statements as he deems necessary with a copy to grievant who shall have the right to reply thereto. The Superintendent shall present the appeal to the Board at the earliest conference session feasible but in no event later than thirty (30) calendar days after the Superintendent receives the written appeal to be transmitted to the Board.

- D. The Board or a committee thereof shall consider the written record submitted to it. It may, on its own initiative, and shall, upon request of the employee, conduct additional hearings. It may also request the submission of additional written materials. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto.
- E. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing notify all interested parties of its determination. This time period may be extended by mutual agreement of the parties.

Level Five

- A. In the event a grievant is dissatisfied with the determination of the Board, the grievant shall have the right to binding arbitration.
- B. A request for arbitration shall be made known to the Superintendent in writing no later than ten (10) school days following receipt of the determination of the Board. Failure to file within said time period shall constitute a bar

to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a request.

C. The following procedure shall be used to secure the services of an arbitrator:

1. Either party may request the Florida Mediation Service to supply a list of three persons qualified to act as arbitrators to be submitted to the Board and Association with each party striking one name with remaining name to be the arbitrator.
2. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties. Only the Board, the Association and the aggrieved shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

3. Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which will be shared equally. The two parties may be either the Board and the Association or the Board and the aggrieved person if the Association does not represent the grievant.

ARTICLE XI

NEGOTIATION PROCEDURES

Section 1. Ratification Procedure:

After agreement of the two bargaining agents, the document will be submitted to the Board for ratification. Upon ratification by the Board, the document will be presented to the teachers for ratification.

Section 2. Contract Maintenance

A duly authorized agent of the Association will meet with the Superintendent of Schools at a time convenient to both parties when necessary for the purpose of resolving problems within the scope of this contract which may arise.

Section 3. The Board and the Association will begin negotiations under contract reopener on or after June 1, 1979.

Section 4. Impasses will be approached in the manner prescribed by the Public Employees' Relations Commission.

ARTICLE XII

SALARY

Section 1. Two hundred dollars across the board will be added to the existing salary schedule for ten month teachers and adjusted for twelve month teachers retroactive to the 1978 beginning teacher pay dates.

Section 2. Supplements as presently being paid for 1978-79 and as recommended for 1979-80 school term.

Section 3. Raise experience factor to 20 years.

ARTICLE XIII

EFFECTIVE DATES

Section 1. Fifteen days after Board disposition, during which time the Association has an opportunity to ratify, the disposition becomes the working procedure for the balance of the school year.

Section 2. This contract can be extended week to week by written agreement of Superintendent and President. If an impasse is called this contract shall be null and void.

Section 3. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

ARTICLE XIV

MISCELLANEOUS

Section 1. Contract Copies: The Board and Association shall provide their own copies of this contract as needs arise.

Section 2. Should any portion of this Agreement be found by a court of competent jurisdiction to be in conflict with State and Federal law, the provision in conflict

shall automatically be modified to conform to such law, but only to such extent as said provision is in conflict with such law.

Section 3. Nothing contained in this Agreement shall be construed to deny or restrict to any member of the bargaining unit rights he/she may enjoy under the Florida School Laws, the Rules of the State Board of Education, the Constitution of the State of Florida, and the Constitution of the United States of America. The rights granted to members of the bargaining unit under this Agreement shall deemed to be in addition to those provided elsewhere.

Section 4. This disposition was made under Florida Statutes 447.403 4 (d) which states "Therefore, the legislative body shall take such action as it deems to be in the public interest, including the interest of the public employees involved." This Board in adopting this document believes they have fulfilled their obligation under this statute to the public, community and employees.

Roy M. Wilson, Chairman
Gilchrist County School Board

Eli M. Read, Superintendent &
Secretary to the Board

Brainard Richardson, President
Classroom Teachers' Association
of Gilchrist County

Vida Mae Waters, Secretary
Classroom Teachers' Association
of Gilchrist County

There being no further deliberations, the Board adjourned.

Roy M. Wilson
Chairman

Eli M. Read

Vida Mae Waters

Clyde A. Townsend

Casey Q. Conklin

Terri D. Finckay

Attest:

Edith M. Seeger
Secretary to the Board and Superintendent
of Schools