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Collective Bargaining Agreements

9-12-1989

Orange County, Florida School Board and Orange Education Support Personnel Association, Florida Teaching Profession, National Education Association (1989)

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Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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Ratified 9/12/89
Being printed in booklet form

TENTATIVE AGREEMENTS

BETWEEN

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

AND

THE ORANGE EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION

FTP-NEA

ORLANDO, FLORIDA

1989-1992

Velma J. Turner
Chief Negotiator
Orange County Public Schools

TABLE OF CONTENTS

	<u>Page</u>
Article I	Recognition 1
Article II	Negotiations Procedures 1
Article III	Grievance Procedure 3
Article IV	Management Rights 6
Article V	Union Rights 7
Article VI	Dues Deduction 10
Article VII	No Strike Clause 11
Article VIII	Employee Rights 11
Article IX	General Personnel Provisions 12
Article X	Employment Status and Assignment 14
Article XI	Evaluation 20
Article XII	Discipline 21
Article XIII	Days and Hours 24
Article XIV	Working Conditions 25
Article XV	Salary 27
Article XVI	Fringe Benefits 28
Article XVII	Leaves of Absence 35
Article XVIII	Duration 39
Appendices A-1	Classified Pay Grades 40
Appendix A-2	Hourly Rates 41
Appendix B	Grievance Form 49
Appendix C	Transportation 50
Glossary 51
Information Item	Sick Leave Bank Enrollment/Withdrawal Form 52

ARTICLE I
RECOGNITION

- A. The Board acknowledges and recognizes the Orange Educational Support Personnel Association (OESPA-FTP-NEA), hereinafter referred to as the Union, as the exclusive bargaining representative for classified employees, whether on active duty or Board approved leave of absence, and agrees to negotiate with the Union's designated representative pursuant to the provisions of Part II, Chapter 447, Florida Statutes.
- B. The Union acknowledges and recognizes the School Board of Orange County, Florida, hereinafter referred to as the Board, as the duly elected representative of the people of Orange County, Florida, and agrees to negotiate with the Board's Chief Executive Officer or his representative pursuant to the provisions of Part II, Chapter 447, Florida Statutes.
- C. The Bargaining unit shall be defined as set forth by the Public Employees Relations Commission in Case Number RC-85-013, Certificate Number 699, as amended, CERTIFICATION OF REPRESENTATION FOLLOWING ELECTION AND ORDER TO NEGOTIATE issued by the Florida Public Employees Relations Commission on the twenty-fifth day of February, 1986.
 - 1. INCLUDED: All full-time and regular part-time active classified personnel employed by the School District of Orange County as defined in the above Public Employees Relations Commission case.
 - 2. EXCLUDED: All other positions of the Orange County Public Schools are excluded.
 - 3. This definition shall be subject to PERC clarification of job titles and new job titles within the bargaining unit. The parties agree to review periodically the unit and mutually petition PERC for unit clarification.
- D. Unless otherwise specified, terms used in this Contract shall be as defined in the Glossary of Terms which is incorporated into and hereby made a part of this Contract.
- E. Whenever any notice is required to be given by either of the parties to this Contract to the other party, either shall do so by U. S. mail or hand delivery at the current address of the party to be notified. Any change of address shall be communicated in writing to the other party.

ARTICLE II
NEGOTIATIONS PROCEDURES

- A. In the calendar year in which this Contract expires, the parties agree to exchange proposals for a successor Contract by April 1 or at a mutually agreed upon time, and to enter into negotiations in accordance with the procedures set forth herein and as found in Chapter 447 of the Florida Statutes by April 15, or at a mutually agreed upon time. The total Contract negotiated shall be reduced to writing and signed by the Board and the Union.

Each party may select up to two articles for reopeners each year of this Contract. Salary, fringe benefits, and any items previously imposed by the Board shall be reopened automatically each year. The parties agree to exchange these proposals by May 1 or at a mutually agreed upon time, and to enter into negotiations by May 15, or at a mutually agreed upon time. The parties may mutually agree to negotiate other items, including issues discussed at labor-management meetings.
- B. If the negotiations described in this section reach impasse, the procedures as set forth in the Florida Statutes and/or PERC rules shall be followed. At the request of either party, a

mediator shall be appointed subject to PERC guidelines. Subsequent to reaching impasse and prior to any Special Master proceeding, and prior to any public hearing, the parties may mutually agree to continue negotiations and further tentative agreements may be reached.

- C. Neither party shall have any control of the selection of the bargaining representatives of the other party, and the parties mutually pledge that their representatives will be empowered to reach tentative agreement on items being negotiated. Either party may utilize the services of outside consultants to assist in negotiations provided the party using the consultants shall pay for any costs incurred for such services.
- D. This Contract may not be modified in whole or in part except by mutual written agreement. During the term of this Contract, except as otherwise provided herein neither party will be required to negotiate with respect to any matter whether or not covered by this Contract.
- E. If any provision or application of this Contract is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall either meet within 30 days to reopen negotiations on that provision or application, or mutually agree to deal with the matter in subsequent negotiations.
- F. The agreements in this Contract shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with the terms recorded herein.
- G. There shall be two official signed copies of the final Contract. One copy shall be retained by the Board and one by the Union. The parties agree to share the cost of printing 7500 copies of this Contract and any amendments hereto in a format and at a cost which are mutually agreed upon. The printing shall occur within 30 days after ratification by both parties unless an extension of time is mutually agreed upon. The Union shall be provided with 6800 copies for distribution to employees.
- H. Employees who serve on the bargaining team shall be granted early release up to one hour before the scheduled starting time for a bargaining session. Such employees shall not be required to report for work if they would be on duty less than two hours. If bargaining sessions extend beyond midnight, employee team members shall not be required to report for duty prior to 9 a.m. on the following day.
- I. The parties agree that their representatives shall reduce tentative agreements to writing and that such agreements shall be submitted for ratification to the members of the bargaining unit and to the Board. Failure to ratify those tentative agreements submitted for approval shall make agreement on those tentative agreements null and void. If tentative agreements are rejected by either party, negotiations on those matters shall resume.
- J. The parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Florida Statutes, Chapter 447.
- K. The Board will negotiate with the Union on the impact of contracting and subcontracting, prior to the letting of said contracts.
- L. The parties agree to negotiate the impact of year-round school schedules during planning and implementation of same. The OESPA president or his designee shall serve on the year-round school task force formed jointly by the teachers and administrators.

ARTICLE III
GRIEVANCE PROCEDURE

A. A grievance is defined as an alleged violation, misinterpretation or misapplication of a provision(s) of this Contract.

B. General Provisions

1. Only a member of the bargaining unit, a group of members of the bargaining unit, or the Union may file a grievance. Whenever the word "grievant" is used herein it may refer to any of the above.
2. Each step in the grievance procedure shall be filed on the standard form as included in Appendix B.
3. A party to the grievance shall be granted a three work day extension at any point in the processing of a grievance, provided the party notifies the other party prior to the date that the time period for that step would elapse. Work days shall herein be defined as those days when District-level offices are officially open for business. These time limits may be expedited or extended by mutual agreement of the Board and the Union.
4. Whenever illness or other incapacity of a party to the grievance prevents attendance at a grievance meeting, the time limits shall be extended to such time that the party can be present. If, however, the designated administrator is incapacitated beyond ten days, the Board shall designate an alternate representative, if requested by the Union, to attend a grievance meeting and/or to provide a written response to the Union.
5. If at any step in the grievance procedure, no disposition is made by the Board within the time limits prescribed for that step, the grievant shall have the right to proceed to the next step. If a grievance is not appealed within the time limits for that step, it shall be considered withdrawn.
6. If the processing of a grievance for a less than twelve-month employee extends beyond the close of his work year, the time limits prescribed herein shall be continued with "work days" as defined above.
7. All grievance meetings, including arbitration hearings, shall be held during the workday, unless it would unduly interfere with work operations, and unless the parties mutually agree to hold such meetings at a time other than during the workday.
8. Nothing in this Article shall be construed to prevent an employee from presenting at any time his own grievance, and having such grievance adjusted, if the adjustment is not inconsistent with the terms of this Contract, and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
9. A grievant may have representation by the Union at any step of the grievance procedure. Representation by the Union shall include the right to speak and to present arguments and evidence on behalf of the Union or the grievant.
10. A grievant may withdraw his grievance at any step, but that same grievance may not be filed a second time, unless it is of a continuous nature.
11. If at any point during the processing of a grievance, the grievant elects to seek relief through a judicial proceeding or other administrative remedy, he shall waive the right to further pursue said grievance, and any action previously taken on said grievance shall become null and void.

12. The Board shall assure the grievant and any witnesses freedom from restraint, interference, coercion, discrimination or reprisal in the processing of a grievance.
13. The filing of a grievance shall in no way interfere with the right of the Board to carry out its management responsibilities, subject to the final decision on the grievance.
14. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of the grievant, except those documents, communications, and records that must be part of the personnel file outside the scope of the grievance.
15. If a grievance arises as the result of a condition which the supervisor is without jurisdiction to resolve, the grievance may be filed directly at Step 3.
16. The parties agree that resolution of grievances should be sought at the lowest possible level.
17. The Union shall develop a grievance numbering system and shall inform Employee Relations of the grievance number, worksite and the grievant's name when the written grievance is filed on the official grievance form.
18. The parties agree that tape recording of any grievance meeting, other than an arbitration hearing, shall not be done without the express permission of all persons present.

C. Grievances shall be presented and adjusted in the following manner:

1. Step 1

If an employee feels he has a grievance, he shall first discuss the matter in good faith with his supervisor, in an effort to resolve the problem informally. This discussion shall take place within fifteen work days after the employee knew, or should have known, of the occurrence of the event giving rise to the grievance. The employee shall verbally advise his supervisor of the particular section of the Contract alleged to have been violated. The supervisor will respond verbally within six work days after this informal meeting.

2. Step 2

If at the informal step the grievance is not resolved, the employee may file a written grievance with the supervisor within 10 work days after receipt of the supervisor's verbal response. The written grievance shall contain a statement of the facts upon which the grievance is based, a reference to the specific Section(s) of the Contract allegedly violated, statement indicating how the cited section(s) may have been violated, and a suggested remedy. A copy of the grievance shall be filed with the Union. A response shall be made by the supervisor, in writing, within six work days after receipt of the grievance. Copies shall be furnished by the supervisor to the Union.

3. Step 3

If the grievant is not satisfied with the disposition of the grievance at Step 2, he may appeal it to the Superintendent within six work days. At the request of either party, the Superintendent shall meet with the grievant, such meeting to be held within six work days. At this meeting, either party may introduce or present evidence to substantiate his position in the matter. The Superintendent shall indicate the disposition of the grievance within six work days following the meeting if held, or within six work days of the date of the appeal, and shall furnish copies to the grievant and the Union.

4. Step 4

If the Union is not satisfied with the decision rendered after the review in Step 3 by the Superintendent or his designee, the grievance may be submitted for arbitration. The Union shall, within twenty (20) duty days after receipt of the decision of the Superintendent or his designee, notify the Superintendent of its intent to submit the grievance to arbitration. Once a grievance has been submitted to arbitration and the Union subsequently decides to withdraw it, they shall so notify the Superintendent in writing.

D. Arbitration Provisions

1. If notice is given of the intent to submit to arbitration, the parties may mutually agree to the selection of an arbitrator within six days of receipt of the notice to the Superintendent. If mutual agreement cannot be reached, the Union, within ten days, shall request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators, who are specially qualified to hear public sector grievances, from which the parties shall select an arbitrator by the alternate striking method or by mutual agreement. This shall not preclude the parties from jointly selecting an arbitrator not listed on the panel.
2. If for some reason the arbitrator is unable to serve or the parties mutually agree that no person on the panel is suitable, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a new panel of seven arbitrators from which an arbitrator shall be selected in the same manner.
3. All arbitration proceedings shall be conducted under and governed by the appropriate rules of the Federal Mediation and Conciliation Service.
4. The parties agree to accept the arbitrator's award as binding upon them.
5. The parties shall share equally the cost of arbitration. Should a hearing be canceled at the request of either party within three work days of the scheduled hearing, the party requesting the cancellation shall bear the total cost of the cancellation as it relates to the arbitrator's fees and expenses. The parties may mutually agree to do otherwise.
6. Should either party request a stenographic transcript of the proceedings, then that party will bear the full costs for said transcript. If both parties mutually agree to a stenographic transcript, then the cost of said transcript will be divided equally between the parties.
7. The parties may, by mutual agreement, elect to submit statements to the arbitrator in lieu of an oral hearing.
8. The parties anticipate that the arbitrator will issue his decision in a timely manner from the day of the close of the hearing or from the date that post-hearing briefs are submitted.
9. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues submitted.
10. If the Board and the Union agree that it would be in everyone's best interest, expedited arbitration shall be utilized.

E. Power of the Arbitrator

It shall be the function of the arbitrator and he shall be empowered, except as hereinafter provided, to make a decision in a case of an alleged violation, misinterpretation or misapplication of the provision(s) of this Contract.

1. He shall have no power to add to, subtract from, or modify in any way the terms of this Contract.
2. He shall have no power to rule on an alleged violation, misinterpretation, or misapplication of School Board Policy, practice or rule, provided said violation is not a misinterpretation or misapplication of this Contract.
3. He shall have no power to rule on the substantive reasons of the Board not to reappoint an employee for the following school year provided that said reason does not amount to a violation, misinterpretation or misapplication of this Contract. The arbitrator, however, shall have the power to rule on procedural violations regarding the processes of evaluation and reappointment.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The parties agree that the right to direct employees, to hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against employees subject only to express provisions respecting such matters in this Contract, shall be solely and exclusively within the responsibility of the Board subject to provisions of State Regulations and the laws of Florida and the United States.
- B. The parties agree that the right to relieve employees from duty because of lack of work or for other legitimate reasons, to maintain the efficiency of the Board's operations, to determine the methods, means and personnel by which the Board's operations are to be conducted and to take whatever action may be necessary to carry out the mission of the Board in situations of emergency shall be solely and exclusively within the responsibility of the Board. The Union recognizes that the Board has a statutory right and obligation in contracting and subcontracting for matters relating to the school system operation. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.
- C. The parties agree that no provision of this Contract shall be construed so as to abridge the authority and power of the Board as established by constitutional provision, statute or State Board of Education Regulations in existence at the time this Contract was executed and that the Board shall be relieved of performance or compliance with any term or condition hereof if such compliance is contrary to any constitutional provision, statute or State Board of Education Regulation adopted, enacted or having an effective date subsequent to commencement of the term of this Contract.
- D. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent that the terms and conditions of this Contract specifically limit such powers.
- E. The exercise of the foregoing rights shall not preclude employees from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this Contract.

ARTICLE V
UNION RIGHTS

A. Use of Facilities

1. The Union's worksite representative may be permitted the use of the worksite facilities for the purpose of conducting meetings before, during lunch and break times, and after the duty day. Such meetings shall be arranged in advance with the worksite supervisor in the manner in which such meetings are usually arranged, and permission shall not be unreasonably denied. Other meetings may be scheduled with the permission of the supervisor.
2. The Union, with the supervisor's consent, shall be permitted to use the school District's buildings for the purpose of holding Union meetings which include employees other than those assigned to that worksite, provided the Union bears the normal cost for the use of such facility, if any.
3. Upon conclusion of any meeting scheduled by the supervisor for employees, the worksite representative shall be given the opportunity to make announcements relating to official business of the Union, or the Union president or his designee may make announcements in lieu of the Union representative. Continued attendance by employees for these announcements shall be voluntary.

B. Access

The president of the Union, or his designee, shall be allowed to visit worksites to confer with employees under the following provisions:

1. The president or his designee shall check into the worksite office upon arrival and shall upon departure check out through the worksite office. In no case shall checking in and out be through a school kitchen or lunchroom.
2. The supervisor will facilitate the visit by assigning a reasonable place for the Union representative to confer with employees. The Union representative shall be granted access to designated break areas to visit employees on their break time.
3. The Union president/designee may have his presence announced, by the supervisor either by posting a notice on the bulletin board and/or by making an announcement over the intercom system with an indication of the place that the Union president/designee will be available. (This shall not preclude, with the permission of the supervisor, the posting of a notice in a place visible to employees, such as the area where sign-in sheets are posted.)
4. Duly authorized staff representatives of the Union shall be permitted to transact official Union business for the maintenance of this Contract on School Board property, provided that this shall not interfere with nor disrupt normal school system operations.
5. During the work day, Union staff representatives may contact employees only during their lunch and break time.
6. Employees who serve as worksite representatives may investigate and discuss grievances of other employees from that worksite, provided they notify their supervisor in advance and as long as it does not interfere with the normal worksite operations. This shall not be construed so as to prohibit normal discussion between employees, provided such discussion does not interfere with normal worksite operations.

C. Communications

1. The Union shall have the right to a bulletin board at each worksite of at least nine (9) square feet but not more than twelve (12) square feet in area, for the purpose of posting the following materials:

Recreational and social affairs of the Union

Union meetings

Union elections

Reports of Union committees

Union benefit programs

Current Union Contract

Training and educational opportunities

- a. The Employee Relations staff shall receive a copy of all above materials to be posted districtwide at the time of distribution. The supervisor shall receive a copy of all above materials to be posted at his worksite, at the time of posting.
 - b. If the bulletin board is provided at Union expense, the Union shall have exclusive use of it, or alternatively, the Union may choose to share a bulletin board already in place.
 - c. The bulletin board shall be located in a mutually agreeable area easily accessible to employees.
 - d. If the Union and the supervisor mutually determine that a single bulletin board may be insufficient due to the nature and size of the worksite, the Union may provide an additional bulletin board.
2. The Union shall be permitted use of the employees' mailboxes, where available, for communication with employees, subject to the same limitations that apply to the courier service, as listed in the following section. The Union representative shall be designated a mailbox at their worksite. The Union shall provide the name of the Union representative to the Board.
 3. The Union shall be permitted the use of the courier service for communication with employees. The Union shall not use the courier service to send out material derogatory to the Board, publications advocating legislative positions, (other than mutually agreed upon positions), or campaign literature for candidates for public office. The Union may send out flyers on behalf of each candidate for Union office.
 4. The Union office shall be placed on courier service route for daily pick up and delivery of Union communications subject to the normal rules which apply to other work locations, which shall include the provisions for at least one (1) bulk mailing per week.

D. Union Leave

1. The Board agrees to release the duly elected president of the Union from his regular duties to serve as OESPA president for the term of his presidency and to serve as fiscal agent for the payment of his salary, fringe benefits, and fixed charges, provided the Union reimburses the Board one hundred percent (100%) of any and all sums paid to or on behalf of said Union president. The president shall not earn sick leave or annual leave, nor be covered by the Board Worker's Compensation Insurance during said term. The president shall be given credit on the salary schedule for the year(s) served as president, and district-wide seniority shall accrue while serving as Union president. The Union president may transfer the unused sick leave days accrued as president. It shall be the Union president's responsibility to assist in securing the requested transfer of sick leave credit from the Union. One (1) day of sick leave may be transferred for each

day accrued upon return to Orange County, up to a maximum of twelve (12) days per year.

2. The Union shall be granted up to 40 days of leave per fiscal year for use by its members. No one employee may use more than 5 of the above days per fiscal year. Release time granted for bargaining, labor management meetings, and the fringe benefits committee shall not be charged against the 40 days. Any additional leave shall be at the discretion of the superintendent.
3. The Union shall give written notification of at least three work days to the Employee Relations Section as to the days and members authorized to be credited with Union leave days. These timelines may be waived by mutual agreement.
4. Such leave shall be limited to two employees per work location at any given time unless it is determined by the supervisor that the absence of more employees will not disrupt the normal operation at that work location. When an employee is the sole tradesman within his group, such leave may be reasonably denied.

E. Information

1. The Union is to be provided with copies of the Board agenda and packets upon publication and copies of all Board periodicals (i.e. Objectives, Orange Peel, etc.) The Union shall be provided with an official copy of the School Board policies, including any policy revision adopted by the Board.
2. Upon request the Board shall provide the Union with a listing containing the names, by work location, of all employees new to the Orange County School System to be limited to one request at the beginning of each school year.
3. The Union, per its specifications, shall be provided at no cost three sets of computer printouts per school year of employees provided that release of such information is legal at the time of the request and available in the format requested. Subsequent printouts shall be provided at cost.
4. The Board shall provide the Union access to public records not exempted by Florida Statutes at mutually agreeable times and with an appropriate staff member present. Copies of said materials shall be provided to the Union at cost, if requested.

F. Union Management Meetings

1. In order to provide a means for continuing communication between the parties, representatives of Employee Relations and the Union agree to meet with employees and managers representing the following functional areas: clerical, custodial, food service, maintenance, paraprofessional and transportation.
 - a. The committee for each area listed above shall meet a minimum of three times per year, one meeting to be held within 60 days after the beginning of the school term and, the others to be held between November 1 and April 1 of each year. Other meetings may be held upon mutual agreement of both parties.
 - b. The committees may discuss concerns which could result in more efficient/effective operations, and any other matters mutually agreed upon by both parties.
 - c. Such meetings shall not be intended for the purpose of negotiations or to bypass the grievance procedure.

2. Special committees may be formed as mutually agreed upon to discuss specific concerns such as training programs.
3. The Superintendent, or his designee, and the Union president, or his designee, will meet at mutually agreeable times to discuss issues which, through these discussions could lead to improvements in the school system.

ARTICLE VI

DUES DEDUCTION

- A. The Board shall deduct Union dues and uniform assessments from the wages of those employees who authorize the deduction of same in writing, pursuant to the following:
1. Authorization forms shall be personally signed by each employee requesting dues deduction.
 2. All authorization forms must be submitted by the Union to the Payroll Section.
 3. Dues deduction shall begin with the check for the first full pay period following receipt by the Board of the authorization form.
 4. The Board will deduct equal installments of the appropriate annual dues in each of the regular paychecks issued after enrollment.
 5. In no event shall a deduction be made from the pay of an employee for any payroll period in which the employee's net earnings for that period, after other deductions, are less than the amount of dues to be collected.
 6. Authorization of dues deduction for an employee shall continue from year to year, unless the employee revokes his authorization.
 7. An employee, upon thirty (30) days written notice to the Board and to the Union may revoke his authorization for dues deduction. Dues deduction will not be canceled until a standardized form authorizing such cancellation is completed and submitted to the Payroll Section. Forms shall be available from the Union or the Payroll Section.
 8. In the event a full-time employee transfers to a part-time position, or a part-time employee assumes a full-time position, the Board shall make an automatic adjustment in dues.
- B. General Provisions
1. Any change in the amount of dues subject to payroll deduction for membership in the Union shall be certified to the payroll administrator no later than twenty days prior to the effective date of change.
 2. Dues collected through the payroll deduction method shall be transmitted to the Union as follows:
 - a. Dues collected from paychecks at the end of the month shall be transmitted within two (2) work days from the date on which regular paychecks were issued.
 - b. Dues collected from other paychecks within the month shall be transmitted on the same date when the regular paychecks were issued.

3. If the Board complies with the specific requirements of this Article, the Union shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of complying with the dues deduction request.
4. The Union recognizes that the Board is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments.
5. The Union agrees that if at any time during the duration of this Contract the Union authorizes, causes, engages in, or sanctions any strike, work stoppage, or other illegal job action of any kind, the privilege of dues deduction may be revoked during the remainder of the term of this Contract, but not beyond the following June 30.

ARTICLE VII

NO STRIKE CLAUSE

The Union agrees to comply with statutory provisions prohibiting strikes by public employees. In the event of any such violations during the term of the Contract, the Union shall endeavor to return the employees to work as quickly as possible by:

- A. Delivering immediately to the Board a copy of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and to return to work.
- B. Taking such other action which the Union deems reasonable and appropriate to bring about compliance with the terms of this Contract.

ARTICLE VIII

EMPLOYEE RIGHTS

- A. The provisions set forth in this Contract for wages, hours, and terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, marital status or age.
- B. The parties agree that they shall not discriminate against any employee because of his activity or membership, or non-activity or non-membership in the Union.
- C. The Board agrees that the private and personal life of any employee, including additional employment, are not within the appropriate concern or attention of the Board, provided that these activities do not impair the employee's effectiveness and performance as an employee of the School Board.
- D. The Board agrees to comply with Chapter 768 of the Florida Statutes as it relates to actions in tort for damages as a result of the negligent or wrongful act or omission of an employee while acting in the scope of his employment. The Board shall not be responsible or liable for the actions of an employee who acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Further, if the employee relies on the Board for tort protection the Board may exercise its right to settle any claim for damages brought against the employee in any manner the Board deems appropriate.
- E. The Board, upon request by an employee, may determine to provide legal services for employees who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities. However, in any case in which 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 provision. Each determination of the Board to expend funds for legal defense of an employee shall be made at a public meeting with notice pursuant to Chapter 120 of the Florida Statutes.

- F. An employee shall have the right to legal protection by the board in any civil or criminal action that may arise out of a work-related incident. The employee shall be entitled to representation as provided for in Article XII. Any employee who refuses to provide a requested statement shall waive his right to legal protection by the board.
- G. The cost of any physical examination taken by an employee at the direction of the Board, except that which is a prerequisite for employment, shall be borne by the Board. The Board shall provide a list of three doctors from which the employee shall choose one.
- H. Employees shall have access at their worksites to officially adopted School Board policies pertaining to employees and work rules for their particular worksite and/or department. In addition, these policies and generally distributed work rules (handbooks) shall be maintained in Employee Relations and in the Union office.
- I. The Board will repair or reimburse employees the current value of any clothing or other personal property damaged or destroyed as the result of assault and/or battery upon him suffered in the course of the legal performance of his assigned duties, unless such loss is covered by insurance or reimbursement is attained from other sources, not in excess of \$200.
- J. An employee is permitted to use necessary and reasonable force to quell a disturbance, to protect himself or others from possible injury, to restrain a disruptive student, or to protect personal property and District property.
- K. An employee shall not be required to find a substitute for any approved leave of absence.

ARTICLE IX

GENERAL PERSONNEL PROVISIONS

- A. Job Descriptions
 - 1. The Board will prepare and maintain job descriptions for all employees which include qualifications, and an outline of typical duties. It is understood by the parties that every incidental duty connected with the functions enumerated in the job description is not specifically described. This does not preclude the requirement of performance by employees of related duties.
 - 2. An employee or group of employees with the same job description will be afforded the opportunity to discuss and review his (their) job description with his (their) supervisor and a Union representative.
 - 3. Nothing in a job description is intended or shall be construed so as to concede to any employee the right to refuse to follow instructions or orders. It is understood between the parties that employees will normally be assigned duties that are consistent with their position.
 - 4. Specific job duties shall not be assigned as a form of disciplinary action.
 - 5. Prior to any change in an employee's assignment of duties as set forth in his job description, the employee shall be informed. Prior to said change, the employee may request a discussion on and/or review, as outlined in Section 2 above. Any employee whose job description is changed shall be provided a copy of the new job description.

6. All new employees shall be furnished a copy of their job description.
 7. Copies of all job descriptions shall be maintained in the Personnel Department. Copies shall be made available, upon request, at affected work sites. The Union shall be provided copies of all current job descriptions.
- B. Members of the same family shall not be employed in such a way so that one family member directs the work of another family member.
- C. Seniority
1. Seniority shall be defined as the total length of continuous service with the Board. Seniority shall be district-wide and shall be effective from the date of employment. Time off for Board-approved long-term leave of absence without pay shall not count toward seniority but such leaves shall not be considered as an interruption of service.
 2. Employees shall lose their seniority as a result of the following:
 - a. Resignation
 - b. Termination
 - c. Retirement
 - d. Layoff exceeding one year
 - e. Failure to report from layoff within the time limits prescribed
 - f. Failure to report from any long-term leave, including military, within the time limits prescribed.
- D. Personnel Files
1. A personnel file shall be maintained for each employee. All files maintained on employees shall be confidential, except as provided herein or by Florida Statutes.
 2. Certain health/physical fitness information may be maintained in a separate file.
 3. Access to Files
 - a. To the extent permitted by law, the personnel file of each employee shall be open to inspection only by the School Board, the Superintendent, the supervisor, the employee himself and such other persons as the employee or the Superintendent may authorize in writing.
 - b. An employee shall have the right to examine the contents of his personnel file, which is maintained in the Personnel Department, at a reasonable time in the presence of a Personnel Department staff member. All references originating outside the District on the basis of confidentiality for initial employment shall not be available for inspection by the employee. On written authorization, the employee may permit any designated person to examine his file. An employee may request that a representative accompany him when the file is being reviewed by the employee.
 - c. An employee, upon request, shall have the right to meet with his supervisor for the purpose of examining the contents of any work location file which may be maintained on the employee.
 - d. Copies of documents in an employee's own file shall be provided at no cost to the employee.

4. Placement of Material in Files

- a. Evaluation forms and written reprimands shall not be placed in an employee's personnel or school file unless the employee has signed the document. Said signature does not necessarily indicate agreement with the contents. If the employee is unavailable for signature, a copy of the document shall be sent by certified mail to his last known address, and verification of such will serve in lieu of his signature. All such documents placed in the employee's file shall be identified as to source.
- b. Complaints originating from sources other than the employee's supervisor shall not be placed in the employee's file unless the document has been shared with the employee in a formal meeting.
- c. Directives shall not be placed in an employee's personnel file maintained in the personnel department.
- d. At the request of an employee, material of a derogatory nature shall be removed from his file after two years, and returned to the employee, excluding evaluations. Written reprimands and other notices of disciplinary action to the employee shall be removed subject to the provisions of Article XII.

5. An employee may file, within twenty work days after receipt of such document, a statement of reaction to the document. The employee shall provide a copy to the originator of the document and a copy to the Personnel Department; and such copy shall be attached to the originator's copy and the copy in the employee's file.

ARTICLE X

EMPLOYMENT STATUS AND ASSIGNMENT

A. Vacancies

1. A vacancy shall be defined as a newly created bargaining unit position or a position that has been vacated by an employee, provided the position has not been eliminated.
2. Job Postings

- a. The Board agrees to post vacancy notices for the following positions at all worksites and in the Personnel Department for a period of ten work days:

Senior Secretary and Clerk and above
Resident Custodian and Crew Leader
All other positions at grade 25 and above

Said posting shall contain the following information:

1. Job description
 2. Location of work
 3. Start date
 4. Rate of pay
 5. Closing application date
- b. A listing shall be posted weekly at all worksites and in the Personnel Section of all vacant positions, including those in food service, showing position title, grade and work location. All positions shall appear on said list before being filled. A copy shall be sent to the Union.

- c. Less than 12-month employees shall be considered for part-time and/or temporary positions during the summer months. Said positions shall be posted for a two-week period in May of every year.
3. Interested employees may apply in writing to the Personnel Department within the posting period.
4. The hiring decision for a posted vacancy shall take place within fifteen (15) workdays of the closing application date, unless the vacancy is to be readvertised.
5. Employees requesting a transfer shall be given consideration for vacant positions prior to hiring new employees. If requested, an affected employee shall be given an explanation as to why he was not transferred.
6. Applicants who have been interviewed shall be notified in writing as to whether or not they have been selected for the position.
7. An employee who desires to apply for another position may file an open application with the Personnel Department for review each time a vacancy in the position occurs. Applications shall be good for one year.
8. Nothing herein shall preclude hiring on a temporary basis to fill a position which has been temporarily vacated due to an employee's leave of absence. If such temporary appointment comes from within the work location (the newly (second) vacated position shall also be filled on a temporary basis. If it becomes known that the employee on leave will not be returning, the position shall then be declared vacant, and the provisions in Sections 2 through 4 above shall apply. The employee who temporarily filled the position may be considered along with other applicants at that time. If the employee is not chosen to fill the position, he shall be returned to his original position at that work location. These provisions shall be applicable to employees from other work locations only upon the approval of both supervisors.

B. Transfers

1. A transfer is a change in an employee's work location or position. Transfers will be considered either voluntary or involuntary.
2. Except for cases as outlined in section 3 below, before any transfer is made, a meeting shall be held between the supervisor and the employee(s). The supervisor shall explain the need for the transfer, and the employee(s) shall be given an opportunity to discuss the transfer. Length of service and geographic location will be given consideration before a final decision is made. Unless mutually agreed by the employee and his supervisor to expedite the time limits, the employee shall be given notice of at least five (5) work days prior to any transfer.
3. Employees who are transferred to a different work location and/or position on a temporary basis, pending resolution of a situation involving potential disciplinary action or under other unusual circumstances, shall be assured of receiving the same wage as they received prior to the transfer. This provision shall not be applicable to employees involved in a layoff/recall situation or to employees who transfer voluntarily.
4. Transfers shall not be for purposes of disciplining an employee, nor be arbitrary or capricious in nature. If an employee is transferred, by mutual agreement, to a lower classification due to reasons of job performance, such transfer shall not be considered as disciplinary nor arbitrary or capricious in nature.

5. Employees may be involuntarily transferred for reasons which include organizational changes at the work location or districtwide, changes in the job description, vacancies, and increased or reduced allocations.
 - a. Unless there is a special need, volunteers will be sought first. If there are no volunteers, the least senior person shall be transferred.
 - b. Geographic location will be given consideration when transferring the employee.
6. Any employee who is temporarily assigned the duties of another employee on leave of absence for 10 work days or more, will be paid at the absent employee's pay grade for such duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties. An employee who substitutes for one-half day or longer for a teacher who is absent shall be paid at the rate of a permanent substitute for said day.

C. Reduction in Hours

1. If a reduction in hours of an employee from a full-time to a part-time position becomes necessary, the Board shall first seek volunteers. If no one volunteers, the reduction in hours shall come from those employees with less than one year of experience. If a further reduction is necessary, the least senior employee with one or more years of experience shall be reduced in hours first. A full-time employee shall be one who is scheduled to work 25 or more hours per week.
2. This provision shall not apply to the adjustment of working hours for any employee whose hours are not reduced by more than one hour per day.

D. Probation

1. All newly appointed employees will be placed on probationary status during their first sixty (60) work days of employment. During this time, benefits will accrue the same as for employees in permanent positions, except that if the probationary employee terminates for any reason at the end of his probationary period or before, no accrued annual leave shall be credited to the employee.
2. An employee may be dismissed without cause at any time during his probationary period. Such employee shall be provided written notice of the dismissal. Employees being dismissed for performance-related reasons only shall be assured of a minimum three (3) day notice, or three (3) days of severance pay in lieu of the notice. The employee shall be given the opportunity to discuss the dismissal with his supervisor, if requested, prior to the end of his last duty day.

E. Reappointment

1. Employees, excluding temporary employees, shall be notified by their supervisors in writing no later than May 1 if they will or will not be reappointed for the following year.
2. Any nonreappointment of employees shall be based upon either allocation related or performance related reasons. Performance related reasons shall include written documentation of less than satisfactory work which has been formally called to the employee's attention and/or conduct related matters which formed the basis for disciplinary action greater than a verbal reprimand.
3. For those employees not recommended for reappointment for allocation-related reasons, the following procedures shall apply:
 - a. Each supervisor shall submit to the Personnel Department by May 1 a listing of those employees not recommended for reappointment, but who would be

recommended were there an allocation in the school or department allowing for same. A copy of the compiled listings shall be sent to each affected employee and to the Union.

- b. The determination of which employees shall not be recommended shall come from those with one year or less seniority. If allocation changes would result in additional employees not being recommended, they shall be selected in inverse order of seniority, with the more senior employee being retained.
 - c. For purposes of this section only, the following combinations of position titles shall apply:
 - (1) Teacher Aide and Teacher Assistant
 - (2) All school-based clerks
 - (3) Positions within the same trade, exclusive of Trades Technician
 - (4) School Lunchroom Assistants
 - (5) Administrative Secretaries and Clerks I through Senior (District-wide)
 - (6) Correspondence Secretaries I through Senior (District-wide)
 - (7) Permanent Substitutes
 - d. Beginning May 1, the Personnel Department shall meet with affected employees for purpose of identifying positions for which they qualify and scheduling interviews at work locations with vacancies. Employees with greater than one (1) year of seniority who have not been offered and accepted a position by June 15 shall be placed in vacant positions for which they are qualified prior to the beginning of the next school year. No hiring of other applicants for positions for which these employees qualify shall resume until after July 1.
 - e. If the allocation in the respective school or department increase prior to the beginning of preplanning, the position shall be offered to the most senior qualified non-reappointed employee from that school/department prior to filling the vacancy with a new employee
4. For those employees not recommended for reappointment for performance-related reasons, the following shall apply:
- a. The employee may request of his supervisor written reasons for the decision. Such request shall be made within eight duty days of receipt of notification. The supervisor shall respond within eight duty days of the request.
 - b. Within ten duty days of the receipt of the supervisor's response, but not later than June 1, the employee may request a review of the decision by sending a letter to the Superintendent. The employee, within ten duty days of the receipt of the supervisor's response may submit any written documentation, which material shall be considered in the review.
 - c. Such review may include a meeting, if requested by the employee, and shall be conducted by the Superintendent or his designee, by June 15. This deadline may be extended by mutual agreement.
 - d. If the decision is overturned, the employee shall be returned to the same or similar position, and be given back salary and applicable benefits.
 - e. The Union shall be notified of the results of each review.

F. Promotion

1. Promotion is the advancement of an employee to a higher grade position within the bargaining unit. Employees who are promoted within a designated career path shall be assured of retention of their step, except that if the employee is promoted to a position at grade 30 or above, the step may be adjusted, provided the increase is at least 10 percent. Any other employee who is promoted shall be assured of either his step or a minimum five percent increase, whichever is less.
2. It is the intent of the Board to promote from within the bargaining unit wherever it is practicable, desirable and consistent with the efficient and effective operation of the school district. Employees applying for a promotional vacancy shall be given consideration prior to hiring new employees.
3. The following procedures shall be used in promoting employees to fill vacant positions:
 - a. Applicants must apply in writing.
 - b. Applicants will be considered for promotional vacancies based upon the following criteria:
 - (1) Qualifications as outlined in the job description.
 - (2) Evaluation reports within the past two (2) years
 - (3) Length of service
 - c. Any employee who receives a promotion must be willing to transfer to another work location.
 - d. If requested, an employee shall be given an explanation as to why he was not promoted.
4. The acquiring of a license or certificate related to an employee's particular trade or skill shall be considered as part of the employee's qualifications.
5. If, within thirty (30) work days of the employee being promoted, in the judgment of the supervisor the employee's quality of work is not such as to merit continuation in the new position, or the employee requests a transfer to his original (lower) position, he may be returned to his original position provided a vacancy exists within 60 days. The employee's rate of pay shall then be adjusted to that in effect for the lower position.

G. An employee who plans to resign shall give at least ten work days notice unless waived by his supervisor.

H. Layoff

1. The Board shall determine the classification in departments and/or work locations from which employees are to be laid off. A meeting shall be held with the Union prior to any layoff. Employees will be laid off in the inverse order of the length of time in their classification at the time. In the event that two or more employees in an affected department or work location have the same amount of service in their classification, the employee with the greater seniority shall be retained. If the two employees have the same amount of seniority, the employee to be retained shall be determined by lot.

For purposes of this section, the following combinations of position titles shall apply:

- a. Teacher aide and teacher assistant
- b. All school-based clerks
- c. Positions within the same trade, exclusive of Trades Technician

- d. School lunchroom assistants
- e. Administrative Secretaries and Clerks 1 through Senior (districtwide)
- f. Correspondence Secretaries I through Senior (districtwide)
- g. Permanent substitutes

Positions not listed as combinations above shall be considered by individual job titles.

2. When the need for a layoff becomes known to the Board, hiring for the affected classifications shall be frozen. As soon as an employee is notified of his potential layoff, he shall notify his supervisor and the Personnel Department if he is interested in being assigned to any other classification in which he has served during the last three years. Employees identified for potential layoff shall be placed in applicable existing vacant positions. An employee shall be first offered a vacant position at his own school/department and if there are no such vacancies, an offer will be made for a position in another school/ department. Should the employee refuse the offer of such a position, the Board shall have no further obligation to the employee. The above offering of positions shall be performed in order of greatest seniority in the classifications from which the employee is to be laid off. No new employees within the affected classifications shall be hired before all employees to be laid off have been offered a position.
3. In cases where a layoff is pending, employees who have been identified for layoff may be offered a related position for which they are qualified in that school or department. Acceptance of the related position shall carry no guarantee of the same number of hours per day or days per year.

For purposes of this section, related positions shall refer to positions within the same general classifications, as follows:

- a. Clerical
 - b. Custodial
 - c. Food Service
 - d. Maintenance
 - e. Paraprofessional
 - f. Transportation
4. The Board shall, for a period of one year following layoff, maintain a layoff register and shall recall former employees by classification in which vacancies have occurred. No appointment of a new employee shall be made to the classification until all former employees similarly situated on the layoff register have been recalled.
 - a. Employees who have served in any other classification within a three-year period immediately preceding layoff may choose to be placed on the recall list for any of those classifications, by notifying the Personnel Department in writing within one week of receipt of their notice of layoff. Such employees shall be subject to the same provisions as set forth in the above section.
 - b. When employees are recalled from layoff, the employee with the greatest length of service in that classification shall be recalled first. Such recall shall be district-wide, except that if an employee refuses the first offer of employment for a position in a school or department other than the one from which he was laid off, the Board shall have no further obligation to place the employee district-wide. The employee in such cases shall remain on the recall list for his particular school or department, unless he also refuses an offer of employment to that work location, in which case the Board shall have no further obligation to the employee for any recall.

- c. Recall will be made by certified mail to the last known address of the laid off employees. Within ten work days of the certified receipt date, laid off employees must signify their intention of returning to work to the Personnel Department. Failure to respond to the notice shall constitute a resignation by the employee.
 - d. If the laid off employee, when offered recall, is temporarily unable to return due to medical reasons, he may request an extension of recall rights, not to exceed two (2) months.
5. The Board shall assist laid off employees in identifying and applying for other positions for which they may be qualified, during their layoff period. Laid off employees may use job counseling and/or enroll in job training programs as may be offered through the Employee Assistance Program during their layoff.

ARTICLE XI

EVALUATION

- A. Both parties agree that evaluation is an ongoing process which indicates to the employee how his past performance has been evaluated by his supervisor.
- B. All employees shall be formally evaluated at least once annually. This annual evaluation shall occur no later than April 15, on a standard form developed by the Board, after consultation with the Union by October 1 of each year. Rating categories shall be limited to Satisfactory, Satisfactory with Recommendations, Unsatisfactory, and Not Applicable.
- C. The formal evaluation shall serve as a basis of discussion for recording satisfactory performance by an employee or where an employee's performance is unsatisfactory. Unsatisfactory performance shall be documented.
- D. The judgment of the supervisor shall not be subject to the grievance procedure.
- E. The employee shall receive, in a confidential manner, a completed copy of his formal evaluation. The supervisor and the employee shall sign and date the completed form. The employee's signature shall not necessarily imply agreement with the evaluation, but acknowledge receipt. The employee will have the right to discuss the evaluation with the supervisor.
- F. If the employee is unavailable for signature, the form shall be sent by certified mail to his last known address on file.
- G. The employee shall have ten (10) duty days to respond in writing to the report and said response shall be a part of the evaluation report.
- H. If matters arise which may result in an unsatisfactory rating in any area on the evaluation report, such matters will be discussed with the employee within a reasonable time and in a formal meeting. Said meeting shall include specific recommendations for improvement along with a reasonable time for completion prior to the conference in Section E above.
- I. If the employee within five (5) duty days of the formal discussion makes a written request that the formal discussion be reduced to writing, the supervisor shall do so within five (5) duty days of the receipt of the request. This shall not be interpreted so as to preclude a supervisor from reducing the discussion to writing should he desire to do so. Any such letter or memorandum shall be given to the employee, who shall have an opportunity to respond, in accordance with Section G. above.

- J. A less than satisfactory evaluation shall not serve as prima facia evidence of the facts therein in any later situation when dismissal is being considered.
- K. Any unsatisfactory evaluation prepared for an employee's file upon his separation from the district shall be contingent upon compliance with Sections F and H above.

ARTICLE XII

DISCIPLINE

A. General Provisions

1. An employee may be disciplined only for just cause, and discipline shall be imposed only for a violation of an expressed rule, an expressed order, an expressed policy, and/or reasonable expectation of management, which reasonably should have been known to the employee. Prior to imposing any form of discipline, a fair and objective investigation will be conducted.
2. Disciplinary action appropriate to the circumstances may take one or more of the following forms: dismissal, suspension without pay, verbal reprimand, and written reprimand. It is anticipated that under normal circumstances disciplinary action shall be progressive in nature, whereby the severity of the violation, past violations of a similar nature, and past disciplinary action for those violations are all taken into consideration. It is understood that a given form of discipline need not necessarily be preceded by a less serious form of discipline.
3. The Board may dock an employee's pay as a form of discipline in matters which relate to time off the job.
4. The following shall be grounds for suspension without pay for a specified time period or for dismissal: conviction of any crime involving moral turpitude, drunkenness, gross insubordination, immorality, misconduct in office, willful neglect of duty, or continued failure to satisfactorily meet performance standards for the job.
5. If during the course of the investigation it is determined that the employee's continued presence on the job may be threatening to the health and/or safety of students, other employees or the facility, the employee may be relieved of duty with pay. The employee shall receive written notification, in a timely fashion, of the relief of duty which includes a statement as to the basis for this action. A copy of the notice shall be sent to the Union. Relief of duty with pay during an investigation shall not be considered disciplinary in and of itself.
6. An employee shall be entitled to representation in any meeting with the administration when the employee reasonably feels that discipline may result.
7. Only supervisors shall be permitted to discipline employees.
8. If, during a disciplinary investigation, the employee chooses not to make a statement or explain his perception of an incident, it shall not be construed as an admission of guilt. Reasonable time will be given the employee for a response. If the employee does not respond, the supervisor shall proceed based on the information known to him at the time.
9. If matters arise which indicate the need for disciplinary action during a time when an employee is not required to be on duty, no action shall be taken until such time as he is required to be on duty or he has received notification of the proposed action, whichever

occurs first. Notice by certified mail to the employee's last known address shall be considered a reasonable attempt at notification.

10. Prior to disciplinary action being taken, the employee shall be informed in a preliminary meeting what the basis of potential discipline is, what the witnesses said, and what the other sources of information indicated. Prior written notification of at least two work days shall be given to the employee indicating the purpose and time for the meeting.
 - a. During the meeting, the employee will be afforded an opportunity to explain his perception of the facts and may name any other witnesses or sources of information which might provide information concerning the basis for potential discipline.
 - b. If the employee names additional witnesses or sources of information, these shall be investigated prior to a final determination being made.
 - c. If additional information is obtained, which could lead to a different determination, a subsequent meeting shall be scheduled with the employee to inform him of the results of the additional investigation.
11. Disciplinary action shall be taken within ten work days of the time the employee was informed of potential disciplinary action as outlined in Section 10 above. This time limit may be extended in cases where additional witnesses and/or sources of information are/were unavailable for further investigation.
12. The supervisor's questioning of an employee and/or the offering of reasonable direction regarding any incident which later might be dealt with in a disciplinary manner shall not be considered an oral reprimand.
13. The Superintendent may also suggest that the affected employee enroll in the Employee Assistance Program.

B. Reprimands

1. Any oral reprimand shall be given in private.
2. Written Reprimands
 - a. An employee may file, within 20 work days after receipt of a written reprimand, a statement of reaction which shall be attached to the reprimand and remain in his file as long as the reprimand remains, but in no event longer than specified in Section b. below.
 - b. Any written reprimand shall contain a statement that it shall be removed from the employee's personnel file if there are no similar problems for a specified period of time, which shall not exceed two years.
 - c. A written reprimand shall not serve as prima facia evidence of the facts alleged therein in any later situation when dismissal is being considered.

C. Suspension without Pay

1. A suspension without pay normally will be preceded by a written reprimand for a similar problem(s). Following the reprimand, the employee must have been given reasonable time to correct the problem(s).
2. An employee may be suspended without pay without a previous written reprimand if serious circumstances exist that could possibly lead to dismissal.

3. Any suspension without pay shall not exceed five (5) work days.
4. The provisions for written reprimands specified above, relating to the employee's right to respond shall also apply to suspensions without pay.
5. The employee shall have received written notification of the suspension including the date(s) and the basis for this action. A copy shall be placed in the employee's personnel file and another sent to the Union. At the request of the employee, the suspension letter shall be removed from his personnel file if there are no similar problems for a period of two (2) years.

D. Dismissal

1. During the course of the investigation, the Superintendent may require a physical and/or psychological or psychiatric examination of the employee if the employee is available, at the expense of the Board. Prior to requiring such examination, there shall be a meeting with the employee, at which time the basis for requiring such an examination shall be explained. This shall be followed up in writing. The employee shall have the right to seek an additional opinion or judgment from among state licensed physicians or psychiatrists at the employee's choosing and at the employee's cost within a reasonable time period.
2. In cases of alleged incompetency, or continued failure to satisfactorily meet performance standards for the job, the following shall also apply:
 - a. The employee shall be notified in writing of alleged deficiencies which if not corrected could lead to his dismissal. The notice shall include specific recommendations for improvement, a tentative timeframe for improvement and a statement that failure to correct the alleged deficiencies may lead to dismissal.
 - b. Further explanation of the alleged deficiencies and suggested corrections shall be provided to the employee in a conference or conferences, the first of which shall be held within three weeks of the written notice.
 - c. Reasonable assistance shall be offered and provided in order to assist the employee in correcting deficiencies.
 - d. A reasonable period of time not less than six weeks from the written statement required above shall be provided for correction of deficiencies. This time period shall be specified in writing and may be extended.
 - e. At the end of the time period provided, a formal evaluation of the employee's performance shall be made.
 - f. In extreme cases, an immediate formal evaluation of an employee's performance may be made provided that the employee shall be notified in writing of the reasons for this action and be provided a reasonable opportunity to discuss the basis for the action. Such action shall be taken only when there is direct evidence that an extreme emergency exists.
3. Notice of the dismissal shall be in writing including the specific reasons for the action being taken and the effective date. One copy shall be placed in the employee's personnel file and another sent to the Union.

ARTICLE XIII
DAYS AND HOURS

- A. The Board retains the right to schedule its employees, however, the Board shall provide employees with consecutive hours during the work day, with the exception of bus operators and monitors, who may have two one-half day shifts several hours apart. The Board shall provide a five-day notice of any permanent schedule change. If requested, a reason shall be provided as to why a schedule change is required.
- B. Except in cases of emergency, the supervisor shall notify the employee at least two work days in advance if the employee's daily work schedule must be changed to accommodate a school or civic function which is held outside of the employee's regular work day.
- C. Rest Periods and Lunch
1. Employees who are scheduled to work three and one-half hours per day shall be granted a fifteen minute paid rest period. Employees who work beyond six hours per day shall be granted an additional paid rest period. The rest period shall be scheduled whenever possible near the middle of a shift. The Board may vary the scheduling of such rest period(s) when, in its opinion, the demands of work require such variance. The length of the break shall be prorated for employees who work ten hours per day.
 2. No employee shall be scheduled to work more than three consecutive hours without a scheduled break.
 3. Employees who are scheduled to work six or more continuous hours exclusive of the paid rest period shall be scheduled for a non-paid meal break of at least thirty minutes, provided this shall not be applicable to bus operators or monitors who work less than seven continuous hours. The meal break shall be scheduled reasonably near the middle of the employee's work day.
 4. The Board shall provide a room or private area for use of employees during their lunch and break times.
 5. School-based employees who support teachers may leave their worksites during lunch upon receiving permission from the principal. Other employees may leave their worksites during lunch at their discretion.
- D. Overtime
1. An employee's supervisor will make a reasonable effort, except in cases of emergency, to notify the employee as soon as possible of the need for required overtime. The supervisor shall first seek to obtain volunteers for the performance of the overtime work.
 2. Payment for the overtime shall be at the rate of one and one-half times the employee's regular hourly rate for hours worked in excess of forty (40) and up to and including fifty-five (55) within the work week; for hours worked above fifty-five (55) within the work week, the rate shall be twice the employee's regular hourly rate. For hours worked on Board designated holidays, the rate shall be twice the employee's regular hourly rate.
 3. Bus operators driving for weekend or extracurricular trips shall be compensated at one and one-half times their regular hourly rate when their duty time exceeds an aggregate of forty (40) hours per week. For overnight trips, the state approved per diem will be paid in addition to the hourly rate.
 4. The work week shall be Saturday through Friday.

E. Emergency Call Back

1. An employee who is required to report for duty outside of his regular work day shall be paid for the actual hours worked plus the time normally required to travel to and from the worksite or a minimum of two hours, whichever is greater.
2. If the extra duty time becomes contiguous with the employee's regular work day, he shall be paid, in accordance with Section D above. but shall not be paid for the time required for travel.

F. On days preceding a student holiday, the workday for school-based employees who support teachers (example: teacher aides, teacher assistants, permanent substitutes) shall end at the same time as the student day, except when an emergency situation arises which requires that the employee remain on duty. Other employees may be released on these days at the discretion of their supervisor.

G. Voting Rights - During a general or primary election, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose either at the beginning or at the end of his work day. When the polls are open either one hour before and/or one hour after the employee's regularly scheduled work day, the employee shall be considered as having sufficient time for voting without the necessity for further time off.

H. Within 60 days of ratification of this Agreement, each employee will be notified of his grade/step and the anticipated number of hours per day, excluding the lunch period, he will work. During the course of the year, when changes in existing programs or the addition of new ones, are mutually agreed on between the Board and the Union, the number of hours an employee works per day may be varied. Any employee so affected shall be given at least a five day notice of such change.

ARTICLE XIV

WORKING CONDITIONS

A. The Board agrees to permit employees the use of telephones at their worksites provided such use does not interfere with the operation of the school or department. Telephones are not to be used for personal calls except in situations which affect the health, safety and welfare of the employee or his immediate family.

B. Maintenance employees shall provide their own set of hand tools normally required to fulfill their job responsibilities.

1. The Board shall be responsible for the replacement of tools that are stolen from the Board-owned property, including vehicles, provided the employee can show that he used reasonable diligence in the care and protection of the tools.
2. No replacement shall be made unless the tools had been inventoried with the employee's supervisor and the claim is made within 24 hours of the discovery of the loss. Replacement shall be of equal quality and completed within a reasonable time, which normally does not exceed 10 workdays.

C. It is the intent of the Board to provide lockable storage areas for custodians' equipment and supplies with limited access by persons other than the custodial staff and administration. No custodian shall be held responsible for the loss or misuse of custodial equipment and supplies in cases where there has been unlimited access by students and/or other employees.

D. The Board shall establish and maintain a maintenance schedule for board vehicles, including school buses. Drivers shall be provided forms designating needed repairs. A copy of the work order relating to repair work done, if any, shall be returned to the driver, if requested.

E. Health and Safety

1. The Board agrees to provide proper and necessary safety equipment and devices for employees in compliance with State law and State Board Rules. The Board shall furnish protective clothing or protective devices to employees who are required to wear them in the performance of their assigned duties.
2. The Union and the Board agree that careful observance of safe working practices and written Board safety rules is a primary duty of all employees. The Board agrees that there will be uniform enforcement of such rules.
3. Natural or mechanical ventilation shall be provided in school kitchens in accordance with Florida State Board of Education Regulations.
4. The supervisor shall take steps, in cooperation with the employee, to provide reasonable precaution for the employee's safety. If an employee is harrassed, upbraided, abused, threatened or suffers from bodily harm or property loss by an individual or a group of individuals during the performance of his duties, he shall immediately notify his supervisor, in writing, as soon as possible giving in detail the circumstances thereof. This report shall be forwarded to the Superintendent. The Superintendent or his designee shall cooperate with the employee in the event of a civil or criminal proceeding, including providing him with legal counsel to advise him of his rights, and shall assist the employee in connection with the handling of the incident with law enforcement and judicial authorities.
5. The parties agree to form a joint safety committee by January 1, 1990, to review current safety rules and practices at the various worksites, to provide a vehicle for the handling of complaints, and to look for ways of improving safety conditions.
6. No employee shall be disciplined for refusal to work in an unsafe or hazardous situation where there is an imminent danger to the employee's health, safety or well being, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention. No employee shall be required to search for bombs or remain in an evacuated building.
7. The use of physical force by an employee as may be necessary to protect himself or other students or other teachers from disruptive students shall not be construed as corporal punishment.
8. The payments of any medical expenses incurred as a result of an assault on an employee by a student or other injury sustained in the line of duty shall be subject to the medical schedule and regulations governing Worker's Compensation.
9. An employee who observes a condition which he considers a health or safety hazard shall report same, either verbally or in writing, to his supervisor. Supervisors will welcome any suggestions concerning safety.
10. The Board will make reasonable provision for inservice training for employees in CPR and other first aid. This inservice training will be available for implementation by January 3, 1990.

ARTICLE XV

SALARY

- A. The Board agrees to advance each employee steps 0-C on the salary schedule found in the Appendix, one step for the 1989-90 fiscal year, provided the employee has served at least one day more than half of the number which comprises his work year. Salaries shall take effect upon ratification of this Contract, and shall be retroactive to July 1, 1989.
- B. Permanent substitutes who complete either a two or four-year degree shall receive an increase in pay according to the appropriate grade in the pay grade schedule, upon verification of completion of said degree. The salary of permanent subs attending four-year institutions who earn credit for a two-year degree shall be adjusted retroactive to the date upon which the employee qualified/applied for a two-year degree, whichever is later.
- C. Salary Credit
 - 1. A new employee shall be granted up to five years credit for experience and/or training in his primary or related field, provided such is documented. Former employees who are rehired shall be granted credit for all years worked in the school system for related experience.
 - 2. Additional credit for experience and/or training in an employee's primary or related field may be granted to new employees provided such request is submitted by the employee's supervisor and approved by the Personnel Department. In no case may the credit granted exceed the total years documented.
 - 3. Employees shall be paid at step 0 until such time as verification is received by the Personnel Department. Once verification is received, the employee's salary shall be adjusted retroactive to the date of employment or the beginning of the current fiscal year, whichever is later.
 - 4. Each employee shall be given written notification of this provision when hired.
- D. Each part-time or full-time school lunchroom assistant, who on a regular daily basis drives a van for a satellite school, will receive an annual supplement of \$150. This supplement will be divided into equal payments with the regular check.
- E. Employees shall earn sick leave on a pro rata basis for working during the summer months in bargaining unit positions.
- F. The Board may provide for recognition of employees who have contributed outstanding and meritorious service in their fields and adopt and implement the program of meritorious service awards to employees who propose procedures or ideas which are adopted and which will result in eliminating or reducing School Board expenditures or improving School Board operations. The School Board is authorized to expend funds for such recognition and awards. Any award granted under the provisions of this paragraph shall be \$2,000 or 10 percent of the first year's gross savings, whichever is less. The Union shall be sent a copy of any awards granted under this section.
- G. The Board agrees to review the findings and recommendations of the pay equity study with the Union prior to the opening of negotiations, and for use as a basis for wage negotiations, for 1990-91, provided the Union submits these findings and recommendations by February 1, 1990.
- H. The Board agrees that negotiations will be reopened should the Florida Legislature allocate increased funds to be specifically utilized for cost of living increases for classified employees.

- I. The parties recognize that an employee may be upgraded to a higher position in the bargaining unit due to various factors related to the expectations of the job and/or a higher level of skill acquired by the employee. The Board agrees to establish a listing of these criteria for line of progression jobs by November 15, 1989, and share this information with affected employees and the Union. Bargaining will be reopened on the aforementioned date only if the criteria are not provided.
- J. Method of Payment
1. The Board agrees to issue bi-weekly paychecks. Until such time as this is implemented, the Board will continue to issue checks on the 15th and 30th of each month.
 2. If the scheduled payday is not a regular workday, checks shall be issued on the last duty day prior to the scheduled payday.
 3. Overtime pay or any other contractual obligations shall be paid as soon as practicable after authorization has been received.
 4. Each employee's paycheck will be delivered in an envelope. The Board will provide for confidentiality in the distribution of employee paychecks. The Board will examine the feasibility of various methods including available technology in providing secured paychecks.
 5. Upon request of the employee, the Board shall provide direct deposit of each of the employee's paychecks to the financial institution of the employee's choice. This provision shall be subject to mutually agreed upon regulations relating to direct deposit.
- K. It is understood that any changes in the Pay Grade Schedule (Appendix A-1) shall be negotiated by and between the parties.

ARTICLE XVI

FRINGE BENEFITS

- A. The parties agree to participate in a joint Fringe Benefit Committee for the purpose of discussing current insurance coverage, reviewing alternatives to the current coverages and reviewing improvements in the current coverages. The committee shall be composed with equal representatives from the Union, the Board, and each of the other recognized bargaining units within the District. This committee shall have no power or authority to agree to any changes in insurance that would require negotiations. Both parties agree that the Fringe Benefit Committee shall have the authority to submit proposed changes in the insurance package to the Superintendent or his designee for analysis of both program impact and cost.
- B. Health Insurance
1. The Board agrees to provide, at no cost to the employee, the current health insurance program or a program equal to or better than the current benefit program, including but not limited to:
 - a. A Preferred Provider Organization (PPO) Program of network doctors, hospitals and pharmacies shall be available. Deductibles shall be as mentioned in c. below under In-Network. Co-insurance shall be ninety (90) percent of the first ten thousand dollars (\$10,000), with a maximum out-of-pocket of one thousand dollars (\$1,000) per individual or two thousand dollars (\$2,000) per family. Out-of-pocket does not include deductible.

- b. Out-of-network co-insurance shall be seventy (70) percent of the first ten thousand dollars (\$10,000) up to an out-of-pocket maximum of three thousand dollars (\$3,000) per year for an individual or six thousand dollars (\$6,000) for a family. One hundred (100) percent will be paid for any cost over ten thousand dollars (\$10,000) in one year.
- c. The deductibles shall be as follows:

<u>INCOME</u>	<u>IN-NETWORK</u>		<u>OUT-OF-NETWORK</u>	
	<u>Individual</u>	<u>Family</u>	<u>Individual</u>	<u>Family</u>
to \$10,000	100	200	200	400
\$10,000 - \$40,000	200	400	300	600
\$40,000 +	300	600	400	800

- d. The Board shall provide a PSC prescription plan at two dollar (\$2) charge for generic drugs for a thirty (30) day supply and five dollar (\$5) charge for brand names for a thirty (30) day supply at participating network pharmacies. Employees using out-of-network pharmacies for prescription drugs are covered at seventy (70) percent of the cost after their deductibles are met.
- e. The daily room rate allowance shall be at least one hundred and seventy-five dollars (\$175.00) for out-of-network hospitals.
- f. The pre-certification/utilization review program will require the submission of a written form to the third party administrator seven (7) working days prior to non-emergency surgery (in- or out-patient). Concurrent review will be performed during admission to a hospital. Pre-certification is mandatory on non-emergencies and will result in a five hundred dollar (\$500) penalty on the in-network physician if not followed. If pre-certification is not followed out-of-network the five hundred dollar (\$500) penalty will be the responsibility of and levied against the member. Emergency admissions must contact the third party administrator (TPA) within twenty-four (24) hours following the admission.
- g. The cost of a second or third diagnostic opinion, when required by the plan, Hospice treatment to seven thousand five hundred (\$7,500), and child health supervision services shall be covered at 100 percent in- and out-of-network.
- h. Preferred Provider Organization (PPO) coverage for medically necessary home health care shall be provided.
- i. The cost of nursery care for a newborn child during the mother's hospital stay shall be included in the policy.

2. Family Coverage

- a. An employee may apply the Board's contribution toward family coverage of health insurance available through payroll deduction.
- b. Payroll deduction will continue to be two times per month. Any additional cost will continue to be the responsibility of the employee.

- c. Tiered family health insurance and catastrophic coverage will continue to be discussed by the Fringe Benefits Committee.
3. If an employee and his/her spouse are both employees of the Board, the Board agrees to combine their health insurance contributions and apply same toward family coverage.
4. The effective date of health insurance for a newly hired employee shall be the first day of the month following sixty-three (63) days from the date of hire.
5. The parties agree that a voluntary health maintenance organization plan or plans shall be made available, as required by Federal law, in lieu of group medical insurance. The plan or plans shall be negotiated with the Union prior to implementation.
6. Alternative to Health Insurance
 - a. The Board agrees to provide, at no cost to the employee, the following voluntary alternative to health insurance. The alternative, if chosen by the employee, will replace the current health insurance program.
 - b. A two hundred and twenty-five dollar (\$225) per day in-hospital indemnification plan, an additional ten thousand dollar (\$10,000) term life insurance policy, ten thousand dollars (\$10,000) accidental death and dismemberment coverage, and the PSC prescription plans outlined above; or a disability program and vision insurance program.
 - c. Eligibility for an alternative to health insurance shall be dependent upon having group health insurance coverage from another source.
 - d. An employee may re-enroll in the health insurance program. Re-enrollment shall be subject to the normal waiting period for new employees unless unusual circumstances arise which would result in the employee having no group health insurance coverage.
7. Health insurance comparable to that provided for active employees shall be made available, subject to normal limits imposed on such benefit plans, to individuals who have completed retirement. The cost of the premium shall be borne by the retired employee. The Fringe Benefits Committee shall develop procedures under which retiring employees may elect to forego terminal pay as specified in Section 1, in exchange for an equal application of such monies toward a health insurance premium. Additional benefits for retirees shall be studied by the Fringe Benefits Committee.
8. When the current health insurance benefit program is to be rebid, the Union shall have an opportunity to review the specifications prior to its being released for bid. The Fringe Benefits Committee shall participate in the development of specifications prior to submission and review of the bids prior to the time of the award.
9. The Union shall be provided with a copy of the insurance policy.

C. Life Insurance

1. The Board agrees to provide each employee regardless of age, with a term life insurance policy equal to the annual salary of each employee or seven thousand five hundred dollars (\$7,500), whichever is greater, including accidental death and dismemberment coverage. Cost of this insurance will be paid by the Board.
2. In the event a beneficiary has not been designated by the insured, the Board shall pay the benefits under the policy to the estate of the deceased.

3. The Union shall be provided with a copy of the insurance policy.
- D. The Board shall provide a multi-optional insurance program through the IRS Section 125 provision. Money may be applied toward the purchase of insurance coverage such as family health insurance, dental, optical, disability, additional life and hospital indemnity and retirement annuity programs. Details for the implementation of the program shall be the responsibility of the Fringe Benefits Committee.
- E. Employees shall be covered by Worker's Compensation insurance as provided by Florida Statutes except as excluded under Union Leave. To be eligible for Worker's Compensation an employee must be injured while carrying out his duties as an employee of the School Board.
1. An employee shall be granted injury-in-the-line of duty leave with pay when his absence results from a personal injury received in the discharge of duty. Said leave shall be limited to ten work days and is not chargeable to accrued sick leave.
 2. An employee shall be granted illness-in-the-line of duty leave with pay when his absence results from an illness contracted as a direct result of his employment, if it can be proven that the illness was not contracted from another source. Said leave shall be limited to ten work days and is not chargeable to accrued sick leave.
 3. If additional leave is needed and not granted under the provisions of Florida Statutes, the employee may elect to take accrued sick leave or to be paid under Worker's Compensation by using his accumulated sick leave. In that case, his remaining sick leave balance shall be prorated downward according to the percentage of his daily rate not paid through Worker's Compensation.
- F. Employees of the School Board shall be covered by Unemployment Compensation insurance as provided by Florida Statutes.
- G. The Board agrees to provide employees with the use of the payroll deduction for obtaining long-term disability and additional life insurance. However, the total cost of the premium shall be borne by the employee. Additional life insurance coverage shall be available in the amounts of:
1. \$10,000 or \$20,000 and,
 2. \$60,000 decreasing term life insurance.
- H. The Board will provide free payroll deduction of tax sheltered investments (under the provisions of Section 403 B of the IRS Code), Credit Union, U.S. Savings Bond Program, fringe benefit insurances included in this Contract and the IRS Section 125 Program. 403 B deductions shall be transmitted to the appropriate agency twice monthly.
- I. Annual Leave
- Twelve-month employees with up to five years of service shall earn 13 days annual leave; those employees with five to ten years of service shall earn 16 days of annual leave; those employees who have ten or more years of service shall earn 19 days annual leave. Less than twelve-month employees shall not earn annual leave.
- J. Terminal Pay
1. Upon retirement, employees shall receive terminal pay as follows:
 - a. If the employee retires during the first three years of service, the daily rate of pay multiplied by 35 percent times the number of days accumulated sick leave.

- b. If the employee retires during the fourth through sixth year of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
 - c. If the employee retires during the seventh through the ninth year of service, the daily rate of pay multiplied by 45 percent times the number of days accumulated sick leave.
 - d. If the employee retires during and after the tenth year of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
 - 2. If an employee retires after the 13th year of service and (a) notifies the Personnel Department in writing on or before April 1 of the fiscal year in which he is retiring, and (b) works at least forty-five (45) duty days during that fiscal year, he shall receive the daily rate of pay times the number of days of accumulated sick leave. The Superintendent may waive the above requirements in unusual circumstances.
 - a. Seventy five percent if less than 100 accumulated days.
 - b. One hundred percent if 100 or more accumulated days.
 - 3. If active service is terminated by death, payment shall be made to the beneficiary, or if no beneficiary, to the estate of the deceased, in the amount stated above which had been credited to the employee at the time of death. Active service shall include an employee on Board-approved leave.
 - 4. Terminal pay shall be made available within thirty (30) work days of the date of retirement or as mutually agreed upon between the employee and the Board within the fiscal year.
- K. Upon request by an employee at least 90 days prior to the effective date, the Board shall purchase a retirement annuity for each employee retiring early and having at least twenty-eight (28) years of creditable Florida Retirement System service and be at least fifty-eight (58) years old. The annuity shall be purchased in the amount equal to the total difference in retirement income between the retirement benefit based on average monthly compensation and creditable service as of the employee's early retirement benefit date.
- L. Retired employees who served as bus drivers, custodians, school lunchroom assistants or maintenance workers, shall be eligible for similar positions on a substitute basis. Retired employees shall also be eligible for positions as substitute teachers. If hired as a substitute, the retired employee may elect to be covered by the yearly health insurance premium in lieu of salary for his first forty (40) duty days. The retired employee must agree to work, if called upon, a minimum of forty (40) duty days per year.
- M. Expense Allowances - Employees who are authorized and required to use their personal automobiles in the performance of their official duties shall be reimbursed at the maximum rate permitted by Florida Statutes, exclusive of mileage to and from their residence. The employee shall be reimbursed for tolls, provided a receipt was obtained and the toll road represented the most feasible route.
- N. Employees may take vocational, technical and adult education courses offered by the Board without charge for tuition if said courses are job-related and prior approval is granted by the employee's supervisor and the Department of Postsecondary Vocational Adult and Community Education or offered through the Employee Assistance Program. Fees for materials, supplies, etc., cannot be waived.
- O. A record of inservice activities completed by employees shall be maintained by the Board. These activities shall be provided at no cost to the employee.

P. An employee may attend, free of charge, all school activities relating to his school except those at which a regulatory agency prohibits the recognition of a pass. Passes to district activities in which students participate shall be made available to employees with ten (10) or more years experience. Such passes shall not apply to activities at which a regulatory agency prohibits recognition of the pass.

Q. Employee Training

1. The Union shall be given the opportunity to provide input regarding inservice courses/training programs through the Union-Management meetings provided for in Article V, Section F.
2. Any employee who is required to take a course to remain in his current position, and who is not given release time during his regular work day for such course, shall be paid for the time spent in class based upon Article XIV, Section D. Additionally, he shall be reimbursed for mileage.

R. The following procedures shall apply to the OESPA bargaining unit's participation in the Orange County Public Employees Sick Leave Bank, hereinafter referred to as the Bank:

1. Membership – Any bargaining unit member having been employed by the Board for one (1) school year and having at least six (6) days accrued sick leave may enroll in the Bank by voluntarily contributing one (1) sick leave day to the Bank. The six (6) days may occur at any time during the enrollment period.
 - a. Members shall contribute one (1) sick leave day at the time of enrollment and additional days to replenish the Bank as set forth below. Enrollment must be made on a form provided by the Personnel Department. The enrollment/withdrawal form shall only be changed after receiving input from the Union, and it shall be attached to the appendix of this Contract as an information item.
 - b. Any sick leave days contributed to the Bank shall be deducted from the accrued sick leave balance of that member. Such days shall not be returned except as a benefit or as prescribed below.
 - c. Membership in the Bank shall be voluntary. Voluntary withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the member's intent to withdraw. The member shall not be eligible to withdraw sick leave already contributed to the Bank.
 - d. Members who are retiring shall be permitted to donate any portion of their unused sick leave days to the Bank.
2. Bank Implementation and Duration
 - a. The Bank shall have two enrollment periods yearly (the first thirty (30) calendar days of the first and second semesters).
 - b. A member enrolling during a specific enrollment period may begin receiving benefits from the Bank commencing with the first work day following the close of the enrollment period. Benefits shall be retroactive during that enrollment if the enrollee meets all other eligibility requirements.

3. Replenishment Contributions

- a. Following the establishment of the Bank, all participating members shall contribute an additional sick leave day in order to continue membership if the balance of the Bank is diminished below three hundred (300) days, at which time each participating member shall be sent a notice. Participating members will have a twenty-one (21) calendar day time limit from receipt of the replenishment notification to withdraw from the Bank. Assessment will be automatic if the member does not return the signed enrollment/withdrawal form to the Personnel Department within the time limit. The assessment shall occur when the employee is eligible and granted their next day of sick leave.
- b. If a member is unable to contribute the day, that member will be ineligible for the benefits of the Bank until he has accrued two (2) sick leave days, at which time the assessment of one (1) day will be automatic. This, however, will not apply to any member who is receiving benefits from the Bank.
- c. If the Bank cannot be replenished, it will be terminated when the total number of days has been exhausted.

4. Administration and Governance

- a. The Personnel Department or other department designated by the Superintendent will administer the Bank and determine the validity of claims against the Bank. If the claims of a unit member is determined to be invalid, the employee and the Union will be notified in writing. The reason for denial shall be provided. The determination shall be expedited in cases of extreme hardship. If a claim is determined to be invalid, the employee may request, in writing, reconsideration of the decision within two (2) work days of receipt of the denial. If this fails to resolve the dispute, the determination shall be subject to the grievance procedure.
- b. The department administering the Bank will make available, upon request, quarterly reports of usage of the Bank to participating members. A copy shall be provided to the Union. The report shall include at least the number of days used and the reasons for usage. Each worksite shall receive a copy of the quarterly report to be posted.

5. Eligibility - In the event of a personal serious illness, accident or injury causing a member to be absent from work for an extended period of time, the member may receive paid leave as follows:

- a. All accumulated sick leave must first be expended.
- b. Application must be made to the Personnel Department, submitting a written request including a statement from a doctor attesting to the member's extended illness, accident or injury and stating the probable date the member will be able to return to work. The applicant will bear the cost of obtaining the medical statement.
- c. A participating member shall be eligible for the use of sick leave from the Bank if the member is on Worker's Compensation. The sick leave days shall be prorated downward according to the percentage of the daily rate not paid through Worker's Compensation in accordance with Article XIX. A participating member who is receiving illness-in-the-line-of-duty leave shall also be eligible to use sick leave from the bank upon the depletion of those days and in compliance with the eligibility requirements in the bank.

- d. To draw from the Bank, an employee must have a minimum accumulation of six (6) sick leave days. If the employee using the Bank does not have the six (6) days minimum requirement at the time of need, he shall owe the Bank the six (6) days minus the total accumulation he has at the time. He shall have up to three (3) years to repay the days. If the affected employee resigns or retires, prior to repaying the days, the daily rate of pay for the balance of days shall be deducted from his final paycheck.
6. **Benefits** – The Bank is designed to ease the financial impact of serious illness, accident or injury. Although not an exclusive list, typical usage would be for heart attack, cancer, automobile accident or major surgery. The Bank is not intended to provide benefits to those members having elective surgery or normal maternity-related cases. Illnesses or conditions which were known to exist prior to an employee becoming a bank member shall not be covered for the first twelve (12) months of membership. Exceptions based upon recommendations of the Employee Assistance Program will be considered. Upon approval of the application by the Personnel Section, a member may draw from the Bank up to a maximum of one hundred (100) paid sick leave days for each period of extended illness, accident or injury subject to the following provisions:
- a. Drawing of sick leave days is based upon availability of sick leave days in the Bank. In no case shall this leave be granted beyond the number of days in the Bank.
 - b. Members shall not have to pay back in any manner the number of days used from the Bank except as outlined in the Abuse of Benefits Section and Eligibility Section.
 - c. Any sick leave drawn from the Bank by a participating member must be used for said member's personal illness, accident or injury.
 - d. Should this benefit be terminated by death, the member's eligibility shall cease upon the day that death occurs.
 - e. Eligibility shall be based upon the work days associated with the Contract of the member.
- S. The parties agree to continue cooperative efforts in providing an Employee Assistance Program. The Board shall continue to provide basic funds for the continuing operation of the program.
- T. A voluntary health promotion/wellness program shall be studied for implementation by the Fringe Benefits Committee.

ARTICLE XVII

LEAVES OF ABSENCE

A. General Provisions

- 1. Leave may be granted on the request of an employee and shall be for a particular purpose or cause which shall be set forth on a form provided by the Board. If at any time the reasons given for requesting leave have changed, the employee shall promptly notify the Board and the employee shall either be directed to return to duty or continue on leave.

2. Leave shall be requested by employees in one-half day increments, except under special circumstances. Employees who must arrive late or leave early due to illness or personal emergency will be charged with sick or personal leave on an hourly basis.
3. A certificate of absence must be completed and filed with the employee's supervisor within six work days after the employee returns to duty.
4. The Superintendent or the employee's supervisor may require a physician's statement or other verification as to an employee's claimed reason for absence due to illness in any situation in which it is believed that no valid grounds existed for the employee's absence. Before requiring such verification, the supervisor shall have notified the employee that his continued absence and/or any future absence(s) will require verification. Such verification shall be made within six work days of the request.
5. When it can be demonstrated that an employee has been absent from duty without authorized leave, he shall forfeit compensation for the time of such absence, and will be subject to disciplinary action.
6. If an employee on leave fails to return to duty at the termination of the leave, he may be subject to disciplinary action.
7. Extension of Leave
 - a. A less than 12-month employee who desires an extension of leave for a part or all of the following school year must submit a request to the Superintendent in writing by April 1 of the school year for which leave was granted. In the event leave was granted after April 1, written request for an extension of the leave shall be made as soon as possible, but in no event later than July 15.
 - b. A 12-month employee who desires an extension of leave for part or all of the following school year must submit a request to the Superintendent in writing at least one month prior to the termination of the leave.
 - c. The District shall notify each employee on leave of this provision, by certified mail, to his last known address by March 15. The employee shall respond indicating their intent to return, requesting an extension, or resigning from his position.
8. Employees who are on Board-approved long-term leave of absence shall not accept employment elsewhere unless written approval is granted by the Superintendent. Acceptance of other employment shall cancel the leave and may subject the employee to disciplinary action.
9. All long-term leaves of absence, unless specifically stipulated otherwise, shall terminate on June 30 of the fiscal year the leave was granted.
10. Employees whose regular work day is more or less than eight hours per day shall earn and be granted appropriate leave on a pro rata basis.
11. For employees granted long-term leave for medical reasons, the Board may require a doctor's statement verifying that the employee is able to return to his normal duties.

B. Annual Leave

1. For the purpose of computing the number of years of service in order to determine the number of days of annual leave to which an employee is entitled, a year of service is earned when an employee is employed for one or more days beyond six months within a

fiscal year. Former employees who are rehired shall be granted annual leave according to the above schedule for all years employed with the school system.

2. Annual leave may be accumulated to a maximum of 30 days.
3. Annual leave may not be used until earned unless the leave is approved in advance by the Superintendent.
4. Annual leave may be used at any time during the year, subject to the approval of the employee's supervisor, and shall not be unreasonably denied.
5. More than ten consecutive days of earned annual leave (excluding holidays) may be taken, only upon approval of the Superintendent.
6. Annual leave may not be used by an employee prior to completion of six months of service.
7. An employee who has completed his probationary period and leaves his employment for any reason shall receive payment for all of the annual leave accrued through his last work day.

C. Medical Leaves

1. Each employee is entitled to four days of sick leave as of the first day of employment of each fiscal year, and thereafter is credited with one additional day of sick leave at the end of each month of employment. However, no employee may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment. Sick leave is accumulative from year to year.
2. Sick leave may be used for personal illness of the employee or for the illness or death of a member of his immediate family.
3. An employee shall be entitled to use accumulated sick leave for pregnancy for a medically certified period of temporary disability due to the pregnancy.
4. An employee who requires sick leave of more than 10 consecutive days shall be allowed to take a long-term leave of absence through the time he has exhausted his accrued sick leave. At that time he may request a long-term sick leave without pay.

D. Civic Leave

1. Any employee duly subpoenaed to serve on jury duty during working hours shall be granted leave with pay. All pay and/or fees received for serving on jury duty may be retained by the employee.
2. Any employee who is subpoenaed or summoned to testify during working hours in matters concerning his employment shall be granted leave with pay for such time provided a copy of the subpoena or summons is attached to the leave request prior to taking the leave. Employees who are litigants against the Board shall be entitled to such leave without pay.
3. Any employee who is subpoenaed or summoned to testify during working hours in a non-work-related matter, may be granted leave with pay, depending on the particular circumstances involved. Such requests shall be submitted to the Superintendent for review. The employee shall provide adequate documentation supporting his request.

4. Political Leave - A personal leave of absence without pay for up to twelve (12) weeks shall be granted to an employee for the purpose of campaigning for a public office, for which he has officially qualified.

E. Temporary Duty Elsewhere Leave

1. Upon written application, and at least a ten day prior approval by the Superintendent, leave with pay may be granted for employees to be assigned to be temporarily away from their regular duties for the performance of other educational services, participation in surveys, meetings, study courses and workshops, chaperoning student groups, or participating in other activities at the discretion of the Superintendent. The Superintendent may waive the time limits set forth above.
2. It is the intent of this provision that such leave be granted only for activities which the Board determines will serve to benefit the Orange County School System.

F. Personal Leave

1. Personal Leave with Pay

- a. Employees may be granted up to four days personal leave with pay per year, to be used for matters which cannot be scheduled outside of their regular work day.
- b. Personal leave with pay shall be charged to accrued sick leave and may not be accumulated. Employees without accrued sick leave shall not be entitled to such leave.
- c. The employee shall not be required to divulge the reasons for taking personal leave.
- d. Employees who work less than twelve months shall not be entitled to take personal leave with pay during the first or last five days of their regular work year or one day before or after a student holiday.
- e. In cases of emergency, the restricted days as set forth above may be waived by the employee's supervisor.
- f. The employee's supervisor may deny requests for personal leave under this Section if the number of employees requesting such leave for any one day exceeds ten percent of the employees at that worksite.

2. Personal Leave without Pay

- a. Under special circumstances and upon the approval of the supervisor, an employee may be granted a short-term personal leave without pay.
- b. Leave must be requested on a form provided by the Board at least 48 hours in advance, except in cases of emergency, where such time limits may be waived

G. Military Leave

1. Short Term

- a. An employee in the District who is a member of the Florida National Guard shall be entitled to leaves of absence from his respective duties without loss of pay, time or efficiency rating on all days during which he shall be engaged in active state duty, field exercises, or other training ordered under the provisions of the law,

provided the leaves of absence without loss of pay so granted shall not be in excess of seventeen (17) days at any one time.

- b. An employee in the District who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the National Guard, shall be entitled to leaves of absence from his respective duties, without loss of pay, time, or efficiency rating, on all days during which he shall be engaged in field or coast defense exercises or other training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active duty; provided that such leaves of absence shall not exceed seventeen (17) days in any one annual period.
- c. Leaves with pay shall be granted for one day, for the purpose of a physical examination required by induction into the military service. Copies of orders requiring the examination shall be provided the Personnel Department upon application for such leave of absence.
- d. Military leave shall not affect an employee's annual leave time for those positions earning annual leave.
- e. The employee shall attach copies of all orders to his request for leave.
- f. The employee should endeavor to have his periods of training scheduled during a time when it will cause a minimum interruption in the department or school.

2. Long Term

- a. Extended military leave shall be granted without pay to an employee who is required, or who volunteers to serve, required military obligations, in the Armed Forces of the United States. Leave shall not be granted to an employee who volunteers to serve when such service is not required.
- b. An employee granted long term military leave shall be reemployed provided that:
 - (1) The tour of duty is completed.
 - (2) An application for reemployment is filed within six (6) months following date of discharge or release from active military duty.
 - (3) Original eligibility for employment has been maintained.
 - (4) Reassignment within a reasonable time, not to exceed six (6) months is afforded the School Board, except as provided by P.L. 94-286.

ARTICLE XVIII

DURATION

The provisions of this Contract shall be effective from the date of ratification by both parties and shall continue and remain in full force and effect except as modified in accordance with the provisions of this Contract through and including June 30, 1992.

**ORANGE COUNTY PUBLIC SCHOOLS
CLASSIFIED PERSONNEL PAY GRADE SCHEDULE
1989-90
HOURLY RATES**

Grade	0	1	2	3	4	5	6	7	8	9	10	11	12	13
13	5.20	5.39	5.58	5.77	5.96	6.16	6.36	6.57	6.78	7.00	7.22	7.44	7.67	7.90
14	5.41	5.60	5.79	5.98	6.17	6.37	6.57	6.78	6.99	7.21	7.43	7.65	7.88	8.11
15	5.59	5.78	5.97	6.16	6.35	6.55	6.75	6.96	7.17	7.39	7.61	7.83	8.06	8.29
16	5.76	5.95	6.14	6.33	6.52	6.72	6.92	7.13	7.34	7.56	7.78	8.00	8.23	8.46
17	5.93	6.12	6.31	6.50	6.69	6.89	7.09	7.30	7.51	7.73	7.95	8.17	8.40	8.63
18	6.10	6.29	6.48	6.67	6.86	7.06	7.26	7.47	7.68	7.90	8.12	8.34	8.57	8.80
19	6.27	6.46	6.65	6.84	7.03	7.23	7.43	7.64	7.85	8.07	8.29	8.51	8.74	8.97
20	6.45	6.64	6.83	7.02	7.21	7.41	7.61	7.82	8.03	8.25	8.47	8.69	8.92	9.15
21	6.62	6.81	7.00	7.19	7.38	7.58	7.78	7.99	8.20	8.43	8.64	8.86	9.09	9.32
22	6.79	6.98	7.17	7.36	7.55	7.75	7.95	8.16	8.37	8.59	8.81	9.03	9.26	9.49
23	6.96	7.15	7.34	7.53	7.72	7.92	8.12	8.33	8.54	8.76	8.98	9.20	9.43	9.66
24	7.14	7.33	7.52	7.71	7.90	8.10	8.30	8.51	8.72	8.94	9.16	9.38	9.61	9.84
25	7.31	7.50	7.69	7.88	8.07	8.27	8.47	8.68	8.89	9.11	9.33	9.55	9.78	10.01
26	7.48	7.67	7.86	8.05	8.24	8.44	8.64	8.85	9.06	9.28	9.50	9.72	9.95	10.18
27	7.65	7.84	8.03	8.22	8.41	8.61	8.81	9.02	9.23	9.45	9.67	9.89	10.12	10.35
28	7.82	8.01	8.20	8.39	8.58	8.78	8.98	9.19	9.40	9.62	9.84	10.06	10.29	10.52
29	7.99	8.18	8.37	8.56	8.75	8.95	9.15	9.36	9.57	9.79	10.01	10.23	10.46	10.69
30	8.16	8.35	8.54	8.73	8.92	9.12	9.32	9.53	9.74	9.96	10.18	10.40	10.63	10.86
31	8.33	8.52	8.71	8.90	9.09	9.29	9.49	9.70	9.91	10.13	10.35	10.57	10.80	11.03
32	8.50	8.69	8.88	9.07	9.26	9.46	9.66	9.87	10.08	10.30	10.52	10.74	10.97	11.20
33	8.67	8.86	9.05	9.24	9.43	9.63	9.83	10.04	10.25	10.47	10.69	10.91	11.14	11.37
34	8.84	9.03	9.22	9.41	9.60	9.80	10.00	10.21	10.42	10.64	10.86	11.08	11.31	11.54
35	9.01	9.20	9.39	9.58	9.77	9.97	10.17	10.38	10.59	10.81	11.03	11.25	11.48	11.71
36	9.18	9.37	9.56	9.75	9.94	10.14	10.34	10.55	10.76	10.98	11.20	11.42	11.65	11.88
37	9.35	9.54	9.73	9.92	10.11	10.31	10.51	10.72	10.93	11.15	11.37	11.59	11.82	12.05
38	9.52	9.71	9.90	10.09	10.28	10.48	10.68	10.89	11.10	11.32	11.54	11.76	11.99	12.22

APPENDIX A-1

**CLASSIFIED PERSONNEL PAY GRADE SCHEDULE
1989-90**

<u>POSITION TITLE</u>	<u>GRADE</u>
<u>Clerical Positions</u>	
Clerk, School	13
Clerk, Administrative	13
Clerk, Guidance	13
Clerk, Library	13
Clerk, Office	13
Clerk, Instructional	13
Migrant Education Records Clerk	13
Secretary	13
Administrative Secretary I	14
Administrative Clerk I	14
Administrative Secretary II	16
Administrative Clerk II	16
Administrative Secretary III	18
Administrative Clerk III	18
Administrative Secretary IV	20
Administrative Clerk IV	20
Document Systems Operator	20
Senior Administrative Secretary	23
Senior Administrative Clerk	23
Senior Document Systems Operator	23
Associate Administrative Secretary	26
Associate Administrative Clerk	26
Associate Document Systems Operator	26
Lead Administrative Secretary	31
Lead Administrative Clerk	31
Lead Document Systems Operator	31
Attendance Assistant	26
Executive Assistant	32
Administrative Technical Associate I	35
Administrative Technical Associate II	36
Administrative Technical Associate III	38
Community Resource Clerk	33
Community Resource Aide/Assistant	19
School Bookkeeper	22
Work Control Clerk (Transportation)	21
Purchasing Clerk	25
Senior Buyer	36

HR Assistant	20
HR Assistant, Senior	23
Transfer Records/Terminal Operator Assistant	13
Transfer Records/Terminal Operator	14

Custodial Positions

Custodian	15
Resident Custodian	17
Senior Resident Custodian	19
Custodial Crew Leader	19
Custodial Crew Leader, Senior	21
Custodial Crew Leader, Master	23
Gate Guard	13
Security Guard	13
Parking Garage Attendant	17

Food Service Positions

School Lunchroom Assistant IV	13
School Lunchroom Assistant III	14
School Lunchroom Assistant II	15
School Lunchroom Assistant I	16

Maintenance and Capital Improvements Positions

Capital Improvements Apprentice	19
Physical Plant Maintenance Mechanic (Grounds and Pavements) I	19
Physical Plant Maintenance Mechanic (Light Equipment Operator) I	19
Physical Plant Maintenance Mechanic (Truck Driver Light) I	19
Physical Plant Maintenance Mechanic (Shipping/Receiving) I	19
Physical Plant Maintenance Mechanic (Sanitation Pump Truck Operator)	19
Fire Protection Maintenance Technician	20
Physical Plant Maintenance Mechanic (General Maintenance) I	20
Physical Plant Maintenance Mechanic (Heavy Equipment Mechanic) I	20
Physical Plant Maintenance Mechanic (Heavy Equipment Operator) I	20
Physical Plant Maintenance Mechanic (Painter) I	20
Physical Plant Maintenance Mechanic (Refinisher) I	20
Physical Plant Maintenance Mechanic (Truck Driver Heavy) I	20
Physical Plant Maintenance Mechanic (A/V Repair) I	21
Physical Plant Maintenance Mechanic (Cabinet Maker) I	21
Physical Plant Maintenance Mechanic (Carpenter) I	21
Physical Plant Maintenance Mechanic (Communications) I	21
Physical Plant Maintenance Mechanic (Electric Motor Repair) I	21
Physical Plant Maintenance Mechanic (Food Service Repair) I	21
Physical Plant Maintenance Mechanic (Glazier) I	21
Physical Plant Maintenance Mechanic (Locksmith) I	21
Physical Plant Maintenance Mechanic (Mason) I	21

Physical Plant Maintenance Mechanic (Office Machines) I	21
Physical Plant Maintenance Mechanic (Refrigeration) I	21
Physical Plant Maintenance Mechanic (Roofer) I	21
Physical Plant Maintenance Mechanic (Sheet Metal) I	21
Physical Plant Maintenance Mechanic (TV Technician) I	21
Physical Plant Maintenance Mechanic (Welder/Burner) I	21
Physical Plant Maintenance Mechanic (Grounds and Pavements) II	22
Physical Plant Maintenance Mechanic (Light Equipment Operator) II	22
Physical Plant Maintenance Mechanic (Truck Driver Light) II	22
Physical Plant Maintenance Mechanic (Shipping/Receiving) II	22
Physical Plant Maintenance Mechanic (Air Conditioning) I	22
Physical Plant Maintenance Mechanic (Electrical) I	22
Physical Plant Maintenance Mechanic (Heating) I	25
Physical Plant Maintenance Mechanic (Plumbing) I	22
Physical Plant Maintenance Mechanic (Water and Sewage Plant Operator) I	22
Physical Plant Maintenance Mechanic (Tree Trimming) I	22
Physical Plant Maintenance Mechanic (Pest Control) I	22
Physical Plant Maintenance Mechanic (General Maintenance) II	23
Physical Plant Maintenance Mechanic (Heavy Equipment Mechanic) II	23
Physical Plant Maintenance Mechanic (Heavy Equipment Operator) II	23
Physical Plant Maintenance Mechanic (Painter) II	23
Physical Plant Maintenance Mechanic (Refinisher) II	23
Physical Plant Maintenance Mechanic (Truck Driver Heavy) II	23
Physical Plant Maintenance Mechanic (A/V Repair) II	24
Physical Plant Maintenance Mechanic (Cabinet Maker) II	24
Physical Plant Maintenance Mechanic (Carpentry) II	24
Physical Plant Maintenance Mechanic (Communications) II	24
Physical Plant Maintenance Mechanic (Electric Motor Repair) II	24
Physical Plant Maintenance Mechanic (Food Service Repair) II	24
Physical Plant Maintenance Mechanic (Glazier) II	24
Physical Plant Maintenance Mechanic (Locksmith) II	24
Physical Plant Maintenance Mechanic (Mason) II	24
Physical Plant Maintenance Mechanic (Office Machines) II	24
Physical Plant Maintenance Mechanic (Refrigeration) II	24
Physical Plant Maintenance Mechanic (Roofer) II	24
Physical Plant Maintenance Mechanic (Sheet Metal) II	24
Physical Plant Maintenance Mechanic (TV Technician) II	24
Physical Plant Maintenance Mechanic (Welder/Burner) II	24
Physical Plant Maintenance Mechanic (Grounds and Pavements) III	24
Physical Plant Maintenance Mechanic (Light Equipment Operator) III	24
Physical Plant Maintenance Mechanic (Truck Driver Light) III	24
Physical Plant Maintenance Mechanic (Shipping/Receiving) III	24
Apprentice Crew Chief	24
Physical Plant Maintenance Mechanic (Air Conditioning) II	25
Physical Plant Maintenance Mechanic (Electrical) II	25
Physical Plant Maintenance Mechanic (Heating) II	27
Physical Plant Maintenance Mechanic (Plumbing) II	25
Physical Plant Maintenance Mechanic (Water and Sewage Plant Operator) II	25
Physical Plant Maintenance Mechanic (Tree Trimming) II	25

Physical Plant Maintenance Mechanic (Pest Control) II	25
Physical Plant Maintenance Mechanic (Grounds and Pavements) III	25
Physical Plant Maintenance Mechanic (Heavy Equipment Mechanic) III	25
Physical Plant Maintenance Mechanic (Heavy Equipment Operator) III	25
Physical Plant Maintenance Mechanic (Painter) III	25
Physical Plant Maintenance Mechanic (Refinisher) III	25
Physical Plant Maintenance Mechanic (Truck Driver Heavy) III	25
Physical Plant Maintenance Mechanic (A/V Repair) III	26
Physical Plant Maintenance Mechanic (Cabinet Maker) III	26
Physical Plant Maintenance Mechanic (Carpentry) III	26
Physical Plant Maintenance Mechanic (Communications) III	26
Physical Plant Maintenance Mechanic (Electric Motor Repair) III	26
Physical Plant Maintenance Mechanic (Food Service Repair) III	26
Physical Plant Maintenance Mechanic (Glazier) III	26
Physical Plant Maintenance Mechanic (Locksmith) III	26
Physical Plant Maintenance Mechanic (Mason) III	26
Physical Plant Maintenance Mechanic (Office Machines) III	26
Physical Plant Maintenance Mechanic (Refrigeration) III	26
Physical Plant Maintenance Mechanic (Roofer) III	26
Physical Plant Maintenance Mechanic (Sheet Metal) III	26
Physical Plant Maintenance Mechanic (TV Technician) III	26
Physical Plant Maintenance Mechanic (Welder/Burner) III	26
Physical Plant Maintenance Mechanic (Air Conditioning) III	27
Physical Plant Maintenance Mechanic (Electrical) III	27
Physical Plant Maintenance Mechanic (Heating) III	34
Physical Plant Maintenance Mechanic (Plumbing) III	27
Physical Plant Maintenance Mechanic (Water and Sewage Plant Operator) III	27
Physical Plant Maintenance Mechanic (Tree Trimming) III	27
Physical Plant Maintenance Mechanic (Pest Control) III	27
Physical Plant Maintenance Mechanic (Air Conditioning) IV	28
Master Grounds and Pavements	31
Master Light Equipment Operator	31
Master Truck Driver, Heavy	31
Master General Maintenance Technician	31
Master Heavy Equipment Mechanic	31
Master Heavy Equipment Operator	31
Master Painter	31
Master Pavement Technician	31
Master Refinisher	31
Master A/V Repair	33
Master Cabinet Maker	32
Master Carpentry	33
Master Communications	33
Master Electric Motor Repair	33
Master Food Service Repair	33
Master Glazier	32
Master Locksmith	32

Master Mason	32
Master Office Machines	33
Master Refrigeration	32
Master Roofer	32
Master Sheet Metal Worker	33
Master TV Technician	32
Master Welder/Burner	32
Instrument Repair Mechanic	34
Master Air Conditioning	34
Master Electrical	34
Master Heating	35
Master Plumbing	33
Master Water and Sewage Plant Operator	33
Master Tree Trimming	33
Master Pest Control	33
Master Construction Management	35
Trades Technician I	36
Trades Technician II	37
Energy Technician	35
Draftsman I	34
Draftsman II	36
Property Control Auditor I	26
Property Control Auditor II	27
Driver Helper	16
Deliveryman I	19
Deliveryman II	22
Deliveryman Operator (Heavy Truck)	24
Automotive Parts/Marketing Support Clerk	13
Stock Control Technician	25
Shipping/Receiving Clerk	25
Shipping/Receiving Clerk, Master	31
Warehouseman I	19
Warehouseman II	22
Warehouseman III	24
Assistant for Surplus Property	36

Paraprofessional Positions

Teacher Assistant/Elementary	13
*Teacher Aide	13

*This position includes teacher aides in the Chapter I program and PREP, as well as any others not designated otherwise.

Teacher Aide, Bilingual	13
Teacher Aide, Exceptional Education	13
Teacher Aide, Severely Handicapped	15
Educational Interpreter Aide I	34
Educational Interpreter Aide II	35
Educational Interpreter Aide III	36
Permanent Substitute, no degree	15
Permanent Substitute 2 year degree	16
Permanent Substitute 4 year degree	22
Social Educator I	13
Social Educator II	14
Social Educator III	26
Physical/Occupational Therapy Assistant	33
Nurse, LPN	33
Nurse, RN	35
Nurse, RN 4-year degree	36
Program Monitor Aide	13
Program Monitor	29
Program Assistant	32
Program Dietician	34
Proctor, JTPA	26
Bus Operator/Aide	14
IMTS Assistant	14

Transportation Positions

Bus Monitor	13
Bus Operator	20
Parts Helper	15
Parts Journeyman I	19
Parts Journeyman II	22
Parts Journeyman III	24
Parts Journeyman IV	30
Trades Technician (Machine Shop)	31
Machinist II	33
Mechanic, Journeyman I	19
Mechanic, Journeyman II	22
Mechanic, Journeyman III	24
Mechanic, Master I	30
Mechanic Master II	33
Diesel Mechanic	35
Garage Assistant	17
Automotive Refinisher I	20

Automotive Refinisher II	23
Automotive Refinisher III	25
Automotive Refinisher, Master I	31
Automotive Refinisher, Master II	33
Automotive Upholstery and Glass Repair I	19
Automotive Upholstery and Glass Repair II	22
Automotive Upholstery and Glass Repair III	24
Automotive Upholstery and Glass Repair Master	30
Small Engine Repair I	19
Small Engine Repair II	22
Small Engine Repair III	24
Small Engine Repair Master	30
Dispatcher	21
Routing Assistant	23
Operations Administrative Assistant	23

Other Positions

Data Entry Operator	19
Data Entry Operator, Senior	26
Instructional Computing Assistant	35
Instructional Computing Assistant, Senior	38
Microcomputer Operator	26
Computer Operator	33
Computer Operator, Senior	35
Computer Operator, Lead	37
Network Operator, Senior	35
Network Operator, Lead	38
Information Center Consultant	38
User Services Scheduler	35
User Services Scheduler, Senior	36
User Services Scheduler, Lead	37
Film Librarian I	13
Film Librarian II	14
Film Inspector	15
Production Assistant	15
Audio Technician	15
Audio Visual Production Technician	15
Audio Visual Equipment Technician	23
Audio Visual Technician	25
Audio Visual Technician/Research and Evaluation	20
Photographic Technician	16
Film Control Technician	19
Production Technician	30

ITV Production Assistant	32
Photographer I	29
Photographer II	32
Photographer III	33
Graphic Artist	32
Printing Production Assistant	16
Offset Pressperson	34
Bindery Technician	34
Courier Driver I	20
Courier Driver II	24
Courier Driver, Lead	26

APPENDIX B
GRIEVANCE FORM

Orange Educational Support Personnel
Association, OESPA, FTP-NEA

The School Board of Orange
County, Florida

1. Name of grievant _____ Register No. _____
Social Security No. _____
Last First Initial
2. Name of supervisor _____ Work Location _____
3. Article(s)/Section(s) violated _____ Date of Violation _____
4. Description of violation:
5.
6.
7.
8.
9.
10.
11. Remedy sought:
12.
13.
14.
15.
16.
17.
18. Signature of Grievant _____ Date _____

19. STEP 2 Date Rec'd _____ Initials of Supervisor _____
20. Disposition: Granted _____ Denied _____
21. Reason(s) for disposition:
22.
23.
24.
25.
26.
27.
28. Signature of supervisor _____ Date _____

29. _____ I hereby accept the decision of my supervisor at Step 2.
30. _____ I hereby submit this grievance to Step 3.
31. STEP 3 Date Rec'd _____ Initials of Supt. or Designee _____
32. Disposition: Granted _____ Denied _____
33. Reason(s) for disposition:
34.
35.
36.
37.
38.
39.
40.
41. Signature of Supt. or Designee _____ Date _____

42. STEP 4 Date Rec'd _____ Initials of grievant _____
43. _____ The Union hereby accepts the decision of the Superintendent at Step 3
44. _____ The Union hereby gives notice of intent to submit to arbitration
45. Signature of Union Representative _____ Date _____

If more space is needed, use second sheet, identifying item(s) by line number.

Call 299-3313 for a Register Number.

APPENDIX C
TRANSPORTATION

- A. The parties agree to participate jointly in a feasibility study regarding a quality circle type program in the Transportation Section. The Board agrees to provide reasonable funding and/or other support to implement the study. The purpose of such a program shall be to examine productivity-related issues such as bus compounding, student discipline as related to transportation, and a safe driver program.
- B. In accordance with city/county ordinances, a bus operator may keep his bus at his residence or other location when approved by the Board.
- C. A bus operator's work day shall begin at his designated arrival time at his work center and shall end when the bus is parked after regular bus routes are completed. For purposes of this section, the bus operator's work center is his school bus.
- D. Bus operators shall be assured of a minimum of six hours employment and bus monitors assured of a minimum of five hours employment on a daily basis.
- E. One hour per day (for a total of 180 hours per school year) shall be allowed for pre-trip inspections, break down time, time for bringing the bus to the maintenance facility for monthly inspections, clean up time, recordkeeping, refueling, and related activities throughout the school year. Bus operators may be required to attend up to four meetings of no more than two hours each during the school year to provide individualized or group inservice training and/or for the dissemination of information, which shall be included in the 180 hours specified above.
- F. Breakdowns and/or scheduled maintenance and repairs that are in excess of one (1) hour in a bus operator's regular work day will result in the operator being paid his regular hourly rate for all time in excess of one (1) hour. If such results in the employee's work week being in excess of 40 hours, the provisions of Article XIV D shall apply.
- G. Bus operators will be paid their regular hourly rate of pay when required by the Board to attend any other meetings held outside of their regular work day.
- H. The Board agrees to pay for any required training of bus operators and monitors at their regular hourly rate of pay.
- I. The Board will continue to encourage mechanics to expand their knowledge and technical skills in vehicle maintenance including certification as available in the various related fields.
- J. The Board will make a reasonable effort to maintain equal distribution (by hours and by assigned areas) of extra trips, and to maintain adequate documentation of same.
- K. The Board shall maintain working hours for bus operators and monitors from one year to the next, providing it does not interfere with normal operational efficiency. Such hours shall be based on the last pay period of the previous fiscal year.
- L. Drivers shall not be responsible for the security of any accessories on any School Board vehicle when said vehicle is parked at a Board-approved location.
- M. The Board will investigate and identify those buses which must be driven an inordinate distance for fueling and attempt to provide additional fueling sites. The Union shall be provided a list of additional sites.
- N. The parties recognize that student discipline is enhanced by cooperative efforts between drivers and school-based administrators. Drivers shall refer disruptive students to the

principal on a referral slip provided by the Transportation Section. The referral slip will contain a place for the principal to inform the Transportation Section of the action taken.

- O. The Transportation Section will make a reasonable effort to provide **monitors** on routes for severely impaired students.

GLOSSARY OF TERMS

BOARD (OR SCHOOL BOARD)

Except where obvious by the context, appropriate administrative staff that may be delegated the authority and responsibility to implement this agreement.

EMPLOYEE

All employees in the bargaining unit as certified by PERC. Reference to male employees also includes female employees.

SUPERINTENDENT

The Superintendent or county-level personnel to whom the Superintendent may delegate a responsibility in this Contract.

SUPERVISOR

The managerial employee who has supervisory responsibility to direct the work of employees. Used synonymously with "principal."

INFORMATION ITEM

ORANGE COUNTY PUBLIC SCHOOLS

SICK LEAVE BANK ENROLLMENT/WITHDRAWAL FORM

Name _____ S.S.# _____
(Please Print)

School or Dept. _____ Position _____

Home Address _____
(Street) (City) (State) (Zip)

Date _____ Home Phone _____

ENROLLMENT () I hereby request that I be enrolled as an active member of the Sick Leave Bank. I understand that I must initially contribute one day of sick leave and may be asked to make future contributions at such time(s) as the Bank's available sick leave reaches 300 days. I further understand that membership is voluntary and that donated days will not be returned except as provided for in the Sick Leave Bank program. *

TERMINATION () I hereby request that my membership in the Sick Leave Bank be terminated.

(Signature)

*For additional information on the Sick Leave Bank refer to Article XVI J., of the Contract between the School Board of Orange County and the Orange Educational Support Personnel Association (OESPA), or contact your worksite Supervisor.

Return to: Orange County Public Schools, Personnel Department
P.O. Box 271, 434 N. Tampa Avenue
Orlando, Florida 32802



This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

769
830768
SEPTEMBER 04, 1989

RECEIVED

SEP 11 1989

ORANGE COUNTY PUBLIC SCHOOLS
Employee Relations

Chief Negotiator
Orange County Public Schools
Post Office Box 271
Orlando, FL. 32802

PREVIOUS AGREEMENT EXPIRED
JUNE 29, 1989

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Orange County FL School Bd Educ Supp Personnel WITH EDUCATION ASSOCIATION; NATIONAL FLORIDA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

- 1. Approximate number of employees involved 11,500 (5,500 non-instructional, classified) (6,000 teachers)
- 2. Number and location of establishments covered by agreement 124 school sites and approximately 1 dozen other sites
- 3. Product, service, or type of business Public School System
- 4. If your agreement has been extended, indicate new expiration date New contract for classified expires 6/30/92; reopens on teacher contract expires 6/30/90.

Velma J. Turner, Director, Employee Relations 407/423-9204
 Your Name and Position Orange County Public Schools Area Code/Telephone Number
P.O. Box 271, Orlando, FL 32802
 Address City/State/ZIP Code