

ARTICLE 3
Procedure for Future Negotiations

- A. **Mutual Commitment to Good Faith Negotiations:** Both parties agree to meet at reasonable times and places to negotiate in good faith effort to reach agreement in accordance with Florida Statute 447. During the course of negotiations, the parties or their designees agree to make proposals and counterproposals. Neither party shall be required to make a concession. Articles tentatively agreed to shall be initialed by each party and dated, and shall be set aside subject to ratification of the Agreement.
- B. **Requests for Meetings:** No sooner than ninety (90) calendar days prior to the expiration date of the negotiated Contract, either party may notify the other of a desire to commence bargaining. A request from the BTU-ESP should be made in writing to the Chairperson of the Board and/or Superintendent. A request from the Board and/or Superintendent should be made in writing to the President of the BTU-ESP. Within five (5) days of receipt of the request by the Board and/or Superintendent, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the receipt of the request. Additional meetings shall be agreed upon by the negotiation's representatives as may be necessary to complete an agreement.
- C. **Negotiation Teams:** Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary authority and power to make proposals, counterproposals and to reach tentative agreement on items being negotiated. The parties realize the Agreement shall only be effective subject to the ratification of the BTU-ESP and the School Board. The Negotiation/Labor Management team shall consist of no more than six (6) bargaining unit employees. Two (2) alternates may be assigned to attend sessions/meetings in the absence of a regular negotiations/labor management team member. The Negotiations/Labor Management team members shall be permitted to attend all negotiations/labor management sessions that occur during the regular work hours without loss of pay. However, no employee shall be paid overtime for sessions that extend beyond the regular workday. The BTU-ESP shall notify the Employee & Labor Relations Department at least twenty-four (24) hours in advance of that specific session when an alternate will be attending for a named regular team member, so that the proper release notification can be sent to the affected employee's work location.

- D. **Access for Information:** The Board agrees to make available to the BTU-ESP such public information as is requested by the BTU-ESP for developing meaningful negotiation proposals on behalf of the education support professionals, to gather information which may be necessary for the BTU-ESP to fulfill its obligation to effectively represent education support professionals in the processing of any grievance or complaint.
- E. **Labor-Management Meetings:** ~~At the written request by representatives of the Board and the BTU-ESP a meeting will be held during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise therefrom.~~

~~These meetings are not intended for the purpose of negotiations or to bypass the grievance procedure. Further, each party will submit to the other, at least twenty four (24) hours prior to the meetings, an agenda covering what it wishes to discuss. Such meetings may be cancelled by mutual consent.~~

Upon mutual agreement, three (3) representatives of the Administration and three (3) representatives of the [Union] will meet during the regular school year on an as-needed basis at times convenient to both parties for the purpose of reviewing the administration of the Agreement and to resolve matters of mutual concern.

The parties agree that each may invite subject matter experts (“SMEs”) to the meeting, as needed, to address agenda items. The identity of any SMEs to appear at a Labor Management meeting will be shared at least forty-eight (48) hours before the meeting. Unless mutually agreed upon, the Labor Management meeting will not be scheduled for more than one and one-half (1½) hours. The parties agree that these meetings are intended to discuss matters of common interest. These meetings are not intended for the purpose of collective bargaining or to discuss matters of active grievances, pending arbitrations or disciplinary actions.

Each party will submit to the other at least seventy-two (72) hours prior to the meeting, an agenda covering what it wishes to discuss. Agenda items must be mutually agreed upon at least forty-eight (48) hours prior to the meeting. The parties will alternate the location of the Labor Management meetings.

The Chairperson will jointly rotate between the Administration and the Union. The Chairperson will be responsible for conducting the meeting and distributing the agenda. Summaries of action plans will be shared between both parties.