



ARTICLE I
GENERAL PROVISIONS

I.1 **PREAMBLE**

The Parties to this Agreement, the Escambia District School Board (hereinafter referred to as the "Board"), and the Union of Escambia Education Staff Professionals (Escambia ESP), FEA, NEA, AFT (hereinafter referred to as the "Union") 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 which focus on solutions developed at the level closest to the worksite through this Collective Bargaining Agreement.

I.2 **DURATION**

This Agreement entered into by and between the District School Board of Escambia County, Florida and the Union of Escambia Education Staff Professionals, FEA, NEA, AFT shall remain in full force and effect for three (3) years from **July 1, 2024 through June 30, 2027**, except for wages and benefits which shall be renegotiated annually. The parties agree to adhere to bargaining process within the authority of Chapter 447, Florida Statutes. In compliance with requirements that tentative agreement items must be formally ratified, the parties agree to establish the following protocol:

Formal ratification votes on tentative agreement(s) by the School Board and bargaining unit shall be held as necessary;

Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of Memorandum(s) of Understanding signed by the Union President and Business Agent and by the Superintendent and/or his designee, subject to the approval of the School Board and the Board of Directors of the Union of Escambia Education Staff Professional;

Issues may be raised through the appropriate process for consideration at any time during the life of the Agreement; and,

The provisions of this agreement shall extend automatically until a successor agreement has been ratified by both parties.

I.3 **RECOGNITION**

The Escambia District School Board hereby recognizes the Union of Escambia Education Staff Professionals, FEA, NEA, AFT (PERC Order Number 04E-145, dated June 2, 2004) as the sole and exclusive bargaining agent for purposes of collective bargaining in any and all matters relating to wages, hours, working conditions and any other mutually agreeable subjects of collective bargaining for employees listed in PERC Certification Order Numbers 850, issued June 13, 1989 (originally for EESPA and as amended by PERC), 897, issued May 1, 1990 (originally for

EEC/CA and as amended by PERC), and 923, issued November 15, 1990, (originally for EASE and as amended by PERC) in compliance with Chapter 447 of Florida Statutes.

I.4 NO STRIKE

The parties recognize and will honor the provision of Chapter 447 of Florida Statutes which defines and prohibits strikes.

I.5 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 Escambia 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.6 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.7 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.



I.8 **OFFICIAL COMMUNICATIONS**

The Board shall communicate with the Union through its accredited officers or representatives. However, nothing shall be done to prevent an employee from discussing his/her working conditions with the Department Head.