

# **CONTRACT**

**BETWEEN**

**THE SCHOOL BOARD OF OSCEOLA COUNTY,  
FLORIDA**

**AND**

**TEAMSTERS LOCAL NO. 385**

**2011 - 2012**



2011-2012 Edition

Ratified by Teamsters Local No. 385, November 29, 2011

Approved by SBOC, December 6, 2011

Terry Andrews  
Superintendent

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## **ARTICLE 1**

### **RECOGNITION**

#### **Section 1 – Bargaining Unit Definition**

A. The School Board of Osceola County, Florida, hereinafter called the “Board,” recognizes Teamsters Local Union 385, affiliated with the International Brotherhood of Teamsters, hereinafter called the “Union,” as the exclusive bargaining representative for professional support personnel in the school district known and designated as the School District of Osceola County, Florida. In this Agreement, the professional support personnel shall be defined as those employees included in the unit as certified by the Public Employees Relations Commission (PERC) on June 9, 2003 (Case No. RC-2002-082).

B. The Union recognizes the Board as the duly constituted legislative body and agrees to bargain collectively only with the chief executive officer of the Board or his designee(s).

C. The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining in regards to wages, hours and all other terms and conditions of employment for all professional support personnel employed by the Board at its facilities located in Osceola County, Florida as determined by PERC.

#### **Section 2 – Modified or New Jobs**

Clarifications of and amendments to the bargaining unit as defined above shall be by mutual consent of the Board and the Union or, in case of a dispute, by determination of the Public Employees Relations Commission (PERC). This shall in no way restrict the right of the Board to create, abolish, reclassify and/or modify job duties, job descriptions or positions, unless such action has the sole purpose of transferring job duties to positions outside of the bargaining unit.

## **ARTICLE 2**

### **SCOPE OF AGREEMENT**

#### **Section 1 - Savings Clause**

If any portion of this Agreement is held to be illegal, legally invalid, or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, then that provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement to the extent they may be implemented without the deleted items. By mutual agreement, the deleted provisions as well as any other provision so affected by the deletion shall be renegotiated within thirty (30) days or the parties may mutually agree to deal with the matter in subsequent negotiations.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### **Section 1**

It is the right of the School District to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered, and exercise control and discretion over its organization and operations. It is also the right of the School District to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of this Agreement. It is expressly deemed to have waived or modified any of the rights reserved to the Board under this Article by not exercising said rights either in a particular matter or in a particular manner. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved employee from filing a grievance, but such grievance can be filed only on the grounds that the action complained of is in violation of the express written terms of this Agreement.

#### **Section 2**

If in the sole discretion of the Board, it is determined that emergency conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions, epidemics, public employee strikes, or other catastrophes, the provision of this Agreement may be suspended by the Board during the time of such emergency, except for those relating to wages and benefits.

#### **Section 3**

The Federal Laws, together with all applicable General Laws of the State of Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as to the Board's mission, budget, obligation to its citizens, organization, assignment of personnel, tasks, duties, responsibilities, or the technology required to perform work.

**Section 4**

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. They, therefore, each voluntarily and unqualifiedly waive the right for the term of this Agreement to bargain collectively with respect to any matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement. This contract represents the entire Agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, hours, or working conditions of the employees covered.

**Section 5**

The District reserves the right to subcontract bargaining unit work subject to its obligation to negotiate the impact that any subcontracting decision would have on bargaining unit employees.

## **ARTICLE 4**

### **NEGOTIATIONS**

#### **Section 1 - Collective Bargaining**

The Union and the Board shall negotiate an Agreement including the determination of wages, hours, terms and conditions of employment. The Agreement so bargained shall be reduced to writing and signed by representatives of the Union and the Board.

#### **Section 2 - Authority of Representatives**

The representatives selected by each party shall have power and authority to bargain, to present data, to exchange points of view, and to make and accept proposals and counterproposals, to sign tentative agreements, and to recommend acceptance of agreements.

#### **Section 3 - Information**

The Union and the Board agree to provide each other with information reasonably pertinent to negotiations, without charge, during bargaining sessions. The Union and the Board agree that copies of proposals and related information not otherwise privileged will be provided each team member and alternate during negotiations.

#### **Section 4 - Ground Rules**

The Board shall provide meeting space for all negotiation sessions. The date and time for the next session will be established mutually no later than at the end of each session. Times for bargaining sessions will be mutually agreed upon by both parties.

All tentative agreements shall be signed by the chief negotiator for each team. Either party may, if it so chooses, utilize the services of outside consultants to assist in the negotiations.

If the negotiations described in this section reach impasse, the procedures as set forth in the Chapter 447, Florida Statutes shall apply. At the request of both parties, a mediator shall be appointed subject to PERC guidelines. Subsequent to reaching impasse the parties may

mutually agree to continue negotiations in an effort to reach further tentative agreements.

There shall be two officially signed copies of this Agreement. One copy shall be retained by the Board and one by the Union. The Board shall have the responsibility of printing this Agreement at its cost. Printing shall occur within four regular work weeks of ratification and signing by both parties.

Resumption of Negotiations - If either party should fail to ratify the tentative agreement, that party shall notify the other within five (5) working days, shall inform the other party to the extent possible of the reasons for rejection and shall confer with the other party to arrange a date, time and place to resume negotiations within ten (10) working days of such notice.

The Board agrees not to negotiate directly with employees, rather than the Union. The Board further agrees not to negotiate or otherwise deal with any other organization(s) purporting to represent bargaining unit employees during the term of this Agreement.

The Union agrees to negotiate directly with the designated Board negotiating team and not with the individual members of the School Board. Any procedural concerns of the parties will be directed to the respective chief negotiators whenever practicable.

### **Section 5 - Information**

A. The Board agrees to provide the Union annually, upon request, one copy of the following documents and publications at no charge.

- Superintendents Proposed budget
- Tentative budget
- Final budget
- Bargaining Unit employee lists
- Proposed Salary Policy Book
- Adopted Salary Policy Book
- All Bargaining Unit Job Descriptions
- School Board Rules/Policies
- Department Policy Books
- Its For You Personnel Directory

B. The Board shall furnish the Union upon written request a copy of written communications distributed to all employees, which may concern, in whole or in part, wages, benefits and working conditions.

C. Upon request, the Board shall furnish the Union, on no more than a quarterly basis, a list showing the name, mailing address, telephone number, and job position title, work site, pay grade, hourly wage, and seniority date, years of service and contract hours of each employee included in the bargaining unit in accordance with Florida Public Record Laws. To the extent that this information is available in the form of electronic data, it shall be provided to the Union in a mutually agreeable format.

D. The Board shall furnish to the Union, upon request, with a copy of the weekly master vacancy list or maintain said information on the Board's web site.

## **ARTICLE 5**

### **S T E W A R D S**

#### **Section 1 - Representatives**

A. The Union shall have the right to designate, and the Board shall recognize a maximum of four (4) job stewards per job site for purposes of administering this agreement. The Union shall provide an up to date list of all stewards to the Board. Each steward shall be assigned to represent a designated group of employees.

B. Non-employee Union representatives shall also be certified, in writing, to the Board. The Union agrees that activities by stewards and non-employee Union representatives shall be carried out in such a fashion as to not interfere with normal work production. The Union shall notify the Board, in writing, as soon as possible in advance of any change in Union stewards or non-employee Union representatives.

#### **Section 2 - Union Representation**

A. Representation of employees by the Union shall be governed by the provisions of Chapter 447, Florida Statutes.

B. Employees have the right to request the assistance of a Union representative in the following situations:

1. Where the employee is being issued a disciplinary action; (attached as Appendix C)
2. Where the employee has a reasonable belief that a meeting called by representatives of the Board will or may lead to disciplinary action;
3. Where the employee is questioned about circumstances that the employee has reasonable cause to believe could lead to disciplinary action against him;
4. Where the employee is refusing to perform work reasonably considered to endanger the employee's health, safety, or well-being.

C. When an employee requests assistance of a Union representative in any of these circumstances, no action shall be taken until the requested Union representation is provided, but the meeting shall not be delayed

for more than one work day unless mutually agreed. The meeting may be held earlier in the case of an emergency action being taken to protect the physical safety of Board personnel, students or the public.

### **Section 3 - Access**

A. Authorized agents of the Union shall have access to the establishments during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that this Agreement is being adhered to, provided, however, that there is no interruption of the Board's working schedule. Immediately upon entering District property, the Union representative shall notify the administrator in charge of the facility of his or her presence and shall notify the administrator of his or her departure. Any Union authorized agent having access to District property must at all times display a picture identification issued by the Board. For the safety of all students and employees security measures developed at each site must be adhered to.

B. The Union will be placed on the agenda and be permitted thirty (30) minutes at the end of the pre-planning in-service day to speak with all employees. Both parties agree that employee attendance at this portion of the in-service day is strictly voluntary. The Union will be electronically mailed on a monthly basis a list of newly hired employees in bargaining unit positions. The School Board agrees to furnish to newly hired bargaining unit employees written information supplied by the Union about membership in the Teamsters.

C. The Union will supply copies of the current collective bargaining agreement to affected bargaining unit employees.

### **Section 4 - Facilities**

A. The Board agrees to provide suitable space for a Union bulletin board no greater than twelve (12) square feet in size at each work sites where there are employees included in the bargaining unit with the exclusion of Charter Schools. Postings by the Union on the bulletin board are to be confined to official business of the Union and on the Union's official letterhead or TITANS. A copy of any postings shall be provided to the worksite administrator at the time of posting. A copy of the posting shall also be provided to the Director of Human Resources and Employee Relations. Union representatives will be responsible for posting and removing materials and assuring that posted items have Union identification. The Board shall not remove, tamper with or alter any notice posted by the Union unless such notice is harmful to the

Board. Any such notice removed by the Board shall be re-posted if the Union's position is sustained through the grievance procedure.

B. The Union shall have the right to use school buildings for meetings, provided that a written request has been made in advance to the school principal for scheduling purposes, and that the Union adheres to the Board's facilities use policies. If any special non-instructional personnel services are necessary over and above their normal services because of such meetings, the Union shall be billed for any such services, including any applicable overtime pay expended.

### **Section 5 - Conduct of Union Business**

A. The Board will establish twenty-five (25) days per year with pay for the Union to use for annual conferences. Withdrawal of days shall be by notification from the Union President to the Superintendent or his designated representative at least seven (7) working days (except in cases of emergency) in advance of the leave. The Union shall provide at least fifteen (15) working days notice when submitting a request for the release of fifteen (15) or more employees for a single event. Notification shall include the names of the employees to be granted leave and, except in cases of emergency, no substitutions may be made later than seven (7) working days prior to the effective date of the leave. Each employee for whom leave is to be granted shall apply to his/her respective administrator in accordance with the same seven (7) working day time limit. No more than three (3) employees from a single site shall be granted this leave at one time.

B. The Superintendent shall place on the Board agenda of each regular or special Board meeting any matter brought to its consideration by the Union provided those matters are made known in writing to and discussed with the Superintendent ten (10) working days prior to a regular meeting and seventy-two (72) hours prior to a special meeting. The above does not preclude the Union from presenting information items of an urgent nature to the Board as long as the Superintendent is notified by written request prior to the opening of the meeting.

C. The Union steward/alternate may request of the administrator, or their designee, to be placed on the agenda at staff meetings to present brief reports and announcements.

D. No employee shall be prevented from wearing pins or other identification of membership in the Union or its affiliates as long as the wearing of such apparel does not prove disruptive or detrimental to the education process or threaten the safety of the employee.

E. The Union shall be provided the opportunity to purchase a booth at Welcome Back Day.

## ARTICLE 6

### GENERAL PROVISIONS

#### **Section 1 - Right to Organize**

A. All bargaining unit employees shall have the right to form, join and participate in the Union or to refrain from such activity, to negotiate collectively through the Union regarding the terms and conditions of employment and to engage in concerted activities not prohibited by law for the purpose of collective bargaining or other mutual aid or protection.

B. As the duly elected governing body of the School District, the Board will not directly or indirectly discourage, deprive or coerce any employee in the employment rights conferred by this Agreement. The Board will not discriminate against any employee with respect to wages, hours, terms and conditions of employment by reason of membership in the Union, participation in any activities of the Union or collective bargaining with the Board, or any grievance complaint or proceeding under this Agreement.

#### **Section 2 - Dignity**

The School Board and the bargaining unit employees agree that they will demonstrate a professional attitude toward each other. Further, every employee of the School District, both in and out of the bargaining unit, is expected to adhere to the Code of Ethics and Principles of Professional Conduct of the Education Profession of Florida.

#### **Section 3- Indemnity**

In any case where a bargaining unit employee is charged with a civil or criminal action arising out of, and in the course of, assigned duties and responsibilities, that employee may request that the Board provide legal services. In any case where the employee pleads guilty or nolo contendere or is found guilty of any such action, the employee shall reimburse the Board for any legal services which the Board may have supplied pursuant to this section. If the Board declines to provide legal services in response to the employee's request and the employee is subsequently found not guilty or not civilly liable, the employee may renew his/her request and a recommendation shall be made to the Board for payment of the reasonable cost of legal services, and the Board

shall reconsider such request previously declined. The selection of the attorney shall be mutually agreed upon by the employee and the Board.

#### **Section 4 - Privacy and Personnel Files**

A. The Board shall comply in all respects with current state and federal laws concerning public school system employee personnel files. The term "personnel files" refers to all records, information, data or materials, which are maintained by the School Board anywhere (including the work site file), which are uniquely applicable to that employee, whether maintained in one or more location. All files maintained on employees shall be confidential except as provided in School Board rules or Florida Statutes.

B. An employee, or his designee authorized in writing, shall have the right, upon request, to review all documents contained in his own official personnel file and in the files maintained by a principal or work site administrator, whether or not such documents are subject to public disclosure under state law. The sole exception shall be records, which are expressly restricted from disclosure by law. The employee must make an appointment with the Human Resources Department, the school principal or work site administrator, as the case may be, in order that a managerial employee will be present when the employee's file is inspected.

C. A Union representative shall receive one copy of any document in an employee's personnel file if either: (a) the employee has given the Union written consent to review the file; or (b) review of the file is pertinent to the Union's role in enforcing this Agreement. All documents used for investigations remain confidential as prescribed by state law.

D. An employee shall receive one copy of any document in his own personnel file upon request to the Human Resources Department.

E. No anonymous letters or materials shall be placed in the personnel file. Materials which are derogatory to an employee may be placed in a personnel file only if they pertain to work performance, or other matters that may be reason for discipline, suspension or dismissal. Such material must be reduced to writing within forty-five (45) days and signed by a person competent to know the facts or make the judgment. Additional material may be added to clarify or simplify as needed. A copy of all such materials to be placed in the personnel file shall be provided to the employee either: (1) by certified mail, return receipt requested to his/her address of record; (2) by personal delivery to the employee (employee's signature on a copy of the materials signifies receipt only); or (3) by

a personal delivery to the employee with a statement by a non- bargaining unit witness certifying personal delivery to the employee.

F. An employee may have information placed in their file that pertains to their job performance, attitude, skills or qualifications by submitting it to the Human Resources Department.

G. The employee has the right to answer in writing any such material in the personnel file within ten (10) working days after receipt.

**Section 5 - Nondiscrimination**

A. The Union and the Board agree that the provisions of this Agreement shall be applied without regard to race, color, religion, national origin, sex, age, disability, veterans' status or marital status.

B. Any involvement of the School Board in the private or personal life of a bargaining unit employee shall remain within the scope of the Florida Statutes and the Constitutions of the United States and the State of Florida.

**ARTICLE 7**  
**COMMITTEES**

Throughout this Agreement, unless otherwise stated wherever it is provided that joint committee shall be formed, the following rules of probation shall apply.

**Section 1-Membership**

1. The Union shall be permitted up to two (2) employee representatives on the following committees: Professional Support Staff Inservice Committee, District Insurance Committee, and District Safety Committee.
2. Should the District establish Committees directly affecting the Bargaining Unit, Union representation shall be permitted on said committees.
3. Committee meetings are open to the public, though only committee members shall have voice and vote in the meetings.

**Section 2**

Committee members shall not be paid for time spent at committee meetings, unless such meetings are held during the employees regularly scheduled work hours.

**Section 3**

Committees shall prepare and distribute reports of findings and recommendations, in accordance with Florida Public Records Law.

## **ARTICLE 8**

### **NO STRIKE/NO LOCKOUT**

The Union agrees that during the term of this agreement neither it nor its members shall participate in a strike against the Board by instigating, encouraging or supporting in any manner a strike. "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the Board; the concerted failure of employees to report for work after the expiration of this Agreement; and picketing in furtherance of a work stoppage. The term "strike" is not to be construed as participation in legitimate political activity.

The Union further agrees that it will do everything in its power to prevent its members from engaging in a strike and that in the event a strike does occur, the Union will use all available means to effectuate a cessation of the strike activity.

It is expressly agreed and understood that in the event of a strike the Board may, in addition to other remedies available to it under law, petition a court of competent jurisdiction for appropriate injunctive relief.

## **ARTICLE 9**

### **EVALUATIONS**

Both parties agree that the Superintendent is responsible for the evaluation of performance of all bargaining unit employees. The overall purpose of this process is to improve the quality of services rendered to the public by providing employees with feedback and record of their service to the District.

#### **Section 1 - Performance Improvement Plan**

If matters arise which may later form the basis for an unsatisfactory rating on a performance evaluation, such matters will be made the subject of a written performance improvement plan -PIP (Attached as Appendix A). It shall be the responsibility of the supervisor/administrator to identify when an employee requires the assistance of a PIP for the purpose of improving performance deficiencies. The PIP shall be prepared and given to the employee within ten business days after the supervisor/administrator becomes aware of the matters giving rise to the need for a PIP. The components and procedure for preparing a PIP will be as follows:

- A. A PIP will be prepared by the employee's supervisor/administrator on a form prescribed by the District.
- B. The PIP will identify particular areas of concern and specific recommendations for improvement. The PIP will also reference effective and ineffective behaviors.
- C. A copy of the PIP will be given to the employee, reviewed with the employee in a private meeting, and placed in the employee's personnel file.
- D. The employee will sign and date the PIP; however, the employee's signature will not necessarily indicate acceptance or rejection.
- E. The employee may submit a written response to the PIP within ten (10) business days after its receipt. The response will also be made part of the personnel file.

- F. The PIP will include a defined, reasonable length of time to correct performance deficiencies and the consequences for failing to achieve effective performance. The supervisor/administrator will meet with the employee no later than the end of this time period and document the employee's success/failure to comply with the specific recommendations in writing. The employee will be responsible for completing the PIP.
- G. The employee may submit a written response to the success/failure documentation within ten (10) business days after receipt. This response will also be made part of the personnel file.

## **Section 2 – Performance Assessment**

- A. All non-probationary employees will be formally evaluated by their supervisor/administrator at least once annually in writing.
- B. The formal evaluation will serve as a basis for discussion for recording satisfactory performance by an employee and where an employee's performance is unsatisfactory. (Attached as Appendix B).
  - 1. The employee will receive, in a private meeting a completed copy of his/her formal evaluation. The supervisor or administrator and the employee will sign and date the completed form. The employee's signature will not necessarily imply agreement with the evaluation, but acknowledge receipt. The employee will have the right to discuss the evaluation with the supervisor/administrator.
  - 2. Evaluations will be prepared and given by the employee's supervisor/administrator only; provided, however that the preparer of the evaluation may secure the input of other supervisors who the employee has reported to during the rating period. The input will be fully disclosed to the employee.

3. The employee will have ten (10) business days to respond in writing to the evaluation and said response will be made a part of the employee's personnel file. The employee then may request a follow-up meeting with the evaluator. If the employee reasonably believes that this meeting will lead to disciplinary action, he or she is entitled, upon request, to the presence of a Union steward/representative.

## **ARTICLE 10**

### **DUES DEDUCTION**

Dues Deduction: The Board shall deduct from the pay of each eligible employee all membership dues of the Union, provided that at the time of such deduction there is, in the possession of the Board, a valid written authorization for dues deduction executed by the employee.

The Union will notify the District of the specific amount of dues deduction 7 working days prior to implementation of the dues deduction. Such dues shall remain constant unless there is change in the employee(s) wage(s).

Any eligible employee may authorize dues deduction by presenting an authorization card to the Board.

Authorization for dues deduction shall be in force until revoked in writing by the member to the Board and the Union. The revocable authorization for dues deduction will be effective thirty (30) calendar days from the date the written request is received by the Board and the Union.

All dues deduction by the Board shall be remitted to the Secretary-Treasurer of the Union within three (3) working days of the second payday each month. At the same time, the Board shall forward a list showing names, social security numbers, hourly rate of pay and amount of dues deducted for each person. The Board agrees to investigate the possibility of electronic transfer of eligibility and collected funds during the first year this agreement is in force.

The Union shall indemnify and save harmless the Board from any and all claims, demands, suits and costs, including reasonable attorney's fees, incurred in connection with the administration of this item, provided the Board acts in compliance with its dues deduction obligations. The Union assumes full responsibility for the disposition of the money's so deducted once they have been turned over to the designated official of the Union.

The Board will not collect any fines, penalties, or non-uniform assessments on behalf of the Union.

The Union will not be assessed a service charge for cost incurred by the Board in order to provide any dues deduction requested by the Union pursuant to Florida Statutes.

All bargaining unit members shall have entire liberty of political action when not engaged actively in their duties, such as during their breaks and rest periods, provided such action is not disruptive or coercive, is within the laws of the United States of America and the State of Florida, and provided further that such action does not violate their responsibilities as an employee.

The School Board will not deduct from the paychecks of employees covered by this Agreement any political contributions, including but not limited to, the Union's D.R.I.V.E. fund. However, in the event a Florida court of competent jurisdiction determines that it is permissible by law for School Boards to allow such deductions for political contributions, the Board, upon request by the union, agrees that it will allow voluntary deductions for political contributions for bargaining unit employees upon conditions mutually agreed to by the Union and the Board.

## **ARTICLE 11**

### **SENIORITY**

#### **Section 1 - Definition**

An employee's seniority shall be his or her length of continuous service in the School District with the exception of the Transportation Department, which shall be determined by length of continuous service in the School District and within the Transportation Department. Seniority shall be district-wide and in the event two (2) or more employees have the same date of hire, seniority shall be determined by the job start date, which is the date on which an employee applied for initial employment in the District.

#### **Section 2 - Breaks in Service**

The following events shall constitute a break in continuous service, and an employee shall lose all accumulated seniority rights: (1) resignation; (2) retirement; (3) discharge without reinstatement; and (4) layoff status, without recall, for more than nine (9) months. In the event an employee returns from layoff status within nine (9) months, his or her seniority shall be bridged, that is, he or she shall be credited with the seniority earned up until the event occurred and shall begin earning seniority again immediately upon return to work. When an employee returns to work from layoff status, he or she shall be required to submit to fingerprinting and drug testing as required by Board policy at the Board's expense.

#### **Section 3 - Extra Work Assignments**

Whenever, the Employer determines that extra work assignments are to be made to bargaining unit employees, other than in the Transportation Department, the following process shall be utilized:

##### **A. Custodians**

1. Among custodians at a particular work site, extra work assignments shall be first offered to the most senior custodian at that work site, as defined, assuming that he or she is qualified and able to perform the extra work.
2. Extra work assignments will be rotated among all custodians at a particular site. If extra work is assigned and performed by a

custodian, a subsequent extra work assignment will be offered to the next senior custodian at that work site, again assuming that he or she is qualified and able to perform the extra work. If extra work is offered but rejected by a custodian, he or she will not be eligible for a subsequent extra work assignment until all other custodians at that work site have been offered extra work assignments.

B. Maintenance

For maintenance employees, extra work assignments will be based on employees' work zones as determined by the Director of Maintenance, as follows:

1. Extra work assignments will be offered to all employees within a work zone on an as needed basis. In the event there are more maintenance employees willing to accept extra work assignments than there are available extra work assignments, the following process shall apply:
  - a. Among maintenance employees in each work zone, extra work assignments shall first be offered to the most senior employee within that work zone, as defined, assuming that he or she is qualified, certified and able to perform the extra work.
  - b. Extra work assignments will be rotated among all maintenance employees in a particular zone. If extra work is assigned and performed by a maintenance employee, a subsequent extra work assignment will be offered to the next senior employee in that work zone, again assuming that he or she is qualified, certified and able to perform the extra work. If extra work is offered but rejected by an employee, he or she will not be eligible for a subsequent extra work assignment until all other employees in that work zone have been offered extra work assignments.
2. This extra work assignment procedure shall not apply to continuing projects performed by maintenance employees, but only to extra work involving different projects.

C. Food Service

1. For extra work assignments during the course of Food Service employers regular nine month school year, the same site based process will be followed as for custodians.
2. For the summer feeding program, not later than April 1 of each year, a sign-up list will be posted for a period of fourteen days at each site where food service employees are employed. All food service employees are eligible to sign up for the summer feeding program.
3. Assignments to work the summer feeding program will be made among those who sign up, based on seniority in the summer feeding program. Those who are not chosen to work the summer feeding program will be placed on the summer feeding program substitute list, and will be called to work as needed in seniority order for the summer feeding program.

**ARTICLE 12**  
**HOURS OF WORK**

**Section 1 – Workday/Work Year**

A. The following standard schedule of work days, months and hours shall apply to all Bargaining unit members:

MONTHS PER YEAR    DAYS PER YEAR    HOURS PER DAY

12	255 (2009-10), 243	4.0 to 7.5
12	254 (2010-11), 242	4.0 to 7.5
9	188, 182	varies

The work week shall be any five (5) consecutive days or any four (4) consecutive days. The length of the work week shall be determined by the Employer. The length of the work week may be changed by the Employer as operating conditions may demand; provided, however, that the employee shall receive 14 calendar days notice prior to such contemplated change, absent emergency circumstances.

The beginning and ending times of shifts shall be determined by the Employer. The beginning and ending times of shifts may be changed by the Employer as operating conditions may demand; provided, however, that the employee shall receive 14 calendar days notice prior to such contemplated change if the change is greater than two hours, absent emergency circumstances.

B. Regular full time bargaining unit employees working on a nine month basis shall be afforded six (6) paid holidays. Regular full time bargaining unit employees working on a twelve (12) month basis shall receive twelve (12) paid holidays. The days to be taken as holidays shall be established by the District.

**Section 2 – Reduction in Hours**

A. If a reduction in employee hours becomes necessary, the supervising administrator shall give the employee(s) impacted no less than five (5) work days; provided however, this shall not apply to changes in transportation routes. The supervising administrator shall first seek volunteers from among the employee group or classification affected to

agree to reduction in hours. If there are no, or not enough, employees who volunteer for reduction in hours, those with the least continuous service in the School District will have their hours reduced, providing that the remaining employees meet the qualifications of the position(s) in question and the program needs of the site.

B. If a reduction in hours would result in an employee being changed from a benefited to a non-benefited position, the hours' reduced shall be considered an allocation reduction and shall be governed by Article 13 of this Agreement.

C. For the purposes of this Section, the term "reduction in hours" shall include any reduction, from school year to school year or within the school year, in the Board approved standard work calendar and hours prescribed for the position for which the employee is assigned. This does not include extra work assignments or overtime that the employee may perform.

D. Whenever a custodian is absent from work for a period of longer than three (3) consecutive days, the supervising administrator shall attempt to secure a substitute custodian to fill in, attempt to adjust schedules of the remaining custodians, or offer extra work to the remaining custodians, pursuant to Section 3 below, in an effort to cover the workload.

## **ARTICLE 13**

### **LAYOFFS**

#### **Section 1 – Worksite Allocation Reduction**

If there is an allocation reduction at a worksite for any reason and transfers become necessary, then transfers shall be on a voluntary basis whenever practicable. The site administrator will meet with the affected departments/programs to review reductions to be made and seek volunteers to transfer. The names of the volunteers shall be given to the Human Resources Department for distribution to site administrators with vacancies. If there is a worksite allocation reduction, the Union shall be given at least fifteen (15) days of advance notice.

If no, or not enough employees volunteer for transfer, those with the least continuous service in the School District will be placed in the same or similar position at other worksites, providing the employees transferred and the employees remaining in the site possess the necessary skills, ability and qualifications to meet both the requirements of the position in question and the program needs of the site.

If an employee possesses qualifications for two or more positions, qualifications for an available similar position will be considered first when placing the employee.

Allocation reduction employees will be assisted in the same or a similar position within the District. Allocation reduction employees will be placed in a position for which they are qualified before a new, temporary, emergency, seasonal or provisional employee may be hired. This does not restrict the right of the Board to place a substitute employee in the vacant position pending formal transfer of the allocation reduction employee. Employees may be offered alternative positions for which they are qualified. Employees offered the same or similar position in the District who refuses to accept the offer shall be considered to have voluntarily resigned.

#### **Section 2 – Reduction in Force – District Wide**

The Superintendent may lay off an employee or employees when it is deemed necessary by reason of shortage of funds, lack of work, the abolition of positions, material changes in the job duties or organizational structure, or for other reasons within the discretion of the Board consistent with this Agreement. In the event the Board determines that a layoff is necessary, the Union shall be given at least forty-five (45) days advanced notice.

In the event of a district-wide reduction in force, temporary, emergency, seasonal, or provisional employees in the classification and department affected shall be first laid off. If further reductions are necessary, newly hired probationary employees shall be laid off. Employees who are on promotional probation and non-probationary employees shall be laid off subsequent to the above. In making reductions in force for employees who are on promotional probation and non-probationary employees, employees with the least seniority as defined in Article 11 of this Agreement shall be laid off first, providing that the employees remaining in the District possess the necessary skills, ability and qualifications to meet both the requirements of the position in question and the program needs of the school.

Any employee who is to be laid off will be given a minimum of ten (10) working days' notice of the pending layoff, unless a District financial crisis exists. Such notice will include the proposed time schedule, the reasons for the proposed action and his/her recall rights as set forth in this Article.

An employee who is laid off shall have recall rights for nine (9) months. In the event of a recall, all laid off employees shall be notified and recalled in inverse order of their lay-off, provided they have the skill, ability and qualifications required to perform the job. New employees shall not be hired into positions for which there are qualified laid off employees. Seniority shall be terminated if the laid off employee fails to or refuses to report to work within twelve (12) calendar days of a recall from layoff, and the individual shall be considered to have voluntarily resigned. Notice of recall for this purpose shall be deemed sufficient if

delivered to the employee personally or if the employee is notified by registered mail at his or her last known address on file at the Board. It shall be the employee's duty to ensure that the Board has current

information regarding his or her place of residence and telephone number.

Laid off employees will receive payment for accrued sick and/or vacation leave pursuant to State law. An employee who is laid off shall have the right to purchase employee benefits as provided through COBRA.

Laid off employees (whether worksite or district-wide reductions) shall be offered recall to their previous position before a new, temporary, emergency, seasonal, or provisional employee can be placed in that position. A vacancy shall not be deemed to exist unless the laid off employee has refused recall or fails to report to that position.

## ARTICLE 14

### GRIEVANCE/ARBITRATION

#### **Section 1 - Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise affecting the welfare or working conditions of employees.

#### **Section 2 - Definition of Grievance**

A grievance within the meaning of this Agreement shall consist of an allegation that there has been a misapplication or misinterpretation of any of the provisions of this Agreement.

#### **Section 3 - Representation**

A. All bargaining unit employees shall have the right of Union representation at each step of the grievance procedure, if they desire and the Union agrees. If a bargaining unit employee desires Union representation, and the Union agrees to represent the grievant, no grievant will be required to discuss any grievance if a designated Union representative is not present.

B. The Union shall provide the Board a list of stewards and representatives who shall serve as representatives of an employee grievant when he or she desires representation and the Union agrees to represent the grievant. The Board shall have no obligation to deal with individuals identifying themselves as stewards or representatives who are not on the list submitted by the Union. The Union shall notify the Board of changes in a timely manner.

C. Nothing in this Agreement shall be construed to prevent any bargaining unit employee from presenting, at any time, his or her own grievance in person or by legal counsel to the responsible supervising administrator which alleges violation of a specific article and section of this Agreement. Such grievances may be adjusted without the intervention of the Union, but no adjustment will be made that is inconsistent with the terms of this Agreement and must be presented as outlined in Florida Statutes. Prior to the presentation of such grievance, the employee shall furnish the Superintendent or designee with a written statement from the Union indicating that the Union will not represent the employee. An employee must exhaust the entire negotiated grievance procedure, including arbitration, before initiating an appeal to the School Board. When presenting his or her own grievance and notwithstanding

any other terms and conditions set forth in this Agreement, the employee shall bear the full costs of all expenses, including, but not limited to, time lost from work, expense of his or her own counsel, fees for the preparation and presentation of documents and fees, services or other costs of an arbitrator, costs of transcripts, fees charged for the use of meeting/hearing room(s) or other facility, or any other appeal. The union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

D. When attending meetings called at any step of the grievance procedure during working hours, the steward shall notify his or her manager of the time that such meeting will begin and shall report back to work immediately after the end of the meeting. While attending such meetings during work time, the steward shall suffer no loss of pay and shall not be required to use accumulated leave. The steward shall not be compensated for attending such meetings outside of his or her regular work time.

#### **Section 4 - Effect of Time Limits**

A. The failure of the grievant and/or the Union to file the grievance or proceed from one step of the grievance procedure to the next step within the time limits set forth herein shall be deemed to be a waiver of the grievance and shall constitute a waiver of all future appeals concerning the particular grievance.

B. The failure on the part of any Board representative to render a decision on the grievance within the time limits set forth in this Agreement shall operate as a denial of the grievance, and entitle the employee to proceed to the next step.

C. All time limits may be extended by mutual written agreement. The term day or workdays for purposes of this Article shall be defined as Monday through Friday, exclusive of recognized holidays. The parties agree it is important that grievances be processed as rapidly as possible. The number of days indicated at each level is to be considered the maximum and every effort shall be made to expedite the process before the deadlines are reached. The day following the day the grievant knew or should have known of the occurrence on which a grievance is based shall be counted as the first day for purposes of filing a grievance.

#### **Section 5 - Grievance Procedure**

A. Any grievance arising under this Agreement, whether pursued independently or with union representation, shall be processed through the grievance procedures as outlined herein until resolution is reached or

the grievance is waived. A grievance may be withdrawn at any level. By mutual written consent, the parties may agree to bypass any step in this procedure.

B. At any meeting called at any step of the grievance procedure, the grievant shall be entitled to the presence of a steward and/or a representative; provided, however, that the inability of a particular steward or representative to attend a meeting that was mutually agreed upon to within the time frames for the Board representative to respond to a grievance shall not be grounds for the meeting to be postponed beyond five (5) working days from when the meeting was initially set. All meetings at any level of the grievance procedure will be held during a time that will not interfere with the employee's duties and responsibilities. In the event a meeting is required by management, outside of normal working hours, the employee shall not be compensated for time spent in such meeting.

C. In the event that an employee believes there is a basis for a grievance, the grievant shall first meet informally with his or her immediate supervisor. The purpose of this meeting shall be to provide an opportunity for both parties, the grievant and the supervisor, to discuss the situation, share all pertinent information, and to attempt to reach resolution of the situation. A Union representative shall have the right to be present at this discussion, at the employee's request. Any adjustment reached in the informal discussion must be consistent with the terms of this Agreement unless approved by the Union and the Superintendent, and committed to writing by both entities.

D. If the informal discussion fails to bring about a resolution of the matter, the employee may file a formal written grievance pursuant to the steps set forth below. (Attached as Appendix D)

#### Step I

In order to be deemed timely, a written grievance must be delivered in person or by certified mail, return receipt requested, to the grievant's Supervising Administrator within ten (10) days after the grievant knew or should have known of the occurrence on which the grievance is based. The failure of any employee to meet this time limit shall render the grievance moot, and the Board shall have no obligation thereafter to process the grievance through the steps of the grievance procedure, including arbitration.

All written grievances must be presented on the official Union grievance form, attached to this Agreement as Appendix D.

The Supervising Administrator shall meet with the employee and the Union representative(s) within five (5) days after receiving the written grievance.

The Supervising Administrator shall have seven (7) days from the Step I meeting to render a written response. The response shall contain a reasonably complete explanation for the grievance being granted or denied.

## Step II

If the aggrieved employee is not satisfied with the response of the Supervising Administrator, he or she may appeal the response in writing to the Director of Human Resources, in person or by certified mail, return receipt requested, within seven (7) days after receipt of the written decision of the Supervising Administrator.

The Director of Human Resources shall have a meeting with the employee and the Union representative(s) to discuss the grievance within seven (7) days after receiving the written grievance.

The Director of Human Resources shall have seven (7) days from the Step II meeting to render a written decision in response to the grievance. The Director of Human Resources shall be required to explain his or her reasons for granting or denying the grievance only if it differs from the decision of the Supervising Administrator.

## Step III

If the aggrieved employee is not satisfied with the response of the Director of Human Resources, he or she may appeal the response in writing to the Superintendent, either in person or by certified mail, return receipt requested, within seven (7) working days after receipt of the written decision of the Director of Human Resources.

The Superintendent or his/her designee shall have a meeting with the employee and the Union representative(s) to discuss the grievance within seven (7) days after receiving the grievance.

The Superintendent or his/her designee shall have ten (10) days from the Step III meeting to render a written decision in response to the grievance. The Superintendent or his/her designee shall only be required to explain his/her reasons for granting or

denying the grievance if it differs from the decision of the Supervising Administrator or the Director of Human Resources.

#### Step IV

Within fifteen (15) days after receipt of the previous decision the Union may invoke arbitration by filing a request for arbitration with the Federal Mediation and Conciliation Service (FMCS) and by delivering a copy of the request to the Superintendent in person or via certified mail, return receipt requested. The party filing for arbitration shall be responsible for any and all filing fees or other costs of securing the arbitration panel from FMCS.

FMCS shall furnish a panel of seven (7) names. Within seven (7) days of receipt of the panel from FMCS, either party shall have the right to reject the first list provided before the striking out of names occurs. Upon rejection of the first list, either party may request a second panel of seven (7) names from FMCS. Each party is limited to one (1) list rejection. No more than two (2) panels may be rejected by the parties per arbitration. Within seven (7) days of receipt of the final list from the FMCS, the parties shall select an arbitrator from the list by alternately striking three (3) names each, thus leaving the seventh who shall be the impartial arbitrator. The party requesting the list shall have the first strike.

Once selected, the arbitrator shall proceed as soon as practicable to hold a hearing and render a decision regarding the grievance. No later than twenty (20) days prior to the hearing, each party shall submit to each other all documents that they intend on introducing into evidence at the hearing. Any documents not provided at this stage in the proceedings cannot be considered by the arbitrator absent mutual consent of the parties. The lone exception to this rule is where a party seeks to introduce newly discovered evidence which by due diligence could not have been discovered in time for making the initial submission to the arbitrator. In this instance, the party seeking to introduce evidence to the arbitrator not previously disclosed must demonstrate that the evidence is material to the outcome of the case and that it could not have been discovered prior to the initial disclosure by an exercise of due diligence. The question of whether due diligence was exercised shall be determined by the arbitrator.

It shall be the function of the arbitrator, and he or she shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. The arbitrator

shall have no power to change any policy, or rule of the Board, nor to substitute his or her judgment for that of the Board as to the reasonableness of such policy or rule. The arbitrator shall not have the authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall be presented with and decide that issue at the outset of the hearing and shall decide if the grievance is arbitrable, subject to judicial review in accordance with law. The arbitrator may hear more than one (1) grievance at a time by mutual consent of the parties. The arbitrator shall have no authority to consider or rule upon any matter, which is not a grievance as defined in this Agreement. The discipline, suspension or termination of an employee who has been employed less than the full probationary period (first ninety calendar days for purposes of this Article), shall not be made the subject of a grievance.

In all disciplinary cases at arbitration, the Board shall have the burden of proof by a preponderance of the evidence. In all non-disciplinary cases at arbitration, the grievant and/or Union shall have the burden of proof by a preponderance of the evidence. The hearing shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service.

The arbitrator may not issue declaratory or advisory opinions and shall confine him or herself exclusively to the question, which is presented. The arbitrator shall issue a final and binding decision and award, subject only to appeal pursuant to applicable provisions of the law. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted.

## **Section 6 - Other Provisions**

A. Each party shall bear the expense of its own witnesses and its own representatives. The parties shall equally bear the expense of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration shall bear the cost of same. The Union shall not be responsible for costs of the arbitrator or the arbitration process if the Union does not desire to carry a specific grievance to arbitration. In such case, the grievant(s) may proceed to arbitration independently, provided that the costs thereof are assumed by the grievant(s). The Union, however, shall be entitled to be present during the arbitration hearing. The Union shall not be bound by any decision of any arbitrator in any case that they do not participate in.

B. All bargaining unit employees shall have the right to meet with a Union representative during regular work hours with pay for a period of time not to exceed one (1) hour where in the opinion of the grievant's immediate supervisor such access would not interfere with the duties or responsibilities of the grievant and where the Union is investigating the facts to file or pursue a grievance. Upon entering District property, Union representatives shall comply with the sign-in/sign-out procedures of the Board.

C. In dealing with the processing of grievances, Union representatives shall be granted reasonable access to classified personnel during the working day where in the opinion of the grievant's immediate supervisor such access will not interfere with the duties or responsibilities of the persons involved.

D. No reprisals shall be invoked against any party or parties for processing a grievance or participating in any way in the grievance procedure.

E. Documents of any kind or form pertaining to the initiating, processing or settlement of any grievance shall be placed in a separate file established solely for this purpose. Said separate file shall be accessible to the Union and to the grievant(s) and to the public to the extent required by law.

### **Section 7 - Back Pay**

Back pay, if any, shall be determined by the arbitrator; provided, however, that the arbitrator must take into consideration such factors as unemployment compensation or earnings after suspension or termination by the Board; provided, however, that the amount of back pay awarded shall not be reduced by the compensation earned by the grievant from the grievant's "normal" second job during the period of time he or she was on suspension or discharge.

### **Section 8 - Class Action Grievances**

The Union has the right to file a class action grievance on behalf of two or more bargaining unit employees of the same class. All class action grievances must be filed on the Union class action grievance form attached as Appendix D. In order to constitute a class action grievance, the employees involved must all have common duties, functions and responsibilities, or all must have the same grounds for the grievance. A class action cannot be instituted where disciplinary action is involved.

## **ARTICLE 15**

### **PROBATIONARY PERIOD**

#### **Section 1 - Probationary Appointment Status**

- A. All newly hired employees will be placed on a ninety (90) calendar day probationary status during which time the employee may be terminated without cause. Termination of a probationary employee shall not be subject to the grievance procedure.
- B. Probationary employees who serve the entire probationary period shall be given a short, written evaluation of their work after one month and again after three months.
- C. During the probationary period, employees will enjoy all rights guaranteed by this Agreement, with the sole exception of appeal through the grievance and arbitration procedure upon discharge. Probationary employees shall be entitled to health benefits and vacation accruals, if applicable, the first day of the month following ninety (90) calendar days of continuous employment.

#### **Section 2 - Regular Status**

Upon successful completion of the ninety (90) calendar days probationary period, an individual will be converted to a regular status employee.

#### **Section 3 - Return to Probationary Status**

A regular status bargaining unit employee who transfers to a different position within the bargaining unit with substantially different job responsibilities shall be placed under probation for a period ninety (90) calendar days as recommended by the supervising administrator. The employee shall be informed in writing by the hiring administrator that they are recommended for probation at the time they are offered the transfer.

- (1) At the conclusion of the ninety (90) calendar day probationary period, if the employee's performance is deemed satisfactory by the

supervising administrator, the employee shall be made a regular status employee in the new position.

(2) If at any time during the ninety (90) calendar day probationary period, the supervising administrator determines that the employee is not performing satisfactorily, the employee will be given the opportunity to return to the previously held position, if it exists and is available. If the previously held position does not exist or is not available, the employee shall be offered a similar position as determined by the District, if such position is available. An employee who refuses to accept an offer by the District for the same or similar position, the refusal will be considered a voluntary resignation. An employee who returns to a previous level shall retain the employment status previously held at that level.

## ARTICLE 16

### DISCIPLINE AND DISCHARGE

#### **Section 1 - Discipline**

A regular status employee may be disciplined and/or discharged for just cause, which may include, but is not limited to the following:

- a. Unsatisfactory job performance;
- b. Violation of the School Board Rules;
- c. Insubordination (refusal to follow a proper directive, order or assignment from a supervisor);
- d. Immorality as defined in Florida School Code;
- e. Misconduct in office as defined in Florida School Code;
- f. Incompetence as defined in Florida School Code;
- g. Willful neglect of duty as defined in Florida School Code;
- h. Drunkenness or under the influence of any illicit drug on the job;
- i. Conviction of any crime involving moral turpitude as defined in Florida School Code;
- j. Endangering the health, safety or welfare of any student or employee of the District;
- k. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction;
- l. An act committed while off duty, which because of its publication through the media or otherwise, adversely affects

the employees performance or duties, or disrupts the operations of the District, its schools or other facilities;

- m. Improper use of leave;
- n. Failure to perform assigned duties directly related to employee's job classification;
- o. Intentional or negligent damage to School Board property;
- p. Unethical use or administration of test materials;
- q. Failure to report to work;
- r. Any violation of the Code of Ethics and the Principles of Professional Conduct of the Education Profession of Florida.

The offenses listed above are examples only and are not intended to be all inclusive. Each situation will be treated on an individual basis, taking into consideration such factors as (1) the seriousness of the offense or performance deficiency; (2) the impact of the offense or performance deficiency on the employee's job performance; (3) the extent to which the offense or performance deficiency was the result of mistake or inadvertence; (4) the employee's length of service; (5) the employee's disciplinary record; (6) the impact on student(s) or employee(s) health, safety and welfare; and (7) mitigating or unusual circumstances. Notice of any proposed suspension, discharge or other disciplinary action shall be given in writing to the employee at least 10 days before the Board takes action on the disciplinary action.

## **Section 2 - Progressive Discipline**

It is the School Board's policy to emphasize an individual's responsibility for managing his or her performance, behavior, and promoting the proper management of the operations and employees. The Board's system of corrective actions focuses on communicating an expectation of change and improvement while at the same time maintaining concern for the seriousness of the situation. If an employee has a conduct, attendance, or work performance problem, corrective action may be necessary to address

the situation. The Board's approach is designed to provide the opportunity to correct deficient performance and build commitment to expected performance in a manner that is fair and equitable to all employees. Each step is a reminder of expected performance, stressing decision making and individual responsibility.

If an employee has a conduct, attendance or work performance problem, corrective action may be necessary to address the situation. Corrective actions are normally progressive in nature, except where the seriousness of the offense warrants deviation from the normal progressive disciplinary system. Progressive discipline ordinarily will involve any or all of the following steps:

A. Consultation. Initial minor infractions, irregularities or deficiencies shall first be privately brought to the employee's attention by the supervising administrator. A notation that consultation was held, and the nature of the consultation shall be noted into the employee's personnel file. The purpose of consultation is to allow the supervising administrator to bring to the employee's attention the need to improve his/her performance, work habits, behavior or attitude and to serve as a warning against further repetition of the unsatisfactory conduct/performance. The supervising administrator should utilize the occasion to identify and define the area needing improvement and inform the employee as to how such improvement can be achieved. A Performance Improvement Plan should be considered at this juncture of the progressive disciplinary process.

B. Verbal Warning. If the conduct persists, the supervising administrator shall speak with the employee in private to issue a verbal warning. The supervising administrator shall inform the employee of the basis for the verbal warning and, where appropriate, the steps the employee must take to prevent further disciplinary action. Written notation of the verbal warning shall be placed in the employee's personnel file. This notation shall not be used as the basis for further progressive discipline if no other disciplinary action occurs within twelve (12) months from the date of said warning. A performance improvement plan should be considered at this juncture of the progressive disciplinary process.

C. Written Warning. If the conduct continues, a written warning may be given to an employee. The written warning shall be dated and signed

by the supervising administrator and shall include a complete description of the incident or problem, referring to specific times, dates, locations, personnel involved and rules violated. The written warning shall also describe the steps the employee must take to prevent further disciplinary action from occurring. The employee will be notified that further problems may result in more severe disciplinary action up to and including discharge. The written warning shall be given to the employee in private. The employee shall sign the original reprimand which will not necessarily imply that the employee agrees with the contents of the written warning, but only that the employee received it. The written warning shall not be used as the basis for further progressive discipline if no other disciplinary action occurs within twelve (12) months from the date of the written warning. Performance Improvement Plan should be considered at this juncture of the progressive disciplinary process.

D. Suspension With/Without Pay. The Superintendent has the authority to suspend employees with pay, or without pay upon recommendation to the Board. A notice of suspension shall be issued to the employee in writing, dated and signed by the Superintendent. The written notice shall contain a reasonably complete explanation of the conduct or performance that is the reason for the suspension and the steps the employee must take to prevent further disciplinary action. The specific days of suspension shall be recommended by the supervising administrator and clearly set out in the notice.

E. Termination. In those situations where the progressive disciplinary steps have not resulted in modification of the identified behavior, or where the employee commits a serious infraction, the employee may be terminated from employment. A termination must be made by recommendation of the Superintendent to the Board.

### **Section 3 - Suspension or Reassignment Pending Investigation of Misconduct**

A. Conduct on Duty. An employee may be suspended when his/her inappropriate behavior is so serious that immediate removal from the work place is necessary. The employee shall be required to leave school district property pending investigation and the period of suspension shall be without pay. A suspended employee may not be permitted to work on his/her normal day(s) off, nor take paid leave time, nor make up the time

by working overtime in lieu of a payroll deduction for the period of suspension. Some examples would be theft, gross insubordination, threat of violent action, destruction of district property, and violation of the School Board Drug Free Workplace Policies. When an investigation has been completed, the appropriate disciplinary step, if any, will be applied.

B. Illegal Conduct On or Off Duty. Employees who are arrested and/or charged with serious criminal offenses may be placed on suspension without pay until final resolution of their case is determined by the court or until the Board completes its internal investigation of the matter. A suspended employee may not be permitted to work on his/her normal day(s) off, nor take paid leave time, nor make up the time by working overtime in lieu of payroll deduction for the period of suspension. Depending upon the results of the Board's investigation or any adjudication by the court, the employee may then be disciplined up to and including discharge. If an employee is found not guilty by the courts and cleared by the Board's internal investigation of any violations of policy, the individual will be made whole. All employees must comply with reporting of arrests as per School Board policy.

C. An employee who is suspended may pursue appeal rights pursuant to Article 14 of this Agreement and Section 1012.40 Florida Statutes.

#### **Section 4**

An employee will be afforded the opportunity to have union representation during the disciplinary process including the issuance of verbal and written discipline.

## **ARTICLE 17**

### **VACANCIES AND PROMOTIONS**

#### **Section 1 - Definitions**

A. A vacancy shall be defined as a newly created bargaining unit position or a bargaining unit position that has been permanently vacated by an employee provided the position has not been eliminated. This shall not include those vacancies created where the supervising administrator determines that a position can be filled by reassignments as set forth in Section 3 (Vacancies & Reassignments) below. This article shall only apply to vacancies that occur for positions within the bargaining unit. This article shall not apply to those vacancies that occur as a result of an employee taking a leave of absence as defined in Article 18 of the Agreement.

B. A promotion shall be defined as the movement of an employee from one job classification in the bargaining unit to another job classification in the bargaining unit that carries a higher pay grade.

C. A lateral transfer shall be defined as the movement of an employee from one job classification in the bargaining unit to another job in the bargaining unit that carries the same or similar pay grade, whether the same job classification or not.

D. A demotion shall be defined as the movement by the supervising administrator of an employee from one job classification in the bargaining unit to another job classification in the bargaining unit that carries a lower pay grade.

#### **Section 2 - Vacancies**

A. When the hiring administrator determines vacancies to post, he or she shall post such vacancies through Human Resources at least five (5) days before the final date for application. Each hiring administrator shall be responsible for notifying Human Resources of vacancies to post.

The District's Master Vacancy List, compiled by Human Resources shall include the following information: job title, initial posting date, work site location, name of supervising administrator, and deadline for submitting an application for the vacant position. Each hiring administrator shall make available, upon request, information regarding the qualifications of

the job and job description. The process of interviewing and selecting a candidate for the vacancy shall not begin until after the deadline for submitting applications has passed. The work site administrator or school principal may contact applicants to schedule interviews prior to the deadline. Interviews may not begin until after the deadline.

B. In order to be considered for the position, individuals must submit a letter of intent to the administrative supervisor that oversees the advertised position prior to the established deadline. Individuals may include a current resume and any other pertinent, job-related information.

C. It shall be the responsibility of the hiring administrator to hire the best qualified candidate from the applications submitted, including any external applicants. In making decisions relating to vacancies the hiring administrator shall take into consideration job qualifications and certifications, evaluations, attendance, experience, certifications and previous disciplinary actions. If all these factors are otherwise equal, seniority shall prevail.

### **Section 3 -Vacancies with Reassignments**

Where a vacancy occurs within a work group as a result of an employee resigning, retiring or otherwise separating, and the administrative supervisor determines that he or she can fill the vacancy by offering reassignments to current employees within the workgroup, the supervising administrator shall advise current employees at the work site who are qualified for the vacant position that a vacancy has been created. Employees in the work group who are interested in filling the vacancy shall so indicate in writing to the supervising administrator. The Supervising administrator will consider any qualified employees who apply. "Work group" shall be defined as those groups of employees having common duties and job title.

### **Section 4 – Promotions**

A. Whenever a bargaining unit employee applies for a posted vacancy that would result in a promotion to the employee, the supervising administrator filling the position will consider all applicants, including candidates external to the system.

- B. Individuals who apply for a vacant position that would result in a promotion to the employee will be notified in writing by the hiring administrator whether they have been selected for the position.
- C. Employees selected to fill a vacancy that would result in a promotion shall have their base rate increased to the minimum of the new classification's pay grade.
- D. In making decisions relating to promotions within the bargaining unit the hiring administrator shall take into consideration job qualifications and certifications, evaluations, attendance, experience, certifications and previous disciplinary actions. If all these factors are otherwise equal, seniority shall prevail.

## **ARTICLE 18**

### **LEAVES**

A leave of absence is permission granted by the School Board or allowed under its adopted policies, Chapter 6.0 School Board Rules, for an employee to be absent from duty for a specified period of time with the right to return to employment upon the expiration of leave. Any absence of a member of the bargaining unit from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purposes set forth in the leave application. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to proper authority.

Generally no leave except military leave or illness-in-the-line-of-duty, will be granted for a period in excess of one year. Illness-in-the-line-of-duty leave may not be extended beyond the maximum medical improvement date or a maximum of two (2) years from the date of injury, whichever is the earliest date. Leave may be with or without pay as provided by law, regulations of the State Board, and School Board Rules. For any absence that is without pay, the deduction for each day of absence shall be determined by dividing the annual salary by the number of days/hours for the employment period.

A leave shall not be granted to any employee to accept other employment. Accepting employment while on a leave of absence cancels that leave automatically. The person on leave will be notified that he/she must return to work with the School Board immediately, resign, or be terminated.

For any medical related leaves of absence, the district reserves the right to require a fitness for duty certification prior to the employee returning to work.

The Superintendent shall develop procedures to implement leave policies.

The Board agrees to provide the Teamsters with a seven day notice of any proposed change in the following leave policies. The Board, upon receiving a request by the Teamsters in writing no less than seven days after its receipt of this notice, agrees that it will negotiate the impact that any proposed change in leave policies would have on bargaining unit members.

**EFFECTIVE DATE FOR LEAVE, SUSPENSION, OR TERMINATION**

The effective date of any employment termination or unpaid leave of absence shall be the first day on which a School Board employee is not paid, unless otherwise provided herein. The effective date of any suspension or paid leave of absence shall be the first day on which a School Board employee does not work. The following provisions apply to paid benefits for a holiday(s):

- I. An employee who terminates employment the day before a holiday shall not receive pay for the holiday(s). The termination date shall be considered the last date for which the employee is paid.
- II. A professional support employee, out on any unpaid leave any part of the day before a holiday, will not receive pay for the holiday.

**DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

The Deferred Retirement Option Program (DROP) as defined in chapter 121, Florida Statutes, is an alternative method of deferred payment of retirement benefits for up to sixty (60) after an eligible member of the Florida Retirement System reaches his/her normal retirement date but wishes to continue employment with a Florida Retirement System employer. In order to participate, the employee must submit a binding letter of resignation, establishing a deferred termination date. DROP will allow the participant to defer all retirement benefits payable during the DROP period. Upon termination of DROP, the participant will receive the DROP benefits and their regular retirement benefits under Chapter 121, Florida Statutes.

- I. Participation in DROP - All members of the Florida Retirement System are eligible for DROP. Members electing to participate in DROP must meet the eligibility and timeline requirements outlined in Florida Statute.
- II. Benefits Payable –
  - A. Sick Leave - Employees will be paid terminal pay for accumulated sick leave at retirement, or, if service is terminated by death, to his/her beneficiary. Upon election to participate in DROP, and based upon the employee established deferred termination date, previously accumulated sick leave shall be paid the employee according to the salary established at the time of entry into the DROP Program in the following prorated installments:
    - 1. Deferred Termination date - Payment schedule

- a. 0 through 12 months:  
1 lump payment in the month following the last day worked
  - b. 13 through 24 months:  
50% at the end of the first 12 month and final payment in the month following the last day worked.
  - c. 25 through 36 months:  
33-1/3% at the end of each 12 month period and final payment in the month following the last day worked.
  - d. 37 through 48 months:  
25% at the end of each 12 month period and final payment in the month following the last day worked.
  - e. 49 through 60 months:  
20% at the end of each 12 month period and final payment in the month following the last day worked.
2. Sick leave will be earned during DROP as prescribed by Florida Statutes. Accumulated sick leave earned during DROP participation will be paid to the employee at the end of their DROP participation or as prescribed in any Board approved alternative retirement plan.
  3. It is in the intent of this policy that an individual entering DROP will be allowed to use sick leave which was accrued prior to their retirement and entrance into DROP. The procedures for utilization of such leave shall be as follows:
    - a. Sick leave earned prior to DROP shall be calculated in accordance with School Board Policy.
    - b. The value of each sick day will be computed according to the salary established at the time of entry into the DROP Program. Should a DROP participant use a sick day(s) accrued prior to entrance into DROP, the monetary value of their

remaining sick days shall be reduced by the value of the sick days used.

- c. Final adjustments in the total amount of compensation for accrued sick leave will be made prior to the final payment at the end of DROP.
- B. Annual Leave - Employees electing to participate in DROP shall be entitled to terminal pay for accrued annual leave as required by state law, Board Policy and/or union contract. Upon election to participate in DROP, and the employee's election to receive a lump-sum payment of accrued annual leave, payment shall be made in the last paycheck prior to the effective beginning date of DROP.
1. Annual leave earned prior to entering DROP which exceeds the maximum lump sum payment allowed by Board Policy may be used during DROP, however, the employee shall not be entitled to compensation at the end of DROP for any unused portion of the accumulated leave.
  2. Employees will earn annual leave during the DROP period as prescribed by Florida Statute, Board Policy and/or union contract. Annual leave accumulated during DROP participation will not be paid to the employee at the end of DROP participation, except to the extent the employee has earned additional annual leave which combined with the original payment does not exceed the maximum lump-sum payment allowed by Board policy.

## **VACATION LEAVE**

- I. Twelve (12) month professional support employees shall accumulate vacation as follows:  
  
One (1) day for each month of employment for those employed by the District for less than five (5) active service years.  
  
One and one-fourth (1 1/4) days per month of employment for those employed five (5) active service years or more.  
  
One and one-half (1 1/2) days per month of employment for those employed ten (10) active service years or more.
- II. Earned leave shall be credited at the end of the month. An employee earning pay for at least seventy-five percent (75%) of the workdays in the month shall be treated as earning benefits for a month of employment.

- A. A full time employee whose normal working day is less than eight (8) hours shall earn and use vacation days in proportion to hours worked.
- B. No professional support staff employee shall earn more than one and one half (1 1/2) seven and one-half (7 1/2) hour vacation days per month. A maximum of eighty (80) vacation days may be accrued by an employee.
- C. Annual vacation leave time for an individual employee shall be approved by the Superintendent/designee and scheduled so that there will be a minimum disruption of the operation of the school system.
- D. At the time of retirement or separation of employment, unused vacation leave shall be paid as terminal pay. For employees with five (5) or more years experience in the District, terminal pay shall be made to the District's Section 401(a) qualified Special Pay Plan to the extent allowed by the plan document and applicable law. Those persons entering the Deferred Retirement Option Programs (DROP) may choose to receive payment for all or part of their accumulated vacation leave at the time of entrance into the DROP. Those persons choosing to receive a partial payment will receive the remainder at the time of separation from employment. Total payment shall be limited to sixty-nine (69) days.
- E. A leave application shall be filed with the Superintendent or designee showing the annual leave dates.
- F. Annual leave used shall be charged to accumulated balances on a last-in-first-out basis.

**FAMILY AND MEDICAL LEAVE**

- I. In compliance with the Family and Medical Leave Act of 1993, full time qualified school employees are entitled to take up to twelve (12) weeks unpaid leave a year for the following reasons:
  - A. The birth of the employee's child;
  - B. The placement of a child with the employee for adoption or foster care;
  - C. To care for the employee's spouse, child, or parent who has a serious health condition; or

- D. A serious health condition rendering the employee unable to perform his/her job.
- II. Employees are to provide at least thirty (30) calendar days notice, if possible, of their intention to take leave. Medical certification that the leave is needed is required for the employee's own serious health condition or that of a family member. The School Board will continue the employee's health insurance under the same conditions as if the employee were working. Upon returning from leave, the employee will be restored to the same or equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

**ILLNESS-OR-INJURY-IN-LINE-OF-DUTY LEAVE**

- I. Any employee shall be entitled to illness-or-injury-in-line-of-duty leave for a period not to exceed ten (10) working days per fiscal year when he/she has to be absent from work because of a personal injury received in the discharge of his/her duties or because of illness from any contagious or infectious disease contracted in the performance of his/her duties. Illness-in-the-line-of-duty leave is intended to deal with the illnesses normally known as childhood diseases, such as mumps, measles, and chicken pox. This leave does not include normal adult illnesses, such as colds and influenza. This leave is non-cumulative.
- II. In order to be considered for injury-in-the-line-of-duty leave, the following conditions shall be met:
  - A. The employee must provide written testimony or evidence that his/her injury was received in the line of duty.
  - B. The employee must supply a letter from a medical doctor who treated the patient, stating that in his/her opinion, there is a strong probability that the illness was contracted at the work site.
  - C. The employee must file a written claim as outlined below.
  - D. The employee must complete a drug test with negative results.
- III. Leave for any employee, as prescribed by law, shall be authorized for a total not to exceed ten (10) working days during any school fiscal year for an illness contracted or an injury sustained in the line of duty. The employee granted such leave is entitled to full pay status for a period not to exceed ten (10) working days. If the employee is unable to resume work at the end of a ten (10) working day period, he/she may elect to use accrued sick leave and receive salary payments.

- IV. It is the goal of the Board to avoid whenever possible lost time due to injuries. In the event of a lost-time injury, the goal is to return the employee to productive employment as soon as possible. Guidelines for returning employees to productive employment on a temporary and long term basis can be found in the procedures manual.

#### **JURY/WITNESS DUTY**

- I. An employee of the Board who is summoned as a member of a jury panel may be granted temporary duty leave. Any jury fees may be retained by the employee. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a juror.
- II. An employee who is subpoenaed as a witness, not involving personal litigation, may be granted temporary leave. Any witness fees may be retained by the employee. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a witness.
  - A. When an employee is subpoenaed in line of duty to represent the Board as a witness or defendant, he/she may be granted temporary duty leave, since his/her appearance in such cases shall be considered a part of his/her job assignment. The employee may retain any fees received from the court. In the event no fees are received from the court, he/she may be paid per diem and travel expenses.
  - B. In no case shall temporary duty leave be granted for court attendance when an employee is engaged in personal litigation. In such cases, an employee may request personal leave.

#### **MILITARY LEAVE**

- I. Military leave shall be granted to an employee who is required to serve in the armed forces of the United States or of the state of Florida in fulfillment of obligations incurred under the Selective Service Laws or because of membership in the reserves of the armed forces or the National Guard. When an employee enters voluntarily into any branch of the armed forces for temporary or an extended period of service, military leave shall be granted at the School Board's discretion. However, an employee whose absence will interfere with the orderly operation of the school program shall be denied military leave except in unusual cases.

II. An employee granted military leave for extended active duty shall, upon the completion of the tour of duty, be returned to employment without prejudice, provided that an application for re-employment is filed within six (6) months following the discharge date or release from active military duty. Following receipt of the application for reemployment, the School Board shall have a reasonable time, not to exceed six (6) months, to assign the employee to duty in the same or similar position he /she left in the District.

III. Compensation allowed during military leave shall not exceed seventeen (17) working days as provided in Section 115.07, Florida Statutes.

IV. Extended Active Duty During National/Regional Emergency

A. District employees who are reserve members of the armed forces or National Guard shall be granted benefits as stated below, provided the following conditions are met:

1. The appropriate federal or state authority has declared a national or regional emergency.
2. The employee called to active duty provides a copy of his or her official orders for active duty.
3. The period of active duty exceeds seventeen (17) working days.

B. Salary

1. For the first thirty (30) days of active duty, the employee shall receive all District salary and benefits regardless of compensation received from the active duty service.
2. For any period exceeding an initial thirty (30) days of active duty for up to eighteen (18) months, the employee shall be entitled to receive from the District salary or wages equal to the difference between the employee's military pay and the employee's District salary, provided the employee's military pay does not exceed his/her District salary or wages. The employee must provide the District with all documentation necessary to permit the aforementioned computation prior to the expiration of the initial thirty (30) day period. For periods beyond eighteen (18) months, the Board will review and consider approval for any further extensions.
3. Employees who do not request District pay or who fail to provide the documentation required in this policy shall not

be entitled to receive any District salary or wages as set forth in this policy.

C. Benefits

If the employee provides documentation of orders for active duty and requests benefit continuance in writing, the employee shall be entitled to continue to receive District health or other insurance benefits. The Board's contribution toward benefits will continue. The employee will continue to pay the employee portion of all premiums.

D. Continued Employment

Notwithstanding any other provision in Board rules or policy, employees called to active duty pursuant to this section shall be granted military leave for period of active duty without loss of seniority and shall be entitled to reemployment upon release of active duty as provided in School Board Policies.

- V. An employee who enters active military service shall be governed by the provisions of Sections 115.09, 115.14, 121.111, and 250.341, Florida Statutes.

**PERSONAL LEAVE**

- I. Personal Leave Chargeable to Sick Leave - Employees may be allowed six (6) days paid leave for personal reasons each year to be charged against accrued sick leave. Such leave shall be non-cumulative and any request for such leave shall be approved, in advance, by the Superintendent or his/her designee.
- II. Unpaid Extended Personal Leave - Extended leave shall be defined as leave without pay for more than ten (10) consecutive days. Employees shall make written application for such leave without compensation. Professional support staff shall be eligible for extended leave without pay after three (3) or more years of continuous service. The three (3) year requirement may be waived in extenuating circumstances as recommended by the Superintendent and approved by the Board. Extended leave, when granted, shall not exceed one (1) year, except that military leave shall be granted for a longer period as necessary for the completion of active duty. Maternity leave is exempt for then three (3) year provision. Personal leave shall terminate at the end of the contractual period. Personal leave may be granted at the discretion of the School Board as hereinafter provided:

- A. Leave to serve in the armed services.
- B. Leave for academic study.
- C. Leave for serving in the Peace Corps.
- D. Leave for child rearing (for natural or adoptive child).
- E. Leave for childbearing or adoption.
- F. Leave to run for or serve in an elected office.
- G. Leave to participate in exchange programs in other states or countries.
- H. Each extended leave-without-pay request shall be considered on its own merit by the School Board. Return from leave is contingent on there being a vacant position in the system which the employee is qualified to fill. Requests for extended leave to take another position for salary shall be denied unless there are extenuating circumstances that are acceptable to the Board.

### III. Personal Leave Without Pay

- A. Professional support staff employees may be granted personal leave without pay for ten (10) days per any twelve month period or less by the supervisor provided the request is submitted at least one (1) week prior to the beginning date of the leave. Employees absent without leave shall be subject to dismissal. An employee having vacation or personal charged to sick leave available may not receive personal leave without pay except in circumstances approved by the Superintendent.
- B. An employee on personal leave, without pay, may not receive holiday pay unless he/she works or is on paid leave the day before and day after the holiday. Anyone on personal leave without pay for more than ten (10) days per any twelve month period shall be placed on extended leave, if eligible, and the position advertised. Professional support staff employees who are not eligible for extended leave will be terminated after ten (10) days of personal leave without pay per any twelve month period. The Superintendent may extend this leave in extenuating circumstances.

### **SICK LEAVE**

- I. Any full time employee of the District who is unable to perform his or her duty in the District on account of personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his/her own household, and consequently has to be absent from his/her work shall be granted leave of absence for sickness by the Superintendent. Sick leave must be certified by an application signed by the applicant and approved by the principal or supervisor.
  - A. Sick leave may be taken for maternity.
  - B. Sick leave for professional support staff shall amount to one (1) day for each month of employment to be credited at the end of the month and may be earned at the rate of one day per month.
  - C. An employee earning pay for at least seventy-five percent (75%) of the workdays in the month shall be treated as earning benefits for a month of employment. Such sick leave shall be cumulative from year to year.
  - D. There shall be no limit on the number of days of sick leave a member of support staff may accrue.
  - E. Sick leave used shall be charged to accumulated balances on a last-in-first-out basis.
  - F. In cases of investigated sick leave abuse, the supervising administrator may recommend to the Superintendent that the employee present a certificate of illness from a licensed physician.
  - G. Employees working in a combination of two (2) or more positions shall be assigned a primary position and shall be entitled to all benefits earned in the position. All other work shall be considered as extra pay and no additional benefits will be earned.
  - H. Employees formerly employed by the School District shall have any accumulated sick leave reinstated upon reemployment. The reinstated leave shall be reduced only to the extent that the number of days used in another district exceeds the number earned in that district.
  - I. An employee may authorize his or her spouse, child, parent, or sibling who is also an employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his/her sick leave has been

depleted, excluding sick leave from the sick leave pool. Donated sick leave shall have no terminal value.

### **TEMPORARY DUTY ELSEWHERE**

- I. An employee may be assigned to be temporarily away from his/her regular duties and place of employment for the purpose of performing other educational services, including participation in surveys, professional meetings, study courses, workshops and similar services of direct benefit to the School District. Such assignment may be initiated by the Superintendent or by the individual who desires the temporary duty as days of duty.
- II. The Superintendent shall develop procedures and guidelines to implement this policy.

### **PALLBEARER**

The school principal or any department head is authorized to approve any employee's request to serve as a pallbearer.

### **CHARTER SCHOOL LEAVE**

An employee of the School Board may take unpaid leave to accept employment in a Charter School upon the approval of the School Board. While employed by the Charter School and on leave that is approved by the School Board, the employee may retain seniority accrued in the School District and may continue to be covered by the benefit programs of the School District, if the Charter School and the School Board agree to this arrangement and its financing. The employee must apply for Charter School Leave on an annual basis. An employee who is granted Charter School Leave may not participate in the sick leave pool because the employee is not an employee of the District while on Charter School leave. If the District at the end of the leave employs the employee, the employee may participate in the sick leave pool and will be credited with accumulated sick leave in accordance with School Board policy when the employee returns.

### **NATURAL DISASTER LEAVE**

If an employee is affected by a Natural Disaster in the county where the employee resides, then that employee may be eligible for Natural Disaster Leave.

- I. Natural Disaster - A Natural Disaster means a tornado, hurricane, flood, fire or similar event.
- II. Eligibility - An employee may be eligible for Natural Disaster Leave if the employee or the employee's immediate family (spouse, parents, grandparents, children, grandchildren, or siblings) have been directly affected by the natural disaster. A person is directly affected by the natural disaster under the following circumstances:
  - A. Personal injury as a result of the natural disaster;
  - B. Substantial loss of property as a result of the natural disaster.
- III. Application - An eligible employee may file an application for a maximum of ten (10) days of paid Natural Disaster Leave. The application must include documentation to support the employee's eligibility and the number of days requested. An eligible employee must file an application for Natural Disaster Leave within sixty (60) days of the natural disaster.
- IV. Approval of Leave - A determination of eligibility for Natural Disaster Leave is solely within the discretion of the Superintendent/designee. The number of days of Natural Disaster Leave granted to an eligible employee is also solely within the discretion of the Superintendent/designee. An employee who has been granted Natural Disaster Leave may request an extension of the number of days of the leave. Approval of an extension is solely within the discretion of the Superintendent.
- V. Reimbursement - The Natural Disaster Leave shall be paid retroactively to eligible employees as a reimbursement after their application has been approved by the Superintendent.

#### **EMPLOYEE VOLUNTEER LEAVE**

All full time employees of the School District, who have been employed for three (3) consecutive months, may receive a maximum of two (2) hours of paid discretionary volunteer leave, for every calendar month of the school calendar year, for the purpose of volunteering, mentoring, or otherwise assisting in Osceola County public schools. For the purposes of this policy, the school calendar year is defined as the adopted student school year consisting of one-hundred eighty (180) days. An employee is eligible for this leave after three (3) months of consecutive employment. Discretionary volunteer leave time is non-cumulative.

It is the responsibility of the employee to make prior arrangements regarding the appropriate completion of their job responsibilities during the requested

leave. The employee must submit the proposed arrangements for completion of job responsibilities and requested leave time in advance to the employee's direct supervisor for approval.

## ARTICLE 19

### TRANSPORTATION

#### Section 1 – Route Assignment

##### Route Assignment

A. All driver and attendant routes that are newly created or vacant shall be posted and filled by seniority prior to the pre-school meetings with area managers. Once the bidding goes through the first complete cycle, a list shall be compiled of routes to be re-bid. The bidding will continue until all routes have been bid. This process will be monitored by no more than four union stewards. The union and Management will meet the day prior to bidding to discuss the bidding process. All bidding shall be performed during non-work hours and employees shall not be paid for time spent conducting bids

B. A probationary driver or probationary attendant may bid on their first route from a list of posted routes approved by management. The driver or attendant cannot bid again on any route while on probation. Any driver or attendant on probation may be administratively placed on a vacant route for the duration of their probation period.

C. All route postings shall include the designated bus compound, total daily hours, the schools served, location of stops, route numbers and the starting and ending times of the route. All routes, however, are subject to change based on program changes as well as the addition or deletion of stops that have a financial impact to the District. The Board will not change total daily hours by more than thirty (30) minutes except to avoid a financial impact to the District. This shall not include any designated ESE routes.

D. A bus driver or attendant who meets the qualifications to drive a bus for the School Board shall be eligible to bid on and drive any route with the exception of routes designated specifically for special needs students. Immediate family members shall not be allowed to be placed on the same route. ESE routes and P.A. positions and Project Future will only be awarded to those individuals who have completed the required training as provided by the Board. Once a bus driver or attendant is awarded to an ESE route or P.A. position, he/she shall receive compensation at their hourly rate for any required training needed to qualify for said position. This stipulation does not restrict a bus driver who drives a bus for exceptional educational students and students with special needs from

bidding on and being assigned to any and all routes.

E. If a route becomes available within the first two (2) weeks of school, it will be posted and awarded but will not take effect until the successful bidder has completed the seating chart, registration forms and student passenger list for his or her current route.

F. During the school year, all vacant routes shall be posted no later than the first Monday following the vacancy at the Simpson Road Facility, St. Cloud Facility as well as the Horizon Site for at least five (5) workdays. The name of the driver or attendant if known will be listed on the bid. Routes shall be awarded to the driver or attendant with the most seniority. The successful bidder shall be notified of his or her selection within three (3) workdays after the posting has been taken down. The successful bidder must remain on the awarded bid for a minimum of ninety (90) days before being eligible to bid again on vacancies and new routes.

When a route is dissolved during the summer causing the Driver/Attendant to bid on a route prior to the start of a school year, the Driver/Attendant will not be held to the 90-day bidding restriction. The Driver/Attendant may bid on all vacant routes during the 90-day period. If awarded, the 90-day restriction begins. All required paperwork must be completed prior to starting the new route.

G. If a route becomes available during the last six (6) weeks of school, it will be filled by a permanent/alternate or if one is not available, a substitute driver, for the remainder of the school year and posted in accordance with paragraph (A) above, for the beginning of the next school year.

H. All extra work runs that are not a part of a route shall be posted with the same guidelines as any vacant/open route. Management does however reserve the right to restrict overtime. All extra work runs that are not at the overtime rate will be listed on the extra work run posting.

I. Drivers/Attendants interested in extra work, other than bus runs, shall sign up on an extra work list. The work shall be assigned by seniority using a rotation on a weekly basis. When a driver or attendant has received an extra work assignment for the week (Sunday through Saturday), that person would not be offered another extra work assignment until all of the individuals on the extra work list have been offered an extra work assignment. Drivers and attendants shall only be able to take one piece of extra work per day. Anyone wanting to be placed on the list shall only be allowed to sign-up during the last week of the preceding month and the list will begin the first day of the next month. Only those employees that have passed the District typing test shall be offered those assignments which require typing skills. The sign-up sheet shall be kept on the reception desk at the Simpson Road, St. Cloud, and Horizon facilities.

J. Project Future, for days not covered by a regular run, will be bid in seniority order.

## **Section 2 - Field Trips**

Drivers, Attendants and Permanent Alternates may sign on/off the field trip list three (3) times per school year. Any person signing on/off field trip list after assignments have begun will be credited with the average number of hours of all the Drivers, Attendants, and Permanent Alternates on the list. Drivers, Attendants, Permanent Alternates will be assigned to a list according to the last school/agency served in the AM and the last stop of the route in the PM. A list will be posted in the field trip cabinet showing what school/agency is served for each list.

### The List Will Be As Follows:

8 AM to 3 PM Eastside – Days 8

AM to 3 PM Central – Days 8

AM to 3 PM Westside – Days

AFTER 3 PM Countywide (Night)

Extreme Emergency Field Trip List (within 24 hrs only)

Non school days, Weekends, and Holidays – Countywide

Over-night Field Trips (including Grad Night) – Countywide

Elementary swim shuttles grouped 5 days at a time

Any trip starting between the hours of 8:00 AM and 3:00 PM will be a day trip and any trip starting after 3:00 PM to 8:00 AM will be a night trip.

Field Trips will be assigned in the Transportation Department using the T.O.M. program no more than thirty (30) days in advance of the trip and no less than five (5) days in advance. All Field Trips that use county buses will be operated by bargaining unit employees unless none are available to perform the trip.

Field Trips will be assigned in seniority order for the first round and then they will be assigned by hours as equitably as feasible using hours worked as the equalizer. Absent and emergency Field Trips will be assigned in order, beginning with the Driver, Attendant, and Permanent Alternates with the least amount of credited hours. NO Fields Trips will be manually assigned unless it is an extreme emergency (within twenty-four (24) hours).

No Driver, Attendant, or Permanent Alternates may change his/her permanent time schedule to accommodate a field trip departure time.

Any employee not on the Field Trip List will not be offered a Field Trip unless it is an emergency to assist in a missed trip/no show, within six hours of notification.

The Employee's Summary Report as produced by the TOM Program will be posted weekly in a separate locked bulletin board labeled "Field Trips Only" and will be posted at all fueling compounds.

All ESE Field Trips requiring the transport of a wheel chair will have a Transportation Attendant assigned to them.

Transportation Department will supply gate openers for all Field Trips assigned during non-working hours that depart from any gated transportation facility or any future transportation facility with an electronic gate.

All Field Trips will have an adult from the school on the bus.

All field trip requests will be assigned based on the following as indicated on the field trip request form: Number of elementary will not exceed three (3) per seat, middle and high school will not exceed two (2) per seat.

There will be a two (2) hours minimum for all field trips for Drivers, Attendants, and Permanent Alternates or actual hours whichever is greater.

Drivers, Attendants, and Permanent Alternates will receive, in addition to pay for actual field trip time, thirty (30) minutes at their applicable rate of pay on non-school days, weekends, and holidays to complete the following:

- A. Pre-tripping
- B. Post-tripping
- C. Fueling
- D. Cleaning
- E. Paperwork

All Drivers, Attendants, and Permanent Alternates will adhere to the Field Trip procedures.

### **Cancellations**

- A. Drivers, Attendants, and Permanent Alternates will be paid two (2) hours when field trip(s) are cancelled within forty-eight (48)

hours of the scheduled trip time. Except in cases where the trip(s) were cancelled due to inclement weather.

- B. Drivers, Attendants, and Permanent Alternates will be paid fifty (50) percent of the original requested hours and no less than two (2) hours minimum for trips less than two (2) hours for Field Trips cancelled without written notification during non-working hours.

### **Emergency Field Trips**

Any Field Trip less than seventy-two (72) hours.

- A. Will not be counted as a refused Field Trip if refused.
- B. Will be credited to Driver, Attendant, and Permanent Alternate.

Any Field Trip less than twenty-four (24) hours.

- A. Will be considered an extreme emergency.
- B. Will be assigned by an extreme emergency field trip list. This list will be based on seniority and rotated until all drivers/attendants are utilized. The hours will be credited to those taking the trips.

### **Refusals**

Without documentation will be considered as Field Trip worked and the hours will be credited to the Driver, Attendant, and Permanent Alternate as if the trip had been taken. Documentation for the following will be accepted, for illness, mandatory transportation meetings, jury duty or mandated court appearances.

- A. Documentation within forty-eight (48) hours will not be credited against Driver, Attendant, and Permanent Alternate.
- B. Three (3) refusals without documentation will result in removal from Field Trip assignments for remainder of school year.

### **No-Show**

First occurrence – removal from Field Trip list for remainder of semester.  
Second occurrence – removal from Field Trip list for remainder of school year.

**Tardy without Notification and/or Unprepared for Trip  
Unauthorized leaving of Field Trip Site**

First occurrence – written documentation.

Second occurrence - removal from Field Trip list for remainder of semester.

Third occurrence – removal from Field Trip list for remainder of school year.

**Paperwork**

Must be filled out properly and turned in within twenty-four (24) hours of Field Trip. If Field Trip is on the weekend, must be turned in the following workday morning.

First occurrence – verbal

Second occurrence - written documentation

Third occurrence – removal from Field Trip list for remainder of semester

Fourth occurrence – removal from Field Trip list for remainder of school year

**Section 3 - Pay For All Hours Worked**

A. Bus drivers and attendants will be guaranteed five (5) hours at their regular rate of pay. Permanent alternates or permanent alternate attendants will be guaranteed seven and one-half (7 1/2) hours at their regular rate of pay.

B. The following tasks shall not be considered part of a bus driver's or attendant's normal workday:

1. Pre-approved major bus cleaning.
2. Meetings approved by district administrators and/or area managers with students, parents and/or other district administrators and that occur after the end of the employee's work shift.
3. Reviewing and delivering bus videotapes to schools and departments as requested by principals and other district administrators and/or area managers.
4. Mechanical failure of the bus, beyond work hours.
5. Motor vehicle accidents, beyond work hours.
6. Writing referrals (for attendants only).
7. FTE Paperwork.

8. Driver liaison duties.
9. Service dates beyond route hours.
10. Creating a student emergency list.
11. The required reoccurring training conducted each year for drivers will begin at their designated work site. Drivers will be paid for time spent in this required workshop.

When performing these tasks and other work assignments outside the designated workday, bus drivers and attendants shall be paid their regular rate of pay, or overtime rates, whichever is applicable. Time spent in excess of route time must be reported to the area manager and initialed by the affected employee. At the end of each week, the total time spent in excess per day shall be totaled. If the total amount exceeds a quarter hour, that time will rounded up to the next quarter hour increment.

C. Overtime at time and one half the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) in a work week. If an employee performs work that warrants a different rate of pay other than their base rate, then a weighted average calculation must be applied in order to determine overtime payment due for all hours worked over forty per week.

D. Employees shall be paid their regular rate of pay, or overtime rate, whichever is applicable, for all time spent in mandatory training classes.

E. Pre-Post Trip time of one hour (1) at their regular rate of pay per day will be paid to drivers. This time will include:

1. Pre-Trip inspection of bus.
2. Post-Trip inspection of bus.
3. Non-FTE paperwork (including referrals, pre-trip form, time card, regular seating chart and bus registrations).
4. Care of assigned bus.
5. Fueling
6. Sweeping and emptying of trash.
7. Picking up mail.

Driver Liaisons positions will be assigned by seniority at each school.

#### **Section 4 – Bus Safety**

A. All lifts in transportation shall be inspected annually and kept in safe working condition.

- B. School Bus Drivers and attendants will be provided information on medically fragile students that they are responsible for transporting. It is understood that this information is to be held strictly confidential and released only in appropriate medical circumstances. Drivers will be provided a list of personnel at each school that they can contact in the event of a behavioral problem with a student to determine if the student requires special behavioral strategies.
- C. No school bus driver will be permitted to load a bus beyond its stated capacity.
- D. Bus attendants will be placed on every bus which transports an ESE student whose Individual Educational Plan requires an attendant to be on the bus.
- E. The Board shall provide to new school bus drivers seventy-five (75) hours of training to include both classroom and behind the wheel experiences, plus an orientation program.
- F. Radios will be monitored and responded to by transportation personnel during all normal scheduled transportation hours, excluding field trips, extra work and activity runs.
- G. When a school or organization requests transportation services during evenings or weekends, the school or organization will be required to provide at least one (1) cell phone per trip.

### **Section 5 - Tools**

The Board shall continue to supply and maintain air tools to mechanics. Mechanics shall be required to provide only basic hand tools. All other tools required shall be provided by the District at no cost to the mechanics. All vehicle mechanics shall maintain an annual tool inventory on a district approved form. The tool inventory shall be submitted to and verified by the fleet supervisor. The original shall be filed with the fleet supervisor and a copy shall be provided to the employee.

## ARTICLE 20

### WAGES AND OVERTIME

#### Section 1 - Wages

2010-11 School Year

A. In the school year 2010-11, bargaining unit employees will receive a step general wage increase. Employees currently on step 27, for 2009- 10, will receive a one-time, non-recurring, salary bonus equal to 1.91% increase in pay. The negotiated salary schedule as reflected in the Board approved Salary Handbook will be implemented for all bargaining unit employees for the 2010-11 school year (See Appendix E).

Bargaining unit employees will receive their raises and retroactive pay following their ratification vote and the School Board approval. Retroactivity will be back to July 1, 2010 or to the beginning of the employee's regular 2010-11 contract year whichever is applicable because no wage increase has occurred.

B. All applicable supplements established in the District's 2010-11 Salary Policy Book will be paid to all applicable bargaining unit employees.

C. The Board and the Union agree to begin meeting no later than May 1, 2011, to negotiate the Board's pay structure for bargaining unit employees and/or a wage increase, if any, for the 2011-12 school year.

#### Section 2 - Overtime

A. All time worked will be accurately reported by the employee in writing to the supervising administrator on time sheets for that purpose. The employee will indicate the actual times the employee began his/her work day and finished his/her work day as well as time away from work within the scheduled shift. The supervising administrator will be responsible for ensuring that all time worked and reported by the employee is reported and paid accurately.

B. When employees are required to attend events involving any matter other than their regular job duties, including but not limited to, training, in-service, required tests or examinations, meetings, school inspections, cleaning the work area, completing written reports as directed by the immediate supervisor or school principal, setting up new work sites or school/community emergencies, they shall be paid at their applicable rate of pay for all such time worked.

C. All non-exempt employees who work in excess of forty (40) hours in a seven day period (starting at 12:00 a.m. Sunday through 11:59:59 p.m. Saturday) shall be paid time and one half their regular hourly rates. Only time worked shall be included for purposes of establishing entitlement to overtime

D. When overtime requirements are known in advance, the supervising administrator shall make every effort to advise the employee(s) who are requested to work the overtime of the overtime requirement two (2) hours prior to the conclusion of his or her shift, and by the end of work on Thursday for weekend overtime. This provision shall not apply to emergency circumstances.

### **Section 3 – Required Medical Examinations**

A. For any employee who is required by the Board to have a physical, drug test or other medical examination, the cost of the test or examination shall be paid by the Board. Time spent during such required testing and/or examinations at a District designated site shall be paid at the employee’s applicable rate of pay.

B. The cost of pre-employment physicals, drug testing, medical examinations, testing, shots, finger printing and FBI checks will be deducted from the new employee’s first pay check. School food service workers, bus drivers and bus attendants are exempted from these charges.

### **Section 4 – Job Class Specific and Compensation Issues**

The Board shall continue the practice of providing free lunch for food service employees.

### **Section 5 – Experience Credit**

Experience credit shall be granted as per the District Salary Policy Book for 2010-11.

### **Section 6 - Miscellaneous**

A. Each employee’s pay stub shall contain the following information: (1) number of overtime hours worked in the pay period; (2) overtime pay earned; (3) a complete itemization of all deductions made from the

paycheck (including taxes, union dues and other authorized deductions) and the employee's current leave balances.

## **ARTICLE 21**

### **HEALTH AND WELFARE**

#### **Section 1 – Introduction**

All regular full-time members of the bargaining unit will be entitled to the following benefits as set forth in this article:

1. Health and Life Insurance;
2. Holidays (the District will determine which days the holidays will be observed)
3. Paid sick leave; and
4. Paid vacation leave (twelve month employees only).

Regular full-time members of the bargaining unit are those 9, 10, 11 or 12 month personnel who are employed to work at least a schedule equal to four (4) or more hours each day and five (5) days each week.

#### **Section 2 – Life Insurance**

The Board shall provide for regular full-time employees a fully paid group life insurance plan which shall pay the employee's designated beneficiary an amount equal to the benefit amount calculated based on the annual earnings for regularly scheduled work outlined in the table below, in the event of accidental death or dismemberment, a sum not less than twice that amount. There shall be a provision for the purchase of additional insurance coverage to be paid by the employee. In addition, the Board shall make available through payroll deduction, life insurance for each dependent at the employee's expense.

##### Annual Earnings for Regularly Scheduled Work Amount of Life Insurance

\$9,999 or less	\$10,000
\$10,000 - \$14,999	\$15,000
\$15,000 - \$19,999	\$20,000
\$20,000 or more	Rounded to the next higher \$1,000

The Board shall provide double life insurance, fully paid, for any bargaining unit employee at or above step ten (10) on the salary schedule.

### **Section 3 – Health Insurance**

The Board will provide a fully paid individual major medical benefits plan to all regular full-time bargaining unit employees. The Board shall also make available a major medical benefits plan at an additional cost above the fully paid Board contribution for individual coverage.

Bargaining unit members on approved leave may continue the insurance benefits they enjoyed at the commencement of said leave for a period of one (1) calendar year from the commencement provided the employee pays all premiums due with no contribution or participation by the Board.

### **Section 4 – General**

- A. Employees may participate in the District’s optional benefit plans. The plans will comply with Section 125 of the Internal Revenue Code. Additional fringe benefits available through payroll deduction will include: (1) dependent health care; (2) dental care; (3) vision care; (4) flexible spending account (FSA) and (5) disability salary protection. The disability benefit will be based on the bargaining unit employee’s earnings for regularly scheduled work.
- B. Specific benefits shall be as delineated in the “School District of Osceola County, Florida Medical Indemnity Plan Document” and shall be available through the District Intranet. The Union and the individual members shall be notified prior to any plan changes.
- C. The Union shall have the option of continuing to participate in the major medical health insurance package the Board provides for its other employee classifications or the Union can design and negotiate a separate benefits package.

## **ARTICLE 22**

### **EQUIPMENT AND UNIFORMS**

#### **Section 1**

The Board agrees that all employees excluding Food Service Workers that are required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Board, free of charge at the standard required by the Board.

#### **Section 2**

Food Service Workers shall receive an annual payment of \$110 as a uniform allowance.

#### **Section 3**

All District bargaining unit employees who are required to wear hard-toed safety shoes, will receive an annual safety shoe payment of \$80.00. All safety shoes must meet OSHA standards.

#### **Section 4**

The Board agrees that an effort will be made, based on available funds, to provide some form of portable communication device to all night custodians while they are working for the Board.

#### **Section 5**

All warehouse delivery vehicles shall be equipped with two way radios.

#### **Section 6**

The Board will make available to all bus drivers the equipment and supplies to clean and wash buses.

**Section 7**

All vehicle mechanics shall receive an annual payment of \$132 as a tool allowance.

**Section 8**

All transportation vehicle mechanics and maintenance employees who are on call and who carry an issued pager shall receive \$20 per day.

**Section 9**

All transportation vehicle mechanics shall receive a maximum annual payment of \$300 per year if he/she has earned certification as either a Master Repair Technician or a School Bus Inspector.

## ARTICLE 23

### SAFETY AND HEALTH

#### Section 1 – Safety and Health Program

A. It is the desire of the School Board and the employees to maintain the highest standards of safety and health in order to eliminate, as much as possible, accidents, deaths, injuries and illness. The Board shall be responsible for providing a safe work place for every bargaining unit employee in compliance with all applicable state and federal laws. Employees shall be responsible for complying with safety practices and procedures for reporting, in writing, on the appropriate form to their supervisor and the Office of Risk Management, in accordance with established procedures, all unsafe conditions, facilities or equipment of which he or she is aware. It shall be the Office of Risk Management's responsibility in conjunction with the supervising administrator to provide the employees with the training/in-service on safety practices and the forms to be used for reporting any unsafe conditions. Employees will be compensated at their appropriate rate of pay for all time spent during their regularly scheduled hours in mandatory training classes.

B. Employees shall not be required to work under conditions that the employee and/or management reasonably believe are unsafe or hazardous, or would endanger the employee's health, safety or well being. In the event of a dispute between the employee and management over what constitutes an unsafe or hazardous condition, the conclusion of the District Health and Safety Specialist shall control.

C. Whenever the Board provides employees with approved safety equipment, supplies and clothing without charge to the employee, the equipment, supplies and/or clothing shall be used by the employee. Such equipment, supplies and/or clothing shall be replaced by the Board, at its expense, when in the opinion of the Board, it is worn out, defective or unusable. Upon separation from employment, employees must return all issued equipment, supplies and/or clothing. If not returned, the Board reserves the right to withhold from an employee's paycheck an amount of money to cover the cost of all issued equipment, supplies and/or clothing, to the extent permitted by law. All Board issued equipment, supplies and/or clothing shall be used by the employee only while on duty.

D. Any employee who is required to administer medications and/or medical care to students shall be trained to do so either by a qualified

medical professional employed by the Board, or an outside qualified medical professional at the Board's expense.

E. Each site will be responsible for insuring that every work area, including classrooms, buses, offices, kitchens, cafeterias and break areas is supplied with latex gloves and a clean up kit. When any such gloves and/or clean up kit are used, they shall be replaced as quickly as reasonably possible, but in no case longer than one week. It shall be the responsibility of the employee to inform his or her supervising administrator that gloves and/or a clean up kit has been used by them.

## **Section 2 - Notice**

A. Each site will be responsible for notifying all affected employees of hazardous substances present in the workplace, in accordance with applicable federal and state laws.

B. All on-the-job accidents and injuries must be reported immediately to the employee's supervising administrator or designee who shall report the incident to the Risk Manager in accordance with Board policy. All assaults and/or battery's on employees while on District property shall be reported to the employee's immediate supervisor.

C. To the extent that the Board is permitted to do so by law, employees in the bargaining unit shall be notified of the presence of communicable diseases in the workplace. In such circumstances, each site shall be responsible for providing in service instruction in hygienic practices and management to employees coming into contact with such communicable diseases.

## **ARTICLE 24**

### **MISCELLANEOUS PROVISIONS**

#### **Section 1 – Child Attendance**

Employees shall have the right to place their children at the school where the employee works, so long as the child is properly suited for the school, using usual criteria such as grade levels and programs offered and as long as he or she meets the student assignment guidelines, including out of county and out of zone admission policies, and administrative procedures as outlined in School Board Rule 5.20, Student Assignment, as adopted by the Osceola County School Board. The Board will not provide special transportation, nor shall it be responsible for before and after school hours in such cases.

#### **Section 2 – Facilities for Employees**

A. Employees will be provided with an area or space in which to carry out their assigned duties. The nature of the area may vary depending upon local conditions. Employees will be provided space to secure personal belongings during work time.

B. Within its ability, the Board will make available in each work location a lunch area, break area, restroom and lavatory facilities and parking area for employee use.

C. Telephones will be available to employees for reasonable use at all work sites. To the degree possible, employees shall be afforded privacy in use of the telephone. Employees shall not be required to post local telephone calls. Official school business shall take precedence over all other uses of the telephone. Messages may be received at the work site for employees. In the absence of an automated system, incoming messages shall be received and noted as to date, time and name of sender and placed in the employee's mailbox, if any. In case of emergency, messages shall be delivered to the employee upon receipt unless to do so would jeopardize the safety of other individuals.

**Section 3 - Travel and Reimbursement**

Authorized travel for employees of the Board shall be computed and paid according to the District mileage schedule. In all cases, documentation acceptable to the Board will be required for reimbursement.

**Section 4 - Job Description**

A copy of the job description shall be made available to the employee upon hire.

## **ARTICLE 25**

### **DURATION**

#### **Section 1**

This Agreement shall be effective upon ratification by both parties, and shall remain in effect through June 30, 2012. For the contract year July 1, 2012 to June 30, 2013, either party may notify the other, in writing, between April 1 and April 30 of 2012 that it desires to open for negotiation Wages and Health Insurance Benefits, and up to five Articles of the Agreement for each side. Failure to give timely notice of intent to reopen shall operate as a waiver of the parties' right to reopen negotiations for the contract year, July 1, 2012 to June 30, 2013 unless mutually waived by the parties in writing. Upon written notice to either party at least one hundred twenty (120) days before June 30, 2012 negotiations for a succeeding Agreement will commence within a reasonable time.

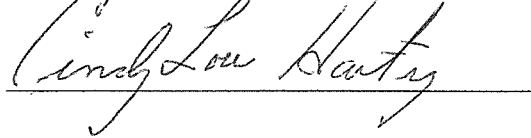
#### **Section 2**

For contract year July 1, 2011 to June 30, 2012, and thereafter, there will be no changes in wages until the parties have reached agreement on a new contract, or until the statutory impasse procedures have been exhausted.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representative on this **6th day of December, 2011.**

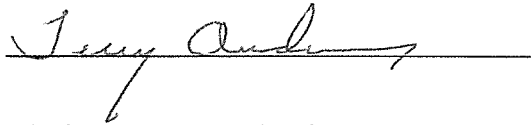
**School Board of Osceola County**

Cindy Lou Hartig, Board Chairman



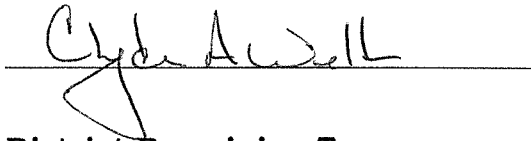
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Terry Andrews, Superintendent



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Clyde A. Wells, Chief Negotiator SDOC



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**District Bargaining Team:**

Clyde Wells  
Heather Day  
Ken DeBord  
Miguel Mediavilla  
Rae Hollenbeck  
Tom Salley  
Robert Studly  
Stuart Singer  
Karen Strickland

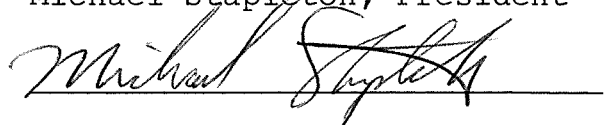
**Teamsters Local Union No. 385**

Roger Allain, Chief Negotiator Teamsters



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Michael Stapleton, President



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**Teamsters Bargaining Team:**

Roger Allain  
Nidia Grajales  
Dee Duffell  
Beth King  
Tom Koch  
Francisco Ortega  
Connie Bell

APPENDIX A  
PSS PERFORMANCE IMPROVEMENT PLAN

**THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**

**PROFESSIONAL SUPPORT STAFF  
PROFESSIONAL IMPROVEMENT PLAN**

**IMPROVEMENT OBJECTIVE/PERFORMANCE DEFICIENCY**

**STRATEGIES**

**ASSISTANCE OFFERED**

**TIMELINE FOR ATTAINMENT**

**FINAL REVIEW**

**SIGNATURES**

APPENDIX B  
PROFESSIONAL SUPPORT STAFF ASSESSMENT

**THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**

**PROFESSIONAL SUPPORT STAFF ASSESSMENT**

NAME Last		First	Middle	EMPLOYEE ID NUMBER
POSITION		SCHOOL DEPARTMENT		DATE / /
PRINCIPAL/ADMINISTRATOR NAME		OTHER(S) HAVING INPUT IN THIS ASSESSMENT		PROBATION   ANNUAL

**EVALUATION RATINGS**

For the Performance Factors listed below, please indicate the effectiveness with which they were applied in achieving the results. When assessing each factor, apply the following broad definitions: *(if a rating of 3 or 4 is used, a Performance Improvement Plan - FC-710-1 959 must be attached.)*

- |                                 |  |
|---------------------------------|--|
| 1. STRENGTH                     | Positive impact on results   |
| 2.                              | SATISFACTORY Consistently meets expectations                                 |
| 3. requirements of the position | DEVELOPMENT NEEDED Needs to increase present effectiveness to meet the       |
| 4.                              | UNSATISFACTORY Considerable room for improvement: negative impact on results |

**JOB PERFORMANCE**

PERFORMANCE FACTORS	1	2	3	4	COMMENTS: Use additional pages as necessary to explain rating
JOB KNOWLEDGE: Has the knowledge to do job effectively and stays abreast of changes.					
QUALITY/QUANTITY OF WORK: Accuracy, timely performance and thoroughness of work product					
INTERACTION: Interacts in a positive way with others.					
WORK ATTITUDE: Strong positive attitude – supports and helps others					
PUNCTUALITY/ATTENDANCE: Reports and leaves work on time – Works scheduled hour/days.					
SAFETY: Maintains safe work area and practices					
RESPONSIBILITY: Accepts responsibility for actions and assignments					
APPROPRIATE DRESS FOR JOB: Attire is consistent with policy and employee safety					
ADAPTABILITY/FLEXIBILITY: Able to adapt to changing responsibilities and conditions					

**SIGNATURES**

This Assessment has been discussed with me: (check one)      I agree with the contents      I disagree with the contents  
 I understand that I have 10 days to respond in writing to this evaluation as provided by contract and School Board policy.

Principal/Administrator Signature	Date	Employee Signature	Date
-----------------------------------	------	--------------------	------

APPENDIX C  
CONFERENCE NOTIFICATION MEMO



## Interoffice Communication

Memorandum Number: \_\_\_\_\_

Date:

To:

From:

Subject: Conference Notification

You are directed to report for a conference with \_\_\_\_\_ on \_\_\_\_\_, 2011 at \_\_\_\_\_ am/pm at \_\_\_\_\_. The purpose of this meeting will be to discuss your:

- \_\_\_\_\_ Job Performance
- \_\_\_\_\_ Attendance
- \_\_\_\_\_ Progressive Discipline
- \_\_\_\_\_ Other:

This conference may concern discipline issues that could have an effect on your current employment status with the School District of Osceola County. You have the right to have union representation at this meeting. It is your responsibility to contact your representative and to have them present at this meeting. Failure to attend this meeting will be considered an act of insubordination.

Date copy received

Signature (indicates receipt only)

cc: Tammy Otterson, Chief Human Resources Officer  
Personnel File

SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

*Student Achievement – Our Number One Priority*

817 Bill Beck Boulevard • Kissimmee, Florida 34744-4492 • Phone: 407-870-4600 • [www.osceola.k12.fl.us](http://www.osceola.k12.fl.us)

An Equal Opportunity Agency

APPENDIX D  
GRIEVANCE FORM

# TEAMSTERS LOCAL 385 GRIEVANCE FORM

Social Security No: \_\_\_\_\_ Date Grievance Occurred \_\_\_\_\_, 20  
 Name \_\_\_\_\_ Date Grievance Filed \_\_\_\_\_, 20  
 Address \_\_\_\_\_ Phone # \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Job Classification \_\_\_\_\_ Worksite location: \_\_\_\_\_

IMPORTANT: Give particulars in detail including all dates, times, and places so your grievance may be presented intelligently. It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

\_\_\_\_\_ PLE  
 \_\_\_\_\_ ASE  
 \_\_\_\_\_ PRI  
 \_\_\_\_\_ NT:  
 \_\_\_\_\_ Artic  
 \_\_\_\_\_ le(s)  
 \_\_\_\_\_ Viola  
 \_\_\_\_\_ ted:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

edy Sought:

Rem

By presenting this grievance, the employee grants to the Union complete authority to present, negotiate and bargain regarding this grievance and agrees to be bound by such disposition of the grievance as may be made or agreed to by the Union or its designated Representatives.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Steward's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Step I - Supervising Administrator's Signature: \_\_\_\_\_  
 Date received: \_\_\_\_\_ Meeting Date: \_\_\_\_\_  
 Response: \_\_\_\_\_

Step II - Chief Human Resources Officer Signature: \_\_\_\_\_ Date received: \_\_\_\_\_  
 Meeting Date: \_\_\_\_\_ **Granted** **Denied**

Response: \_\_\_\_\_  
# \_\_\_\_\_, 20\_\_

Step III - Superintendent/Designee's signature: \_\_\_\_\_ Date received  
Meeting Date: \_\_\_\_\_ **Granted** **Denied**  
Response: \_\_\_\_\_  
# \_\_\_\_\_, 20\_\_

APPENDIX E

2011-2012 SALARY SCHEDULE

11-10-11 District Proposal  
 2011-2012 SALARY SCHEDULE  
 Professional Support Staff  
 Union Eligible Hourly Rates

	Food Service Asst.	Food Service Asst. w AFSA	Food Service Lead	Food Service Lead w AFSA	Lunch Room Aides (Non-Benefited)	Bus Driver Attendant	Bus Driver	Custodian	Certified Custodian	Master Custodian	Asst. Custodial Manager/Custodian
Pay Level	II	II w/AFSA	FS Lead	FS Lead w/AFSA	IE	IJ	IG	NB1	NBC1	NBM1	NA1
Slot #	TF1	TF2	TL1	TL2	T04	T01	T02	T10	T12	T13	T16
Exp. Step											
0	9.07	9.27	9.70	9.90	9.84	9.69	10.68	10.48	10.68	10.82	11.17
1	9.12	9.32	9.76	9.96	9.90	9.75	10.74	10.54	10.74	10.88	11.24
2	9.18	9.38	9.82	10.02	9.96	9.81	10.81	10.60	10.81	10.96	11.32
3	9.24	9.44	9.89	10.09	10.03	9.88	10.88	10.67	10.88	11.03	11.39
4	9.30	9.50	9.95	10.15	10.10	9.94	10.96	10.74	10.96	11.10	11.46
5	9.53	9.73	10.19	10.39	10.30	10.14	11.26	10.98	11.16	11.30	11.67
6	9.76	9.96	10.42	10.62	10.50	10.34	11.57	11.20	11.37	11.51	11.90
7	10.00	10.20	10.65	10.85	10.70	10.54	11.90	11.42	11.59	11.72	12.14
8	10.27	10.47	10.91	11.11	10.91	10.75	12.25	11.66	11.82	11.95	12.37
9	10.51	10.71	11.18	11.38	11.15	10.97	12.62	11.92	12.05	12.19	12.61
10	10.79	10.99	11.44	11.64	11.36	11.21	13.01	12.17	12.31	12.42	12.87
11	11.06	11.26	11.70	11.90	11.59	11.42	13.40	12.42	12.54	12.69	13.14
12	11.36	11.56	12.01	12.21	11.83	11.68	13.78	12.71	12.82	12.96	13.43
13	11.65	11.85	12.31	12.51	12.06	11.90	14.19	12.98	13.08	13.19	13.68
14	11.95	12.15	12.60	12.80	12.30	12.14	14.58	13.23	13.35	13.48	13.94
15	12.25	12.45	12.90	13.10	12.53	12.37	14.99	13.54	13.63	13.73	14.24
16	12.53	12.73	13.21	13.41	12.78	12.63	15.39	13.78	13.89	14.01	14.50
17	12.85	13.05	13.51	13.71	13.03	12.86	15.76	14.05	14.16	14.29	14.76
18	13.14	13.34	13.81	14.01	13.27	13.08	16.18	14.31	14.44	14.55	15.05
19	13.46	13.66	14.10	14.30	13.51	13.31	16.56	14.57	14.71	14.83	15.29
20	13.74	13.94	14.40	14.60	13.76	13.54	17.00	14.85	14.99	15.11	15.59
21	14.03	14.23	14.70	14.90	13.98	13.79	17.39	15.13	15.25	15.34	15.83
22	14.34	14.54	14.99	15.19	14.24	14.02	17.80	15.38	15.53	15.64	16.13
23	14.62	14.82	15.29	15.49	14.46	14.26	18.21	15.67	15.77	15.92	16.40
24	14.93	15.13	15.59	15.79	14.71	14.49	18.62	15.95	16.06	16.17	16.65
25	15.21	15.41	15.88	16.08	14.94	14.71	19.01	16.20	16.31	16.46	16.92
26	15.51	15.71	16.18	16.38	15.19	14.97	19.43	16.48	16.59	16.71	17.20
27	16.57	16.77	17.19	17.39	15.99	15.72	20.89	16.81	16.92	17.04	17.51

11-10-11 District Proposal  
 2011-2012 SALARY SCHEDULE  
 Professional Support Staff  
 Union Eligible Hourly Rates

	Certified Asst. Custodial Manager	Master Custodian & Asst. Custodial Manager	Asst. Custodial Manager & Level 2	Certified Asst. Custodial Manager	Master Asst. Custodial Manager	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
<b>Pay Level</b>	NAC1	NAM1	N02	N02C	N02M	N03	N04	N05	N06	N07	N08	N09
<b>Slot #</b>	T18	T17	T19	N/A	T21	T22	T26	T31	T37	T44	T45	T46
<b>Exp. Step</b>												
0	11.39	11.49	12.30	11.39	12.34	12.50	12.93	13.23	13.59	14.25	14.57	14.94
1	11.46	11.56	12.37	11.46	12.41	12.58	13.01	13.31	13.68	14.34	14.66	15.04
2	11.53	11.64	12.44	11.54	12.49	12.66	13.10	13.41	13.76	14.43	14.75	15.14
3	11.61	11.71	12.52	11.61	12.58	12.75	13.18	13.50	13.85	14.52	14.85	15.23
4	11.68	11.79	12.61	11.68	12.66	12.84	13.26	13.59	13.94	14.61	14.95	15.32
5	11.90	11.99	12.80	11.90	12.87	13.02	13.48	13.79	14.15	14.83	15.16	15.54
6	12.12	12.21	12.98	12.12	13.08	13.22	13.69	14.00	14.36	15.05	15.38	15.75
7	12.33	12.42	13.18	12.33	13.29	13.44	13.90	14.23	14.57	15.26	15.59	15.97
8	12.56	12.65	13.40	12.56	13.54	13.67	14.13	14.45	14.82	15.49	15.82	16.20
9	12.80	12.91	13.62	12.80	13.76	13.90	14.38	14.67	15.06	15.71	16.06	16.43
10	13.03	13.14	13.84	13.03	14.01	14.14	14.62	14.92	15.28	15.97	16.29	16.67
11	13.26	13.41	14.07	13.26	14.26	14.41	14.88	15.17	15.55	16.20	16.56	16.92
12	13.57	13.65	14.31	13.57	14.52	14.67	15.15	15.44	15.78	16.47	16.82	17.18
13	13.80	13.91	14.55	13.80	14.78	14.92	15.40	15.70	16.06	16.72	17.09	17.46
14	14.07	14.20	14.82	14.07	15.07	15.17	15.67	15.98	16.31	17.01	17.37	17.72
15	14.33	14.46	15.07	14.33	15.32	15.42	15.95	16.22	16.58	17.27	17.64	17.97
16	14.60	14.73	15.32	14.60	15.61	15.67	16.20	16.49	16.86	17.54	17.89	18.27
17	14.85	15.01	15.58	14.85	15.86	15.94	16.47	16.76	17.11	17.82	18.16	18.54
18	15.13	15.27	15.82	15.13	16.15	16.19	16.72	17.03	17.39	18.08	18.41	18.79
19	15.38	15.55	16.12	15.38	16.43	16.45	17.01	17.28	17.65	18.34	18.69	19.06
20	15.66	15.81	16.35	15.66	16.69	16.69	17.25	17.56	17.89	18.60	18.95	19.34
21	15.93	16.10	16.61	15.93	16.97	16.97	17.53	17.83	18.16	18.87	19.23	19.59
22	16.19	16.37	16.87	16.19	17.23	17.20	17.80	18.10	18.41	19.14	19.50	19.86
23	16.45	16.63	17.09	16.45	17.51	17.47	18.07	18.35	18.69	19.42	19.77	20.13
24	16.71	16.90	17.35	16.71	17.75	17.72	18.33	18.62	18.95	19.66	20.03	20.40
25	16.98	17.17	17.63	16.98	18.06	17.95	18.59	18.88	19.22	19.95	20.30	20.69
26	17.24	17.45	17.86	17.24	18.32	18.24	18.87	19.15	19.48	20.22	20.53	20.92
27	17.55	17.75	18.15	17.55	18.61	18.49	19.16	19.42	19.75	20.49	20.84	21.21

11-10-11 District Proposal  
2011-2012 SALARY SCHEDULE  
Professional Support Staff  
Union Eligible Hourly Rates

	Level 10	Level 10A	Level 10B	Level 10C	Level 10D	Level 11	Level 12	Level 13	Level 14	Level 15
<b>Pay Level</b>	N10	N10A	N10B	N10C	N10D	N11	N12	N13	N14	N15
<b>Slot #</b>	T49	T50	T51	T52	T09	T55	T56	T57	T58	T59
<b>Exp. Step</b>										
0	15.34	15.76	16.03	16.46	16.77	16.69	18.21	20.15	21.71	23.05
1	15.43	15.86	16.13	16.56	16.88	16.80	18.33	20.27	21.85	23.20
2	15.53	15.97	16.23	16.68	16.99	16.90	18.45	20.41	22.00	23.34
3	15.63	16.07	16.33	16.79	17.10	17.01	18.57	20.54	22.14	23.49
4	15.73	16.17	16.43	16.90	17.21	17.12	18.69	20.68	22.29	23.64
5	15.95	16.37	16.65	17.10	17.43	17.38	18.95	20.94	22.54	23.93
6	16.17	16.58	16.88	17.31	17.63	17.65	19.22	21.21	22.78	24.19
7	16.40	16.81	17.11	17.53	17.84	17.93	19.50	21.50	23.04	24.46
8	16.64	17.03	17.35	17.75	18.07	18.24	19.79	21.78	23.34	24.76
9	16.88	17.25	17.62	18.00	18.30	18.54	20.10	22.08	23.61	25.07
10	17.13	17.52	17.86	18.24	18.54	18.84	20.41	22.39	23.92	25.38
11	17.42	17.75	18.13	18.49	18.81	19.17	20.75	22.73	24.23	25.71
12	17.68	18.03	18.39	18.76	19.09	19.52	21.07	23.04	24.57	26.05
13	17.93	18.30	18.67	19.00	19.37	19.86	21.39	23.38	24.92	26.40
14	18.19	18.57	18.93	19.31	19.61	20.22	21.75	23.73	25.27	26.72
15	18.48	18.83	19.18	19.55	19.89	20.52	22.10	24.08	25.60	27.08
16	18.73	19.11	19.45	19.82	20.19	20.88	22.43	24.42	25.96	27.44
17	18.99	19.39	19.72	20.09	20.43	21.24	22.78	24.75	26.28	27.77
18	19.29	19.64	19.99	20.37	20.72	21.57	23.12	25.11	26.65	28.12
19	19.54	19.91	20.27	20.66	20.96	21.92	23.45	25.46	27.00	28.48
20	19.81	20.20	20.51	20.90	21.26	22.24	23.80	25.79	27.33	28.81
21	20.06	20.43	20.81	21.17	21.52	22.61	24.15	26.15	27.68	29.17
22	20.34	20.74	21.06	21.45	21.79	22.94	24.51	26.50	28.04	29.51
23	20.62	20.97	21.33	21.72	22.07	23.29	24.85	26.83	28.37	29.85
24	20.87	21.26	21.59	21.97	22.34	23.63	25.18	27.20	28.74	30.21
25	21.16	21.52	21.85	22.23	22.61	23.99	25.53	27.53	29.07	30.55
26	21.40	21.79	22.13	22.51	22.87	24.31	25.88	27.88	29.41	30.89
27	21.69	22.07	22.40	22.79	23.16	24.70	26.24	28.22	29.78	31.26