

AGREEMENT

BETWEEN

**THE SCHOOL DISTRICT
OF
PALM BEACH COUNTY, FLORIDA**

AND

**THE ASSOCIATION OF
EDUCATIONAL SECRETARIES
AND
OFFICE PROFESSIONALS**



JULY 1, 2003 – JUNE 30, 2006

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PREAMBLE

The terms and conditions as set forth herein are effective upon Association ratification and Board approval and will stay in effect until June 30, 2006, unless otherwise mutually agreed in writing by the parties. Only if specifically stated will provisions be retroactive to July 1, 2003.

Unless provided elsewhere in this Agreement, no other changes or modifications shall be made to this Agreement except that each party has the option to reopen the Agreement as follows:

- A. In the second year (2004) each party may reopen Article 6, Section A 1 – Pay Schedule plus Appendix A and two additional Articles each to negotiate. Also in the second year of the Agreement (2004), the parties may reopen Article 6, Section B pursuant to re-opener language contained therein in coalition bargaining with other recognized employee organizations representing employees of the District.
- B. In the third year (2005), each party may reopen Article 6, Section A 1 - Pay Schedule plus Appendix A and one additional Article each to negotiate. If provided for in Article 6, Section B of the Agreement at that time, the parties may also reopen Article 6, Section B in coalition bargaining with other recognized employee organizations representing employees of the District.
- C. The parties agree that nothing herein prohibits the opening of negotiations in 2006 for a successor Agreement prior to the expiration of this Agreement.

The Association and the District reserve all legal rights accorded them pursuant to Chapter 447, Florida Statutes, relating to acceptance, modification, or rejection of proposals.

ARTICLE I

SECTION A - DEFINITIONS

1. EMPLOYEE - All personnel approved by the Public Employees Relations Commission (PERC) to be members of the bargaining unit.
2. SUPERVISOR - The employee's immediate supervisor, school principal/department director or his/her designee.
3. ASSOCIATION - The Palm Beach County Association of Educational Secretaries and Office Professionals (the bargaining unit), its officers and its agents.
4. BOARD or DISTRICT - The School Board of Palm Beach County, Florida, its elected officials, administrative officers or agents.
5. SUPERINTENDENT - The Superintendent of Schools of Palm Beach County, Florida, or his/her designee.
6. PUBLIC EMPLOYEES RELATIONS ACT (PERA) - Florida Statutes 447, Part II, Chapter 74-100.
7. PUBLIC EMPLOYEES RELATIONS COMMISSION (PERC) - The Commission created pursuant to F.S. 447.205
8. YEAR OF SERVICE - That sum of compensated duty days which exceeds one-half (1/2) of the employee's term of appointment.
9. DAY - Unless otherwise specified in this agreement, "day" shall mean employee work day.
10. AGREEMENT - Reference to this collective bargaining agreement.

SECTION B - RECOGNITION

1. The Association acknowledges and recognizes the Board as the duly elected representative of the people of Palm Beach County, Florida, and the legally constituted authority responsible for the operation of the District.
2. The Board recognizes the Association as the exclusive bargaining agent for secretarial, clerical, office professionals, Paraprofessional I, Instructional Technical Support Assistants (ITSA) eligible for inclusion in the bargaining unit.

SECTION C - NEGOTIATIONS

1. **Procedure**
 - (a) On May 15th of the year in which this agreement is to expire or when there are reopeners, the parties agree to negotiate a successor agreement in accordance with the procedures set forth by PERA.
 - (b) Both the Board and the Association agree to negotiate in good faith. Upon receipt of a written request during negotiations identifying each specific document desired by the Association, the Board shall make available such documents as defined by Chapter 119, Florida Statutes.
 - (c) Consultants may be called upon by either party at their own expense and utilized in the negotiations of any matter considered by the parties. Neither party will attempt to exert any control over the other's selection of

its representatives.

- (d) No adverse action of any kind shall be taken by the Board or by any member of the Administration, against any member of the bargaining unit or by the Association or any noninstructional employee against the Superintendent or the Board by reason of participation in negotiations.
- (e) The Board and the Association agree to negotiate those items which are proper subjects of bargaining as provided by law.
- (f) At the first meeting, to be determined by mutual agreement, but no later than May 15th, both parties agree to exchange complete written proposals of all items to be negotiated unless otherwise mutually agreed. All items in the current Agreement shall automatically be considered as items on the table. Items in the Agreement on which the parties continue to agree, shall be initialed as tentative agreement. Thereafter, parties agree to meet at reasonable times and places. Meeting times shall be agreed upon by the negotiating teams as may be necessary. Meetings, by mutual agreement, shall be scheduled during the normal work day whenever possible; and release time without loss of pay shall be arranged when meetings are held during the regular work day.
- (g) Both negotiating teams involved in negotiations shall be empowered to reach a tentative agreement without having to refer each proposal back to the Association or the Board.
- (h) Either party may declare impasse as provided under PERA. Impasse shall be resolved as provided by PERA.
- (i) When a tentative agreement is reached between representatives of the parties, it shall then be made in writing and presented as a total package to the Association for ratification and then to the Board for adoption. When ratified by the parties, the agreement shall be executed by the Chairman of the Board and Superintendent on behalf of the Board, and by the President of the Association on behalf of the Association, and said document shall become the comprehensive agreement between the Board and the Association.

2. **Printing of the Agreement**

Copies of this agreement shall be printed at the expense of the Board within sixty (60) work days after the agreement is signed. A copy of this Agreement shall be provided to all employees covered by this Agreement.

An employee shall receive a copy of the Agreement between the Board and the Association from Personnel Services at the time of the employment and a copy of his/her job description upon request.

3 **Miscellaneous**

- (a) The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity, are set forth and solely embodied in this Agreement.

The Board and the Association agree, therefore, that the other shall not be obligated to negotiate or bargain with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this agreement even though such subjects or matters may not have been within the knowledge

or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- (b) The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment executed according to the provisions of this Agreement.
- (c) If any provision of this Agreement is found to be contrary to law, then only said provision shall be deemed invalid. The invalidated provision may be negotiated by mutual agreement and any change, modification or amendment must be in writing. The maximum time limit to negotiate the invalidated provision, if agreed, is fifteen (15) duty days from the date of initial written request by either party.

If an Agreement is not reached within the fifteen (15) duty days allotted, then impasse may be declared and the PERA rules for resolution of impasse (447.012) shall be applied.

This Agreement shall supersede any rules, regulations, or practices of the Board, promulgated and adopted by the Board, which are in direct conflict in terms or conditions contained herein.

4. **Prohibition of Strikes**

- (a) The Association agrees not to engage in a concerted failure to report to duty; a concerted absence of employees from their positions; a concerted stoppage of work by employees; a concerted submission of resignations by employees; a concerted abstinence in whole or in part by any group of employees from the full faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment, or participating in a deliberate and concerted course of conduct which adversely affects the services to the public employer; a concerted failure of employees to report to work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage.
- (b) If a Circuit Court determines that an employee, employees, or a group of employees has engaged in a strike, as defined in Paragraph (a), above, pursuant to 447.507, Florida Statute, such employee or group of employees shall be subject to disciplinary action up to and including discharge.
- (c) In the event of a strike or work stoppage, as defined in (a), the President of the Association shall promptly and publicly disavow such strike and work stoppage and order the employees to return to work and attempt to bring about a prompt resumption of normal operations. The Association's President shall notify the Board within 24 hours of the President's knowledge of the commencement of such strike and, what measures it has taken to comply with the provisions of this section.

SECTION D - MANAGEMENT RIGHTS

1. The rights, powers, duties, and responsibilities granted to the Board, the Superintendent, the Principals, and other administrative personnel, by the U.S. Constitution, the laws of the State of Florida, and the actions and regulations of the State Board of Education, and any amendments thereto, and hereby specifically reserved by the parties to this agreement. These reservations shall not be used to limit the scope of negotiations defined herein. An alleged violation of the above shall be subjected to the grievance procedure unless otherwise specified in this agreement.
2. The Board and the Association agree that the Board has, and retains unaltered, its legal right to select, assign, reassign, relocate or discipline any of its employees, as it deems appropriate, to carry out its mission under the law and State Board of Education Regulations, unless otherwise specifically enumerated herein.

SECTION E - COOPERATION

1. The parties agree that the President of the Association or her/his designee(s) and the Superintendent or her/his designee(s), unless otherwise agreed, will meet at a reasonable time and frequency, not less than once a month, to discuss topics of mutual concern.
2. The parties agree to involve Association representation and input on topics which are of common interest. This may be accomplished through representation on District committees, joint committees or requests for input from the Association.

ARTICLE 2 - GRIEVANCE PROCEDURE

1. Definitions

- (a) A grievance is a misapplication or a misinterpretation of this Agreement.
- (b) The term member includes any individual or group of individuals within the bargaining unit covered by this Agreement.
- (c) The term day when used in this procedure, shall be work days (Monday through Friday).
- (d) A grievant is the person affected by the misapplication or misinterpretation of this agreement.
- (e) It is agreed and understood that Association Representatives may, without loss of pay, with prior approval of the immediate supervisor, process grievances. The supervisor's approval shall not be unreasonably withheld. It is further agreed and understood that Association Representatives shall process grievances in such a manner as not to disrupt normal School Board operations and activities.

2. Purpose

The purpose of this grievance procedure is to settle equitably, at the lowest possible level, issues which may arise from time to time with respect to misapplications or misinterpretations of the provisions of this Agreement.

3. Procedure

- (a) Time Limit - The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by each party or by the representatives designated by each party.
- (b) Level One - A person who chooses to initiate this procedure shall do so in the following manner:
 - (1) Following the grievant's awareness of a grievable event or incident, the grievant shall discuss the matter informally with his/her immediate supervisor.
 - (2) In the event the matter is not resolved informally, the grievant may file a formal grievance on the form prescribed by the Department of Labor Relations as soon as possible and no more than twenty (20) days following the grievant's knowledge or awareness of the incident which is the basis of the grievance.

- (3) Within ten (10) days of the receipt of the formal grievance, in writing, to the supervisor, a meeting shall take place between the immediate supervisor, the grievant and, if either party desires, their representative. An answer to the grievance shall be given to the grievant, or the grievant's representative if applicable, in writing, within ten (10) days after the meeting.
- (c) Level Two - If the grievant is not satisfied at Level One, he/she may transmit the grievance to the Superintendent by filing written notice within ten (10) working days of the receipt of the response in Level One. A meeting between the Superintendent, or designated representative(s), and the grievant shall take place within ten (10) days following the receipt of such notice to the Superintendent. The Superintendent's written decision shall be transmitted to the grievant or representative if applicable, within ten (10) days after the meeting.
- (d) Level Three - If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made by the Superintendent within twenty (20) days from receipt of the grievance by the Superintendent, the grievance may be submitted by the grievant to arbitration before an impartial arbitrator, using the Federal Mediation and Conciliation Services (FMCS). The grievant, at his/her option, shall give written notice to the Superintendent of the grievant's intent to proceed through arbitration within twenty (20) days following the receipt of the Superintendent's decision in Level Two. If the parties cannot agree as to the arbitrator within seven (7) days of the receipt of the list of arbitrators from FMCS, then the arbitrator will be selected by FMCS in accord with its rules. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of the Agreement. The arbitrator shall render his/her decision in writing within (30) days after the close of the arbitration hearing and shall furnish a copy to the Association and the Board.

If the Board does not agree within ten (10) days of receipt of the written notice that the matter is arbitrable, the Board shall notify the Association, in writing, that it disagrees as to the arbitrability of the grievance. The parties agree that in such an instance, an arbitrator will be selected, according to the rules of FMCS, to determine solely the question of arbitrability. If there is no objection by either party to the arbitrability of the grievance, and the above-mentioned procedure has been fully complied with, or results in a determination that the grievance is arbitrable, the parties shall proceed to arbitrate the grievance. The Board and the Association agree to make available, upon specific written request to the other, such information as is necessary to effectively process grievances. The cost of gathering the information shall be borne by the requesting party in accordance with Florida Statutes. Requests for such information shall allow a reasonable time prior to the Level II hearing (except that if the arbitration hearing is to determine arbitrability, then a reasonable time before a hearing is set for the purpose) for collection of requested information. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence which has been specifically requested by the opposite party but which was not previously disclosed to the requesting party. Both parties agree that the decision of the arbitrator shall be final and binding on all parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

- (e) Other provisions relating to the Grievance Procedure.
 - (1) No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
 - (2) If the Association decides to withdraw its support of an alleged grievance, the individual may continue to process the claim on his/her own, so long as all costs are borne by that individual.

- (3) All documents, communications and records dealing with processing of a grievance shall be filed in a separate grievance file and shall not be kept in the official personnel file of any of the participants.
- (4) Nothing in this agreement shall prevent the Association, an employee, or an individual grievant from withdrawing the grievance claim at any step of the process. A grievance, once withdrawn, may not be reopened without mutual agreement between the Board and the Association.
- (5) The time limits provided in this agreement shall be strictly observed unless extended by written agreement of both parties. Failure of the grievant to proceed with his/her grievance within the time hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representative to take the required action within the time provided shall entitle the grievant to proceed to the next step of this Grievance Procedure.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION A - WORK YEAR AND WORKING HOURS

1. Workweek

The basic workweek shall consist of forty (40) hours unless otherwise specified by the District. Where practical, to accomplish the mission of the District, the workweek should be scheduled in five (5) or less consecutive workdays. During the normal workday, hours shall be scheduled consecutively. The District shall establish the basic workday, workweek, work year and hours of work best suited to meet the needs of the department and to provide superior service to the District. Nothing in this Agreement shall be construed as a guarantee of limitation of the number of hours per day or days per week to be worked.

When an employee is removed from his/her job duties and assigned temporary duties in a higher classification for fifteen (15) consecutive work days, the employee shall receive a five percent (5%) increase or the new minimum of the higher classification, whichever is greater. The increase will be retroactive to the first day of assignment in the higher classification. All reassignments in this provision shall be done by the Principal or Department Head. In no instance, however, will a paraprofessional I be eligible for substitute teacher or permanent substitute pay.

2. Overtime

All authorized and approved work actually performed by an employee in excess of forty (40) hours worked in any workweek shall be considered overtime and shall be compensated as follows:

- (a) One and one-half (1.5) times the employee's regular rate of pay, or,
- (b) Compensatory time off which is earned at the rate of one and one-half hours (1 1/2) of compensatory time for each hour of overtime worked.

Any employee who has requested the use of compensatory time, shall be permitted by the employer to use such time within a reasonable period after making the request. The use of compensatory time shall not be denied unless it unduly disrupts the operation of the employer. Compensatory time shall be scheduled

mutually between the employee and the supervisor.

For the purpose of computing overtime, an employee should not be penalized for any District designated Holidays during that work week (Monday thru Friday).

3. **Duty Free Lunch**

All members of the bargaining unit shall be entitled to an uninterrupted duty-free lunch period without pay as follows:

- (a) Employees may have a lunch period as scheduled by the supervisor. In no event shall this lunch period be less than thirty (30) minutes.
- (b) An employee may leave the building and/or campus during his/her scheduled duty-free lunch period upon notification to the supervisor. However, in emergency situations, the supervisor may temporarily suspend the duty-free lunch period. An employee whose duty-free lunch period is suspended due to an emergency, will have such time credited as work time for compensation purposes, if their work schedule is not otherwise adjusted. Any employee who is away from the building and/or campus under this provision shall not be considered to be carrying out the responsibilities of his/her position and the Board shall not be liable for injury to the employee or damage to the employee's property, unless the employee is performing authorized duties.

4. **Break Time**

Employees shall be provided a fifteen (15) minute break for each four (4) hours worked per day. Break time must be taken at a time convenient with the supervisor. By mutual consent, the two fifteen (15) minute breaks may be taken in conjunction with a thirty (30) minute lunch for a combined total of one (1) hour. Employees who work a ten-hour workday shall be provided with an additional fifteen (15) minute break.

SECTION B - PERSONNEL PROCEDURES

1. **Transfer Requests/Involuntary Transfers/Temporary Transfers**

Employees wishing to transfer must apply directly to the school or department. Application is made by submitting a letter of application and resume. Employees desiring to transfer must possess the qualifications stated in Board approved job descriptions.

(a) **Involuntary Transfers**

An involuntary transfer shall be made only after a meeting between the employee involved and the supervisor. Such factors as length of service, job competency, and geographic location should be given consideration. The administration shall provide affected employees with a copy of comparable vacant positions. District shall give consideration to the wishes of the affected employee when placing that employee in an available position.

(b) **Temporary Transfers**

If a regular employee is absent for greater than thirty (30) days, and another employee is assigned the responsibilities of the job description of the absent person, then the employee filling the absent employee's responsibilities may request a review by his/her superior as to whether such employee is fulfilling the total

responsibilities of the absent employee's job description.

In such a case, the supervisor shall make a determination as to whether the employee is fulfilling the total responsibilities of the absent employee. If the supervisor determines the employee is fulfilling the total responsibilities of the absent employee's job description, then such employee shall be given an interim appointment to the absent employee's position. Payment for such interim appointment shall begin on the 31st duty day of performance of the total responsibility of the job description of the absent person.

If an employee disagrees with the determination of his/her immediate supervisor, such employee may request a review of such decision by the Superintendent. The Superintendent's decision in such cases shall be final and that decision is not subject to the grievance procedure.

2. **Temporaries**

The supervisor shall make a determination as to whether a temporary is required in the case of a long-term absence of an employee. However, the decision of the supervisor shall be final.

3. **Vacancies**

- (a) All openings not filled from within the school or department, shall be listed as a job opening with Personnel Services.
- (b) Any job opening in a school or department will be posted prior to filling the position. The vacancy will be posted in the *FOCUS on Education* and on the Employment Hotline unless changed by some other form of advertising.
- (c) Current employees having the necessary qualifications shall be given equal consideration from among qualified applicants when available for such vacancies or promotions whenever possible.

4. **Evaluation**

- (a) All members of the bargaining unit shall have one end of the school year written evaluation.
- (b) Prior to an end of the year evaluation that may result in "less than satisfactory," a conference shall be arranged no less than twenty (20) work days prior to the formal evaluation being conducted to allow an employee the opportunity to improve his/her performance. At this conference a Memorandum of Assistance will be presented to the employee, which will state specific reasons why the employee's job performance is considered unsatisfactory. This Memorandum will also state specific steps to take for the employee to improve his/her performance.
- (c) Employees will be given a copy of the written evaluation prepared by the supervising administrator or trained designee and will have the right to discuss such evaluation with his/her supervising administrator or trained designee.
- (d) The professional judgment of the evaluator and the content of the evaluation shall not be subject to the grievance procedure. Any other grievance filed under this section of the contract shall not be subject to

binding arbitration.

- (e) The employee shall have twenty (20) work days to attach a written statement of rebuttal to the evaluation. All written rebuttals shall be sent to the Department of Employee Records and Information Services and to the evaluator.
- (f) No supervisor shall discuss any matter relating to the performance of an employee in the presence of students, parents or other employees. All personnel and/or confidential matters shall only be discussed in private offices.
- (g) When three (3) or more criteria or areas of concern have been evaluated as unsatisfactory on the annual evaluation instrument, the employee's performance will be rated as overall unsatisfactory for that year.

5. **Personnel File**

Evaluation statements and letters of reprimand and/or complaints shall not be placed in the employee's personnel file in Personnel Services unless the employee has signed or been given a copy of the document. All such documents placed in the employee's file shall be identified as to the source.

An employee may, within twenty (20) work days after receipt of such document, file a statement of reaction to the document. The employee shall provide a copy to the originator of the document and a copy to Employee Records and Information Services; and such copy shall be attached to the originator's copy and placed in the employee's personnel file.

Members of the bargaining unit shall have the right to examine their file at any reasonable time in the presence of a staff member from Employee Records and Information Services. Any employee may request copies of documents in the file. Such copies of documents shall be provided at the employee's expense in accordance with Florida Statutes. An employee may request that a representative accompany him/her when the file is being reviewed by the employee. On notarized authorization, the employee may permit any designated person to examine his/her file.

6. **Job Descriptions and Assignments**

- (a) The Board will prepare, review and revise job descriptions for those job classifications covered by the Agreement, as it deems necessary. The Division of Human Resources will provide the Association copies of new or revised job description and afford same the opportunity to review and comment prior to implementation.

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 the employee of related duties.
- (b) An employee in the bargaining unit will be afforded the opportunity to discuss and review his/her job description and regular working assignments with his/her supervisor. Ongoing regular duties will not be arbitrarily changed, nor instituted without verbal notification.
- (c) Nothing in a job description is intended or shall be construed so as to concede to an employee, or group of employees, the right to refuse to follow instructions or orders.
- (d) The Board maintains total authority to change job descriptions in any manner it sees fit in order to best manage its affairs and to accomplish the mission of the Board.

- (e) The employee shall be provided a revised copy of the new job description and, if necessary, be provided opportunity and available training within a reasonable length of time to learn new skills to continue in the job.
- (f) Employees who allege they are regularly performing duties substantially divergent from those authorized in official job descriptions shall meet with their supervisor to resolve the issue. In the event that a solution is not reached, the employee may request a second conference with their immediate supervisor and that administrator's supervisor. In the event that a solution is not reached, the employee may request a conference with the Chief Personnel Officer. A complaint under this section is not subject to the grievance procedure.

7. Job Reclassification

- (a) Any employee, class of employees, or the Board, may make a request for job reclassification utilizing procedures established by the Superintendent, and the final decision shall be made by the Superintendent.
- (b) When an employee is advanced to a position in a higher classification level, the employee will be placed within the appropriate classification level which will provide an hourly rate increase of five percent (5%), or the minimum hourly rate of the new classification level, whichever is greater.
- (c) When an employee is transferred from one position to another position in the same classification level, the employee's level/step shall remain the same.
- (d) If an employee requests a change in position to a lower classification, and he/she has been employed in the present position for one full year of duty days or longer, the salary shall remain the same as long as the current salary is within the minimum and maximum of the salary level.
- (e) If an employee requests a change to a lower classification, and he/she has not been employed in their present position for a minimum of a full year of duty days, there will be a reduction of five percent (5%) of their annual salary. If employee's salary after the five percent (5%) reduction is not within the salary range of the lower classification, the employee's salary shall be adjusted to the maximum of the range for that classification.
- (f) If an employee is reassigned into a lower classification level due to excess, reorganization or other imposed change, the employee's salary shall remain the same through the current fiscal year. However, if the salary was not within the range for the lower classification, at the beginning of the next fiscal year, the salary will be adjusted to the maximum of the range for that level.
- (g) If an employee has been promoted to a higher level or job classification and has been in the position for less than one full year of duty days and requests or is reassigned to the previous position or level held, he/she will be returned to the previous annual salary plus any raises that occurred in the interim.

8. Assignment to Temporary Duty Elsewhere

- (a) A bargaining unit member may be assigned temporarily to duties other than his/her regular duties and place of employment. Such assignment to temporary duty will ordinarily originate with the Superintendent. All requests for assignment of temporary duty outside the county shall be submitted to the Superintendent at least ten (10) calendar days in advance. A member shall receive his/her regular pay and may be allowed expenses as provided by law, regulation of the State Board of Education, and Board Policies.

- (b) Temporary duty within the District may be approved by the supervisor when no substitute service or other additional cost to the Board is involved.
- (c) The supervisor authorizing such temporary duty shall be responsible to ascertain that the temporary duty has been performed. No temporary duty forms need to be submitted for this type of assignment.
- (d) Such temporary duty shall be considered equal to the regular duties of the individual, and an employee performing such temporary duty shall not be considered on leave.
- (e) It is understood that such leave is provided only when the temporary assignment is necessary to effectively carry out the mission of the District and that such leave is not provided for personal reasons of the member or for Association business.

9. **Break in Service**

Employees who resign in good standing and are rehired within one (1) calendar year into a position in the same grade as the one previously held, may be rehired either at their former rate, grade and step, or the new minimum, whichever is higher. An employee who has been separated from the system for a period exceeding one (1) year shall be treated as a new employee.

10. **Seniority/Longevity Rights**

Seniority shall be defined as the total length of continuous service with the Board. Seniority shall be district wide and shall date from the last effective date of employment. Time off for Board approved noncompensable leaves of absence shall count for seniority purposes and such leave shall not be considered as an interruption of service.

11. **Reduction-in-Force Policy**

In the event that a reduction in work force (RIF) becomes necessary due to declines in enrollment, budgetary restrictions, reorganization, or other causes as determined by the Board, the following reduction-in-work force provisions shall apply:

- (a) The Board will determine the classification(s) and assignments within the classification(s) to be reduced. The Superintendent will notify the Association's President in advance of any pending reduction in work force action. When units are reduced, employees will be released in the inverse order of their length of time in the District within the classifications and assignment within the classification(s).
- (b) In the event that two (2) or more employees affected have the same amount of continuous service within the District, the Superintendent or designee shall make the decision of who shall be retained.

12. **Recall**

When employees are recalled from layoff, the employee with the greatest seniority in the District shall be recalled first. Employees in layoff status will retain recall rights for one year and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address in the employee's records. Within five (5) workdays of the certified receipt date or attempted delivery, laid-off employees must signify in writing to the Human Resources their intention of returning to work. Employees must return to their assigned work location within five (5) workdays of acceptance of recall. If an employee fails to respond to a recall notice or declines an offer, the next senior employee will be recalled. If an employee fails to respond or declines an offer three (3) times he/she will forfeit further recall rights.

If several positions within a recalled classification become available for recall at one time, the Superintendent, when recalling employees, shall first place the employees in the school or department from which they were laid off if such position is available. If such position is not available, then the Superintendent, when filling such positions, shall consider affirmative action goals, geographic location, preference of the senior employee, and the needs of the District. However, the decision of the Superintendent shall be final. If an employee fails to accept an offer of recall, the employee forfeits all recall rights.

Any accrued sick leave of record at the time of layoff shall be restored at the time the employee is rehired. An employee who is on layoff status is eligible to apply for any other position, and if re-employed by the District, the employee forfeits rights to recall.

13. Terminal Pay Benefits

- (a) An employee who retires and submits proof of eligibility from the Florida Retirement System or whose employment is terminated by death shall receive payment for accrued sick leave days. Such compensation shall be the daily rate of pay at retirement or death of the employee multiplied by the maximum percentage provided for by Florida Statute times the number of accumulated sick leave days. In the event service is terminated by death, benefits shall be paid to the beneficiary as identified on the employee's group life insurance form.
- (b) **Accrued Annual Leave:** A member of the bargaining unit shall receive payment for all accrued vacation leave (if applicable) at his/her daily rate at time of resignation or termination, retirement, or to his/her beneficiary, if service is terminated by death, as terminal leave pay. Resignation or termination shall be the last duty day an employee is physically on duty unless the employee is by necessity required to resign or terminate while on sick leave.

14. Performance-Based Termination/Suspension

- (a) Any employee whose performance is deemed to be less than satisfactory by his/her supervisor shall be so advised in writing of such unsatisfactory performance by the supervisor.
- (b) The employee will be provided assistance to improve his/her performance.
- (c) No employee shall be recommended for termination/suspension based on an unsatisfactory evaluation unless he/she has been given at least thirty (30) calendar days to improve his/her performance.
- (d) An employee who will be recommended to the Board for termination/suspension shall be given notice, in writing, with documentation stating the reasons. The employee shall be given prior notice if the Superintendent is recommending termination/suspension prior to Board action.
- (e) After Board action, an employee may, within fifteen (15) days, protest his/her performance-based termination/suspension through either the grievance procedure or the Department of Administration Hearings (DOAH).

15. Equal Employment Rights

The parties to this Agreement agree that the provisions regarding such items as training, assignment, promotion, transfer, discipline or termination shall be applied without regard to race, creed, color, religion, national origin, age, gender, disability, personal life style, domicile, marital status, sexual orientation, political affiliation or membership in

the Association. Appeals of discrimination under Title VII of the Civil Rights Act are not subject to the grievance procedure.

16. Probationary Employees

- (a) All newly hired or rehired employees or promoted employees , excluding employees on recall status, shall be subject to a probationary period of ninety (90) work days.
- (b) During the probationary period newly hired and re-hired employees may be discharged without recourse.
- (c) When an employee is promoted to a higher classification, he/she shall be subject to a 90 calendar day probationary period in that position. During this promotional probationary period, the district will provide written feedback to the employee regarding his/her conduct/performance. At any time during the promotional probationary period, either the District or the employee can cancel the promotion for any or no reason. The decision not to continue an employee in the promoted position and/or the written feedback shall not be the subject of a grievance procedure. In the event the promoted employee does not continue in the higher classified position for 90-days, he/she shall be given a position at the same level and with the same benefits he/she received prior to the promotion.
- (d) Newly hired/re-hired probationary employees are not eligible to hold any union office or stewardship or to authorize membership dues deductions.
- (e) Newly hired/re-hired probationary employees shall not be eligible for any type of leave except accrued sick leave, annual leave, or short term unpaid leave (due to illness), not to exceed five (5) days.

SECTION C - PROGRESSIVE DISCIPLINE

1. This section covers actions involving verbal warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.

Disciplinary action may not be taken against an employee except for just cause and this must be substantiated by sufficient evidence by the Superintendent or Designee which supports the recommended disciplinary action.

All allegations pertaining to a disciplinary action shall be investigated. Actions under this Section shall be initiated after all the facts have been made known to the official responsible for taking the actions.

2. Disciplinary action shall be governed by applicable State Statutes.
3. An employee against whom disciplinary action is to be taken may appeal said action through the grievance procedure, excluding verbal warning and written reprimand. An employee may not appeal an action through the grievance procedure, to PERC as an unfair labor practice complaint and to DOAH. The employee must make a choice of one of the above and is precluded from availing himself or herself to more than one of these procedures.
4. An employee against whom action is to be taken under this Section shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request. No adverse action may be taken against an employee on the basis of any document which has not been previously provided to that employee.
5. If the Association is representing a bargaining unit member, a copy of all correspondence that is related to the action shall be provided to the Association after a probable cause determination has been made.

6. The employee and his/her representative shall be afforded a reasonable amount of time-to prepare and present appropriate responses to the proposed disciplinary actions under this Section. This amount of time is to be mutually agreed upon by the parties.
7. Previous charges or disciplinary actions that have been brought forth by the District may be cited against the employee if those previous acts are reasonably related to the existing charge. All previous charges or disciplinary actions must have been shared with the employee.
8. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause.

Where just cause warrants such action(s), an employee may be demoted, suspended or dismissed upon recommendation to the Superintendent. Except in cases that constitute a real immediate danger to the District or other flagrant violation, progressive discipline shall be administered as follows:

- (a) Verbal Warning (Written notification)(Not filed in Personnel File).
- (b) Written Reprimand (Filed in Personnel File).
- (c) Suspension without pay with Board Approval.
- (d) Dismissal with Board approval.

SECTION D - EMPLOYEE PROTECTION

1. Safety

- (a) No member of the bargaining unit shall be required to work under unsafe conditions or to perform tasks which endanger their health and safety as determined by the supervisor, and/or Area Superintendent and/or Board Safety Officer.
- (b) Wrist supports and glass anti-static/radiation filters shall be made available to each employee upon request if such employee spends most of his/her workday at the computer. Safety belts shall be made available upon request from any employee who lifts students or heavy objects as part of his/her duties.
- (c) A procedure shall continue to be in place to protect bookkeeper and office money handlers in an effort to address personal safety regarding school deposits. Safes will be installed in all schools. Courier service will be in place to pick up all deposits.

2. Reimbursement for Loss

- (a) Bargaining unit employees will be entitled to reimbursement for damaged, vandalized, stolen or destroyed clothing, personal property or vehicles as follows:
 1. Clothing: The District will reimburse an employee for clothing which is damaged, destroyed or stolen as a result of an assault provided the employee is acting in the discharge of his/her duties and within the scope of his/her employment when the assault occurred.
 2. Personal property: The District will reimburse an employee for personal property which is damaged, vandalized, stolen or destroyed as a result of an assault which occurs while the employee is acting in the discharge of his/her duties within the scope of his/her employment. An employee must demonstrate to the District's satisfaction that the property in question was being used for educational purposes on school property or other educational sites approved by the

administration. The employee shall be responsible for establishing the relationship between the damage and performance of the employee's job responsibilities before becoming eligible for reimbursement under this section.

3. Vehicles: If an employee's vehicle is vandalized while on the property of the District, the employee will be reimbursed for the damage to the vehicle when it is determined that the vandalism occurred on District property. Such determination may be made by a School Police Officer, witness testimony, or apprehension of the person(s) responsible for the damage.
- (b) The maximum total liability of the Board pursuant to Article 3, Section D 2(a) 1, 2 and 3 above, will be Five Hundred dollars (\$500.00) per occurrence, less any amount reimbursable by insurance. The Board's maximum liability under Article 3, Section D 2(a) 1, 2 and 3, will be Ten Thousand dollars (\$10,000.00) per school year (July 1 - June 30).
- (c) An employee who submits a fraudulent claim under Section D 2(a) 1, 2 or 3 shall be dismissed by the Board subject to the due process provisions of Article 3, Section C of this Agreement.

SECTION E - MISCELLANEOUS

1. Continuing Education

- (a) The Board agrees to pay the expenses for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement.
- (b) An employee may request and be granted leave to attend such meetings as described in Paragraph (a) of this section, without loss of pay.
- (c) An employee may be afforded time to attend in-service offered by the District when it will add to the efficiency of his/her job performance skills. A request should be submitted at least one week prior to the in-service activity. Such requests shall not be unreasonably denied.
- (d) The District has the sole discretion in the determination regarding (a), (b), and (c) above.
- (e) The District shall make every effort to assure prompt and adequate specialized training required for Exceptional Student Education aides working with medically or emotionally involved students.

2. Fiscal Rights and Responsibilities

- (a) Any employee whose duty it is to collect, count, and deposit monies and negotiable paper shall be responsible for such only when such monies and negotiable papers are under the direct control of said responsible employee.
- (b) Employees charged with the responsibility of depositing monies shall be reimbursed at the per mile rate approved by the Board for travel if it is not included en route to or from the employee's residence.

3. Telephone Calls

Telephone calls that identify sufficient facts to constitute an emergency received within the school/department which

would affect the health or safety of an employee or his/her immediate family, shall be promptly transmitted to the employee.

4. Medical Verification

The Superintendent may require medical verification from a competent physician (M.D. or D.O.) certifying that an employee is physically and emotionally able to carry out the duties and responsibilities of the job.

5. Authorized Travel Expense Reimbursement

Authorized mileage for in-county and out-of-county travel, including per diem, shall be reimbursed at the rate provided by Florida Statute and State Board Administrative Rule.

6. The Faculty Committee

Prior to any building decisions being made which will effect the current working conditions of Association employees, the supervisor will allow an Association representative to be at any meeting to participate in the discussions and have voting privileges.

7. Paraprofessional I Meetings

Paraprofessional I employees shall be provided the opportunity to meet with the principal or designee at least one (1) time each nine weeks during the school year to review and discuss problems, discipline procedures, and expectations of teachers. This meeting will take place on school time. Paraprofessional I employees will not be required to attend faculty meetings during their off duty hours except in emergency situations.

ARTICLE 4 - LEAVE

SECTION A - ANNUAL LEAVE

This section shall refer to members of the bargaining unit employed on a twelve month basis.

1. A member of the bargaining unit who is employed on a twelve-month basis shall be allowed vacation leave, exclusive of holidays, with compensation as follows:
 - (a) An employee with less than five (5) years of continuous service at a rate of one (1) day per month, cumulative to twelve (12) workdays per year.
 - (b) An employee with five (5) but less than ten (10) years of continuous service at a rate of one and one-quarter (1 1/4) days per month, cumulative to fifteen (15) workdays per year.
 - (c) An employee with ten (10) years or more of continuous service at a rate of one and one-half (1 1/2) days per month, cumulative to eighteen (18) workdays per year.
2. Leave balances are maintained on an hourly basis and can be used in one (1) hour increments.
3. Accrued vacation leave shall not exceed sixty-two and one-half (62 1/2) workdays maximum on June 30 of each year. Vacation leave may be granted by the Superintendent, upon the written request of the employee with prior recommendation by the employee's supervisor. Vacation leave for an employee shall be scheduled so that there will be minimum disruption to the operation of the School District.

4. Upon employment termination, the employee shall be paid as terminal leave all unused vacation leave as follows:
- (a) **(EMPLOYEE WHO HAS 60 OR FEWER DAYS ON JUNE 30, 2001 OR WHO WAS HIRED AFTER JULY 1, 1995)**
Each employee who has accumulated 60 or fewer days of unused vacation leave as of June 30, 2001 or who was hired by the District after July 1, 1995, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 60 days.
 - (b) **(EMPLOYEE WHO WAS HIRED PRIOR TO JULY 1, 1995, WHO HAS MORE THAN 60 DAYS ON JULY 1, 1995 AND AT SOME TIME AFTER THAT DATE THE ACCUMULATION FALLS TO OR BELOW 60 DAYS)**
Each employee who was hired by the District prior to July 1, 1995, who accumulated more than 60 days of unused vacation leave as of July 1, 1995 and whose accumulation of unused vacation days at any time falls to or goes below 60 days, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 60 days.
 - (c) **(EMPLOYEE WHO WAS HIRED PRIOR TO JULY 1, 1995, WHO HAS MORE THAN 60 DAYS ON JULY 1, 1995 AND MAINTAINS AN ACCUMULATION GREATER THAN 60 DAYS AT ALL TIMES)**
Each employee who was hired by the District prior to July 1, 1995, who accumulated more than 60 days of unused vacation leave as of July 1, 1995, and who maintains an accumulation of greater than 60 days of unused vacation leave days at all times after July 1, 1995, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 62 ½ days.
5. Annual leave must be taken at a time convenient to the work schedule of the school or department.

SECTION B - SICK LEAVE

1. Provisions for the Accrual of Sick Leave

- (a) Permanent full-time and part-time employees shall be credited at the end of the first month of employment of each contract year with an allotment of sick leave hours equal to the hours of the employee's work day times four. Thereafter, at the end of each month of employment, an employee shall be credited with sick leave hours equal to the hours of the employee's work day, provided the employee has been on duty or compensable leave for a minimum of eleven (11) days within the month.

(Example: An employee on a five hour daily schedule will initially be credited with twenty (20) hours and thereafter, each month will earn an additional five (5) hours of sick leave.)
- (b) Sick leave shall not be used prior to the time it is earned and credited to the employee.
- (c) An employee shall earn no more sick leave hours than an amount equal to the employee's work day times the number of months of employment in a fiscal year.
- (d) A member of the bargaining unit whose duty day hours change, shall retain his/her accumulated sick leave hours.
- (e) Sick leave hours shall be cumulative from year to year.
- (f) Out-of-County Credit for Sick Leave: A bargaining unit member shall be entitled to transfer sick leave credit

from other Florida School Systems and State agencies which are participants in any of the Florida Retirement System plans with the restriction that at least half of the cumulative leave shall be established within this District. An employee returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at the time of such leave or resignation.

- (g) Sick leave claims shall be honored as submitted by the employee for his own personal illness as well as illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his/her own household.
- (h) The Superintendent may require a doctor's statement of verification of illness. A request to the Superintendent for a verification of claim may be initiated by the supervisor.
- (l) A false claim for sick leave shall be grounds for dismissal by the Board.
- (j) Any employee working the entire summer school (special session) shall be entitled to earn sick leave hours equal to the employee's duty day hours.

2. **Leave of Absence - Unpaid**

- (a) As soon as possible, but within the first three (3) consecutive days of absence, an employee must notify his/her supervisor of his/her absence and apply for leave in accordance with one of the leave provisions set forth in this Article. Except in unusual circumstances, as determined by the Superintendent, failure of the employee to notify and apply for leave in a timely manner, will be considered a resignation of employment from the District.
- (b) After accrued sick leave is exhausted, an employee may request unpaid personal leave of absence due to his/her personal illness. Personal leave due to illness is leave without pay and may be granted for a period of up to the end of the employee's work year.
- (c) Personal Leave - A Personal Leave of absence is granted at the District's discretion, for an employee to be absent from his/her duties for specified periods of time with the right of returning to duty on expiration of the leave. Leave shall be officially granted in advance by the District and shall be used for the purpose set forth in the leave application. Such Personal Leave when granted will be for the remainder of the school year, unless otherwise approved with the initial leave request. In addition, up to one (1) additional year of leave shall be granted upon receipt of a written request from the employee, unless the employee has not been reappointed or dismissed, in keeping with other provisions of the Agreement, for the next school year. Such extension of Personal Leave shall be timed such that the employee returns at the beginning of a new grading period. Once an employee has exhausted the leave privileges under this subsection, the employee shall be required to return to duty for a full year before being eligible for another Personal Leave under this section.
- (d) Family and Medical Leave - Bargaining unit members are entitled to unpaid medical and Family Leave under the Family and Medical Leave Act pursuant to Board Policy 3.76.

3. **Injury or Illness in Line-of-Duty**

- (a) An employee who is absent because of injury or illness in the line of duty, may be entitled up to ten (10) paid leave days per year for any one injury/illness which shall not be cumulative and which shall not be charged against the employee's sick leave balance. These ten (10) noncumulative days will be applied to the first ten (10) days of approved Workers' Compensation lost time. All claims for such leave must clearly substantiate injury received in carrying out assigned duties. Additionally, such paid leave shall only be

awarded for the duty days for which the employee has been employed.

- (b) In cases of unusual illness or injury in the line of duty, an employee may make a request to the Superintendent for additional compensation leave days. If the Superintendent is satisfied that the condition warrants, he/she shall recommend additional compensated leave to the Board.
- (c) Any employee who has a claim for compensation while absent because of illness contracted or injury incurred as prescribed herein, shall notify his/her supervisor as soon as such illness or injury is apparent and shall file a claim by the end of each month or pay period as requested during which such absence has occurred. The Board shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment.
- (d) The employee may claim no more than a total of ten (10) days for any one injury or illness per year. This section (d) shall not supersede any provision of the Florida Workers' Compensation Act.
- (e) The employee must seek medical treatment for any injury received in the line of duty within six months of the injury to be eligible for leave under this section.
- (f) Workers' Compensation: Any Workers' Compensation payments received by the employee while on injury or illness in-line-of-duty leave shall be reimbursed to the Board.
- (g) Leave While Quarantined: When an employee has been placed in quarantine by constituted medical or legal authority, he/she shall remain away from regularly assigned duties for the duration of such quarantine. He/she shall continue to receive his/her salary during a quarantine period. Such payments shall not be charged against any other compensable leave.
- (h) Any employee who can clearly demonstrate the contracting of an infectious or contagious disease for which inoculations are not available and exclusive of upper respiratory infections or complications therefrom at the school/department to which he/she is assigned, may qualify for a maximum additional twenty-two (22) days for non-cumulative sick leave if the disease requires the employee to use more than five (5) days of his/her accumulated sick balance. If the employee does not have the five (5) days of accumulated sick leave, this leave shall begin immediately after the use of the last sick leave day.

4. **Catastrophic Illness or Injury**

- (a) A catastrophic illness or injury shall be defined as a medical condition not covered by Workers' Compensation, requiring absence from work greater than fifty (50) working days of consecutive absence for a single illness or injury.
- (b) Any employee who sustains a catastrophic illness or injury may apply for and receive, for use on a matching basis, supplementary catastrophic illness or injury leave not to exceed the number of regular unused sick leave days that the employee had accumulated on the first day of the regular sick leave applied to the catastrophic illness or injury.
- (c) Two (2) medical verifications (M.D. or D.O.) of such catastrophic illness or injury shall be required. The employee shall fully cooperate with the Board and shall authorize the release of any medical records necessary. The Board shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The Board may, at its expense, require an independent medical examination.

- (d) Catastrophic illness or injury leave shall begin on the fifty-first (51st) day of consecutive absence and not be awarded retroactively.

5. Leave for Personal Reasons

A member of the bargaining unit shall be allowed six (6) days paid leave for 12 month employees and six (6) days paid leave for less than 12 month employees for personal reasons each year to be charged against accrued sick leave and provided that such leave shall be non-cumulative. Except in emergency situations, employees shall request leave for personal reasons forty-eight (48) hours in advance of such leave.

A personal leave request shall not be made for any day immediately preceding or following a Board approved holiday or the first or last week of the school year when students are in attendance, at the discretion of the supervisor.

6. Permanently and Totally Disabled Employees

The superintendent will submit to the School Board an agenda item wherein the Board will accept the termination of an employee based upon the determination that the employee is permanently and totally disabled pursuant to applicable Workers' Compensation statutes, rules and regulations. To the extent allowed by statutes, the employee will receive his/her terminal pay for any unused sick leave and/or annual leave and any leave the employee is on will be cancelled upon the School Board's action.

SECTION C - MATERNITY LEAVE/RECOVERY

- 1. Accrued sick days may be used for maternity leave which refers only to the type of leave taken by female employees to cover the period of their own actual physical inability to work as a result of pregnancy, childbirth, abortion, miscarriage, or related medical conditions, or recovery therefrom. It does not include leave taken or requested for personal reasons related to maternity, e.g., preparing for the birth of a child or caring for an infant where there is no accompanying disability.
- 2. Once an expected date of confinement has been established, no further medical statement is required for sick leave if maternity disability (use of accrued sick days) occurs within three (3) weeks prior to the expected date of delivery or within six (6) weeks after the actual birth of the child. Any extended sick leave for maternity outside these nine (9) weeks must be supported by a physician's statement. If accrued sick leave is not sufficient, or if an employee elects not to use accrued sick leave for maternity, unpaid personal leave may be used.
- 3. Short term illness related to maternity is treated as the same as any other day-to-day illness.

SECTION D - CHILD CARE LEAVE - UNPAID

- 1. A regular employee may request and shall be entitled to a leave of absence without pay for child care (normally after recovery) or when adopting a child or foster care. In the case of adoption, leave would begin upon receipt of custody. Leave may be granted for the remainder of the employee's term of appointment and may be extended for one additional year provided that the total time away from the job is not more than eighteen (18) months.
- 2. It is the responsibility of the employee to keep the supervisor informed so that appropriate administrative arrangements can be made prior to return to duty. Upon return from extended leave, an employee may be returned to the same or similar position.

SECTION E - JURY DUTY LEAVE

1. A member of the bargaining unit subpoenaed to jury duty shall be paid his/her salary during his/her absence for jury duty. If upon reporting for jury duty he/she is not used, the employee is to report back to his/her duty station and carry on with his/her daily work assignments. A reasonable amount of time will be allowed for travel.
2. The employee shall provide the supervisor with proof of jury duty service before compensation is approved, and a copy of the subpoena is to be attached to the TDE.
3. The employee shall remit to the Board the fees received for jury duty or witness fees less travel allowance paid by the courts.

SECTION F - WITNESS SERVICE

1. Witness Service

- (a) When an employee is under subpoena as a witness in connection with his official duties or is under subpoena as a witness in a court proceeding in which the employee is not a part to the litigation, he/she shall be eligible for Temporary Duty Elsewhere leave and shall receive regular compensation while on witness duty and shall remit to the Board in check or money order (no cash) the amount of fees, less travel allowance and other expense allowances, received for witness duty.
- (b) Before compensation is approved, the employee shall provide the supervisor with the witness duty subpoena, a copy of which shall be attached to the request for Temporary Duty Elsewhere leave.
- (c) An employee who is a party to litigation may request either personal leave charged to sick, personal leave without pay or annual leave (if applicable).

SECTION G - MILITARY LEAVE

Military Service

Leave for Military Duty shall be granted in accordance with Florida Statutes and such rules and regulations pertaining thereto, as shall be approved by the Board.

- (a) Short Term Duty with Pay: Any employee who is a member of the United States Military Reserve or the National Guard shall be entitled to a leave of absence from his/her respective duties without loss of pay when he/she is ordered to active duty by the appropriate unit.
- (b) Leaves granted shall be a matter of legal right and shall not exceed the number of days authorized by the Florida Statutes. All efforts shall be made to prevent such leave being taken during the time school is in session. Requests for temporary military service leave shall be made by letter and shall be filed with the Superintendent for Board action. If possible, this shall be done prior to the date of leave.

SECTION H - POLITICAL LEAVE

Any employee who has filed to run for political office and is desirous of unpaid leave for political reasons shall make application for such leave and shall be entitled to it. The employee shall not be restricted to one leave during a political campaign; however, if possible, leave shall be requested for the duration of the campaign. Leave shall be given for all absences for political campaigning.

SECTION I - HOLIDAYS

All full-time, twelve-month employees eligible for membership in the bargaining unit shall receive paid holidays each year as approved by the Board as recommended by the School Calendar Committee. The School Calendar Committee shall be composed of representatives of employee groups and the administration.

SECTION J - RELIGIOUS HOLIDAY OBSERVANCE

Any employee may request personal leave or vacation leave when observance of their religious holiday requires absence from work. The request to their supervisor should be made one (1) week in advance. The employer will make every effort to grant the request.

ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION A - RIGHTS OF EMPLOYEES

1. Right to Organize/Join

Pursuant to the Constitution and Statutes of the State of Florida, the Board hereby agrees that every employee shall have the right freely to organize and join the organization of his/her choice or refrain therefrom.

2. Association Meetings

The Association may conduct meetings in Board buildings before or after the regular school workday by prior arrangement for a designated meeting location. The Association shall hold the Board harmless and assume any liability for claims made against the Board growing out of such meetings.

3 Meeting Locations and Notices

- (a) The Board shall allocate suitable space in a school building or other location where members of the Association work for the purpose of Association notices.
- (b) Bulletin Board space will be provided for this purpose. The selection of the appropriate location will be approved by the supervisor.
- (c) The bulletin boards shall be used for posting Association notices, but is restricted to:
 - (1) Notices of Association recreational and social affairs.
 - (2) Notices of Association elections and results of such elections.
 - (3) Notices of Association appointments.
 - (4) Notices of Association meetings.
- (d) Any other information, including any notices containing any information other than purpose, date, time and place only upon the approval of the Director of Labor Relations.
- (e) The Director of Labor Relations shall receive copies of all notices posted on bulletin boards.

- (f) No public political materials shall be posted.
- (g) All notices shall be signed by a duly recognized officer of the Association.
- (h) All costs incidental to preparing and posting of Association materials will be borne by the Association. The Association is responsible for posting and removing approved material on its bulletin boards and for maintaining such boards in an orderly condition.

4. **Association on School Board Agenda**

- (a) Association materials or public political information shall not be distributed through interschool mail.
- (b) An Association representative, upon timely request, shall be given the right to address the Board for up to three (3) minutes on issues(s) of interest to the Association during the time on the agenda entitled Delegations/Individual Appearances - Agenda Items. The Association may not utilize this provision more than three (3) times during any one (1) meeting of the Board without the permission of the School Board Chair.

If an emergency or unannounced items are added to the agenda, an Association representative shall be given the opportunity to speak [not to exceed three (3) minutes], on the item when it comes up for discussion prior to Board vote.

- (c) The Agenda, Board backup materials, official minutes of the Board Meetings, and FYI items shall be available to the Association within twenty-four (24) hours of the time they are given to the Board, except those items given to the Board less than twenty-four (24) hours before the Board Meeting which shall be made immediately available to the Association.

5. **Labels and Printouts**

- (a) The Board shall furnish the Association with a printout on the first pay period of September and first pay period in January each year of employees in their unit at no charge.
- (b) The Board shall also furnish the Association with a set of gum labels by zip code July 15th and October 15th at no charge.
- (c) The Board shall provide to the Association Negotiator, as necessary, a seniority list of its affected members by classification.
- (d) The Board shall provide to the Association Negotiator a monthly list of employees retiring, resigning or terminated and indicate their positions and departments. A list of internal job transfers also will be provided.

SECTION B - ASSOCIATION PROFESSIONAL LEAVE

1. The Board, upon request from the Association, shall grant the President of the Association temporary duty for the duration of the president's term of office. All benefits enjoyed by employees shall be continued and accrued to the President of the Association.
2. The Association shall provide the Board with revenue to pay for the President's salary, taxes, retirement, and fringe benefits, and in return the Board shall issue a monthly check warrant to the President during his/her term of office.

The Association shall inform the Board of the date of the President's term of office so as to establish a monthly payday. Where possible, the President shall be assigned to his/her previous school or department.

3. The provisions above shall also apply to any member of the Association elected to an office in a State or National affiliate of the Association so long as said affiliate or the Association provide the Board the revenue to pay for the same benefits as in Paragraph 2, above.
4. The Board shall authorize the Superintendent to grant reasonable use of Temporary Duty Elsewhere (TDE) to be used at the discretion of the Association President for the conduct of Association business. If a substitute is required, the Association shall reimburse the District for the cost of the substitute; if no substitute is required, the employee shall be required to make up time lost as a result of participation in Association activities.
5. The Association President shall correspond with the Department of Labor Relations regarding the purpose, the names of the employees involved, and their schools or departments for use of such TDEs, and give at least five (5) but no more than ten (10) working days notice in advance of such leave.
6. The maximum number of TDEs under this section shall be one hundred (100) days. However, no more than ten (10) days annually shall be allowed for any one person with the exception of the President who shall be permitted fifteen (15) days annually provided he/she has not enacted Paragraphs 1 and 2 of this Section (B).
7. Staff development monies up to a maximum of \$15,000 per year shall be made available for staff development activities related to job responsibilities of bargaining unit members. Of this amount, up to twenty percent (20%) may be used for Regional activities as approved by the Superintendent.

SECTION C - DUES DEDUCTION

1. The Board agrees to deduct Association dues from the regular salaries of members of the bargaining unit who voluntarily execute an authorization for such deduction, which shall continue in effect unless revoked in writing by the employee.
2. The proceeds of such deductions shall be transmitted to the Association within ten (10) working days after the close of each month during which the deductions are made.
3. The Board will provide such payroll deduction services at a cost of ten cents (\$.10) per individual deduction per pay period.
4. The Association recognizes this is a privilege granted by the District, and agrees that the District has full authority to discontinue this service at any time if the Association violates the laws of the State of Florida, in connection with their activity as representatives of employees of the Board. The Association and the District recognize that this is a voluntary action on the part of the employees, and that neither party recognizes this as a dues check off plan.
5. The Association and its members agree to indemnify and hold harmless the District, each individual Board member, the Superintendent and all administrators and employees against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this Section.

SECTION D - PAYROLL DEDUCTION

1. The Board and the Association agree that payroll deduction services which are within the control of the Board and accruing to employees, shall continue through this contract. The specific deduction types are: Credit Union, Tax Sheltered Annuities, Health Insurance, United Way, Income Protection, and additional Life Insurance.

2. Unless stated to the contrary in other sections of this agreement, the amount deducted from the employee's salary shall be voluntary and no charge shall be made to the individual employee for these payroll deduction services.
3. Payroll deduction for Association dues is provided for under Section C - Dues Deduction, of this Article.

SECTION E - ACCESS TO FULTON-HOLLAND EDUCATIONAL SERVICES CENTER

The Association will be provided with three (3) entrance pass cards.

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION A - PAY SCHEDULE

1.
 - (a) Effective July 1, 2003, and thereafter no bargaining unit employees shall be granted a step increase on the salary schedule unless a step increase is specifically negotiated and agreed to between the parties.
 - (b) Effective January 1, 2004, a 4% across the Board increase will be applied to the current salary schedule. The January 1, 2004 salary schedule is attached as Appendix A.
 - (c) Only bargaining unit employees who are employed at the time of Board approval are entitled to any retroactive pay increase. Only those employees whose most recent evaluation with the District is rated as being overall satisfactory will receive this salary increase.
 - (d) Any bargaining unit members at the maximum step of the Pay Plan will have their salary frozen and red-lined after the 4% increase is applied as provided in paragraph (a) above. Accordingly, no bargaining unit employee at step 25 is eligible for a step increase based on an overall satisfactory annual evaluation the previous year or any increase in pay that will place them outside of the new salary scale.
2. An employee hired to work in the summer school program shall be paid at that employee's hourly rate of pay in effect during the contract period immediately preceding the summer school program, provided the employee was employed in the same or related job classification during that period.
3. School Police dispatchers who work either the 3 p.m. - 11 p.m. shift or the 11 p.m. - 7 a.m. shift and are unable to take a lunch break shall receive a five percent (5%) increase above their present hourly rate only while working the shifts noted herein.
4. Employees who are serving medically complex students during regular or summer school will be paid an additional \$1.00 per hour while so employed and assigned. The additional \$1.00 per hour shall apply only to employees who are assigned on a regular basis to a student who requires unique procedures as defined herein. These procedures include but are not limited to: maintaining gastrostomy tubes, observing the use of nebulizers, lifting immobile students, finger stick for use of glucometers, oral suctioning and suctioning of tracheotomy tubes, changing diapers, catheterization, and colostomy bags and other similar functions. Approval will be given in writing by the Department of ESE or designee. Proper training will be provided to the employees.

An additional fifty cents (\$.50) per hour shall be provided to Paraprofessionals who are assigned to a defined SEH unit on a full-time basis in regular or summer school. This additional 50 cents (\$.50) shall not be available to Paraprofessionals who are in regular classes with SEH mainstreamed students.
5. The district shall pay a member of the bargaining unit an additional thirty-five cents (\$.35) per hour each month

providing they used no sick or personal leave (paid or unpaid) during the month. This provision shall apply to all bargaining unit members beginning with the first day of their second year of consecutive employment with the district in a bargaining unit position occupied for that period of time.

6. Community school secretaries, media clerks, other office personnel and data management services employees, and school police dispatchers who work half or more of their regular work hours at a time other than the hours of 8:00 a.m. to 4:30 p.m. shall be paid a differential of twenty-five cents (\$.25) per hour worked.
7. Employees assigned to work at least a 190 day calendar shall be paid in 24 equal installments to be issued on the 15th and the last day of each month. Employees assigned to work less than a 190 day calendar will be paid on 20 equal installments to be issued on the 15th and the last day of the month. Employees who work a 12 month calendar shall be paid in 24 equal installments to be issued on the 15th and last day of each month. Employees who work less than a 12 month calendar will be paid on 20 equal installments to be issued on the 15th and last day of each month.

When the pay date, as described above falls on a weekend or holiday, checks will be issued on the last duty day prior to the weekend or holiday if the last duty day precedes, by no more than (2) days, the weekend or holiday.

In the event the District wishes to change the payroll practices from those set forth above, upon receipt of written notice to the Association, the parties agree to reopen negotiations on payroll practices including, but not limited to the number of pay periods, implementation of a "paperless pay stub" system and/or an attendance/payroll tracking procedure.

SECTION B - HEALTH INSURANCE

1. (a) Effective January 1, 2002, the District will provide a choice of benefits to eligible employees under a cafeteria plan hereafter referred to as a "Flex Plan."

A full time eligible employee is defined as a non-temporary employee who is in a regularly established position and works six (6) or more hours per day.

A part time eligible employee is defined as a non-temporary employee who is in a regularly established position and works four (4) or more but less than six (6) hours per day. (For those in the CTA bargaining unit, part-time is defined as those who work 3.75 hours or more, but less than six (6) hours per day).

- (b) Within the Flex Plan, the District shall make available to each eligible employee an option of medical health plans. Such medical health plans shall consist of Health Maintenance Organization(s) (HMO), and Point of Service Plans (POS). Preferred Provider Organization Plans (PPO's) will be offered, if available, through insurance carriers as fully insured plans.
- (c) The District shall also make available choices of dental plans, including a Managed Care Dental plan (MCD) and a Preferred Provider Organization plan (PPO).
- (d) A vision plan will be offered.
- (e) Basic Term Life Insurance will be provided for eligible employees in the following amounts:
 - \$20,000 face value for full time eligible employees.

- \$10,000 face value for part time eligible employees.

(f) An employee shall be required to comply with any and all rules and regulations and/or limitations established by the carrier and contained in the policy, and employees and their dependents shall look solely to such carrier for the payment of any and all benefits.

2. All eligible employees will receive a monthly amount of "flex dollars" which can be used to offset the premium cost of benefits in conformance with the IRS Section 125 plan. Flex dollars must be used to purchase medical benefits as described in b & c below. Any dollars not spent on pre-tax medical, dental, vision or flexible-spending accounts, will be forfeited by the employee under the Section 125 plan. The value of unused Flex dollars shall not be paid to any employee as cash or other taxable compensation.
3. The District shall establish a retirement program under any permissible IRS Code section (such as 401(a), 403(b), or 457) that defers taxation until retirement or other severance from employment and shall contribute an amount each year, which is at least equal to the aggregate value of unused Flex Dollars. Additional contributions may also be made by the District. Any contributions to the program shall be made as an employer contribution to an eligible retirement program. Account values under this plan shall be available to the employee only as permitted under, and in accordance with applicable federal and Internal Revenue Service regulations governing such program.
4. Flex dollars will not be considered for the purpose of computing overtime.
 - a. Effective January 1, 2002, the amount of "flex dollars" for those eligible employees whose benefit choices include employee only medical insurance will be:

An amount equal to the single premium of the HMO Choice 39 Medical Plan plus \$20.00 will be provided monthly for full time eligible employees.

An amount equal to the single premium of the HMO Choice 39 Medical Plan will be provided monthly for part time eligible employees.
 - b. The amount of "flex dollars" for those eligible employees whose benefit choices include employee plus dependent medical insurance will be:

An amount equal to the premium of the HMO Choice 39 Medical Plan plus \$200.00 will be provided monthly for full time eligible employees. An additional \$35.30 per month will be provided to those who choose full family HMO Choice 39 on a 4-tier plan.

An amount equal to the premium of the HMO Choice 39 Medical Plan plus \$170.00 will be provided monthly for part time eligible employees.
 - c. The amount of "flex dollars" for those eligible employees whose benefit choices do not include medical insurance, and sign a form indicating other medical coverage, the amount of "flex dollars" will be:

\$ 120.00 monthly for full time eligible employees.

\$ 90.00 monthly for part time eligible employees.
 - d. (i). Effective January 1, 2003, any premium increase for single coverage in the Selected HMO over the single premium for the Selected HMO for 2002, will be shared at a rate of 80% paid by the District and 20% paid by the employee. The parties agree to reopen coalition negotiations on the issue of how to split the cost of any single coverage premium increase to the Selected HMO that is in excess of 13% for any given year.

- (ii) In keeping with Article 6, Section B d (i) of this Agreement, the parties have agreed that effective January 1, 2004, the District will pay 80% of the increase in the first thirteen percent (13%) increase in the medical insurance premium for single coverage for full-time employees enrolled in the HMO Choice 39 Plan. The parties further agree to reopen coalition negotiations on the issue of how to split the cost of any increase in the medical insurance premium for single coverage for full-time employees enrolled in the HMO Choice 39 Plan that is in excess of thirteen percent (13%) for any given year except for calendar year 2004, which is provided for below.

Effective January 1, 2004 and throughout calendar year 2004 the District will pay the following towards the monthly medical insurance premium cost for full-time employees enrolled in the HMO Choice 39 Plan:

Employee only	\$ 330.86
Employee plus children	\$ 646.11
Employee plus spouse	\$ 662.56
Employee plus full family	\$ 743.47

Effective January 1, 2004 and throughout calendar year 2004 the District will pay the following towards the monthly medical insurance premium cost for full-time employees enrolled in the -EPO Choice Plan:

Employee only	\$ 282.00
Employee plus children	\$ 613.64
Employee plus spouse	\$ 627.53
Employee plus full family	\$ 665.26

Effective January 1, 2004 and throughout calendar year 2004 the District will pay the following towards the monthly medical insurance premium cost for full-time employees enrolled in the POS Plans:

Employee only	\$ 367.00
Employee plus children	\$ 646.11
Employee plus spouse	\$ 662.56
Employee plus full family	\$ 743.47

Effective January 1, 2004 and throughout calendar year 2004 the District will pay the following towards the monthly medical insurance premium cost for full-time employees enrolled in the or PPO Plans:

Employee only	\$ 350.86
Employee plus children	\$ 646.11
Employee plus spouse	\$ 662.56
Employee plus full family	\$ 743.47

5. a. All eligible employees will be able to use their flex dollar allotment towards the purchase of the insurance benefits of their choice from among a menu of pre-tax benefits, which include medical, dental, and vision plans for themselves and their eligible dependents. These dollars may also be used to fund the Flexible Spending Account. Any money not used to purchase additional coverages or not deposited into the Flexible Spending Account shall be placed into a tax-qualified pension plan for the benefit of the eligible employee, as allowed by applicable law, and as established by the District.
- b. Eligible employees could purchase other optional benefits through payroll deductions with post-tax dollars such as Disability Income Protection and Optional Term Life Insurance. Optional Term Life Insurance can also be purchased for eligible dependents.

- c. If an employee does not complete the required benefits enrollment process, including the completion of any and all enrollment forms within 30 days of employment or during enrollment periods, he/she will automatically be enrolled in a default benefits plan with employee only coverage.
- 6.
- a. The HMO Medical Plans will cover in-network physicians and hospitalization with deductibles, co-payments and/or co-insurance. Prescription coverage will require a deductible as well as various co-payments for generic-formulary, generic non-formulary and other.
 - b. The HMO Choice 39 plan is defined as an HMO with office visit co-pays of \$20 emergency room co-pay of \$100, urgent care co-pay of \$50, emergency ambulance, in-patient hospitalization, outpatient surgery, approved durable medical equipment and diagnostic testing with co-insurance of 10%, out-patient rehabilitation therapy co-pays of \$20 per visit, mental health and substance abuse out-patient co-pay of \$20 per individual session and \$15 per group session.

Additionally, prescription co-pays for up to a 30-day supply will be \$10 for generic on the formulary, \$30 for brand on the formulary and \$50 for prescriptions not on the formulary. Mail order will be available for 2.5 times the co-pays previously listed for up to a 90-day supply of maintenance prescriptions

A catastrophic HMO (referred to as EPO Choice) will be offered for 2004 and thereafter if available through insurance carriers as fully insured plans. This catastrophic EPO will have lower premiums than the HMO Choice 39, but will have higher co-pays and a deductible. For 2004, the co-pays are as follows:

office visit - specialist office visit co-pays of \$35, emergency room co-pay of \$200, urgent care co-pay of \$50, emergency ambulance, in-patient hospitalization, out-patient hospitalization, approved durable medical equipment and diagnostic testing will have 20% co-insurance after a plan deductible. Out-patient rehabilitation therapy will have co-pays of \$35 per visit, mental health and substance abuse out-patient co-pay of \$35 per individual session and \$25 per group session. Prescription co-pays for up to a 30-day supply will be \$10 for generic on the formulary, \$30 for brand on the formulary and \$50 for prescriptions not on the formulary. Mail order will be available for 2.5 times the co-pays previously listed for up to a 90-day supply of maintenance prescriptions.

The POS Medical Plans will provide coverage such as the HMO, but with higher co-payments, deductibles and co-insurance, as well as out of network coverage, which will be subject to deductibles and co-insurance.

7. Payroll deductions for benefits will be made as follows:

For employees on a 24-pay cycle, annual premiums will be spread equally over 24 pays.
For employees on a 20 or 21-pay cycle, annual premiums will be spread equally over 20 pays.

All premiums for health, dental and vision benefits paid by employees shall be paid via the Section 125 Premium Conversion Plan.

The Term Life policy will include equal amounts of Accidental Death and Dismemberment (AD&D) coverage and will provide an employee a conversion right to an individual whole life policy directly with the life insurance carrier without the need for a physical examination if the employee ends his or her employment with the District. No other continuation or portability plans will be offered.

Eligible employees will be able to purchase additional term life and AD&D insurance if they enroll within 30 days of their hire date at the same rates the Board pays in \$20,000 increments, up to \$100,000 or five (5) times their annual salary, whichever is less.

Employees who avail themselves of this option may also enroll their non-disabled spouse with one-half (½) the face value of the additional insurance the employee has opted to purchase. Such spousal coverage includes AD&D and may only be purchased in \$10,000 increments. If the employee's spouse is also an eligible employee, the employee is not eligible to purchase spouse optional life or AD&D and only one of the eligible employees may purchase term life for their dependent children.

Employees who purchase additional term life insurance may also purchase coverage without AD&D for their non-disabled dependent unmarried children, who are under age nineteen (19) or under age twenty-five (25) if the child is a student. Such dependent coverage will have two options:

- \$5,000 coverage on all dependent children over six (6) months of age.
- \$10,000 coverage on all dependent children over six (6) months of age.

All voluntary purchased coverages will be paid through payroll deduction and no medical questionnaire or physical exam need be taken if the eligible employee enrolls within the first thirty (30) days of employment and for less than \$100,000 coverage. Rates for optional employee coverages will not be more than the rates that the District pays for the basic coverages described above.

Term life insurance coverages in excess of \$100,000 and enrollment during annual enrollment periods will require satisfactory proof of insurability as determined by the insurance carrier.

8. The parties agree that one member of each PERC certified District employee group identified above may serve as a participating and voting member on the District RFP committee any time the District seeks proposals on medical, dental and/or vision insurance for its employees. The District shall be entitled to a maximum of six representatives.
9. Any changes or modifications made to the provisions under this Article shall be negotiated during regular coalition bargaining with all District PERC recognized associations/unions in accordance with duration clauses of the PERC recognized collective bargaining agreements. In the event the parties fail to reach agreement during negotiations of the Article, the impasse process outlined in Florida Statutes Chapter 447 will be utilized in order to resolve any dispute or impasse.
10. This Article supercedes all Articles regarding health, dental, vision and life insurance benefits and shall be included in each respective PERC recognized employee organization's Collective Bargaining Agreement in the District pending its separate approval and ratification by each respective employee organization and approval by the School Board.

Any changes or modification to this Article shall be mutually agreed to by all parties in writing.

SECTION C - INCENTIVE AWARDS

Secretarial-clerical employees shall be entitled to annual supplemental allowances in accordance with the following schedule. It is understood that these supplemental allowances will only continue so long as the employee continues to give superior services and continues to periodically take refresher courses earned during time of employment with the District:

Level I - Basic

A. High school diploma

- Three (3) consecutive years employment with the District
 - Six (6) semester hours or two (2) or more job related courses in Adult, Community, Technical or Vocational Education the total of which shall be no less than forty-eight (48) hours
 - Sixty (60) In-service Points
- Supplement: \$200.00

B. Three (3) consecutive years employment with the District

- One (1) year of college the equivalent of which is demonstrated by the completion of thirty (30) semester hours, or the completion of forty-five (45) quarter hours, and/or five (5) or more certificates from an Adult, Community, Technical or Vocational Educational Facility, the total of which shall be no less than one hundred twenty (120) hours of job-related subjects and/or an earned CPS designation
 - Seventy-five (75) In-service points
- Supplement: \$300.00

Level II - Standard

- Five (5) consecutive years employment with the District
 - Two (2) years of college - 60 semester hours or 90 quarter hours and/or 10 or more additional job-related certificates at an Adult, Community, Technical or Vocational Educational Facility, the total of which shall be no less than two hundred forty (240) hours of job- related subjects
 - One hundred twenty (120) In-service Points
- Supplement: \$400.00

Level III - Advanced

- Seven (7) consecutive years employment with the District
 - Three (3) or more years of college - 90 semester hours or more and/or 10 or more additional job-related certificates at an Adult, Community, Technical or Vocational Educational Facility the total of which shall be no less than two hundred forty (240) hours of job- related subjects
 - One hundred twenty (120) In-service Points
- Supplement: \$500.00

Level IV

- Ten (10) consecutive years employment with the District
 - Four (4) years of college (120 semester hours or more)
 - Two hundred (200) In-service Points
- Supplement: \$600.00

To maintain the supplement each year, fifteen (15) in-service points must be earned each year. Payment of Incentive Award shall be in one lump sum in November. The employee shall submit all necessary information to the Director of Employee Records and Information Services no later than June 30th when entering the program.

The Association shall determine the appropriate members each year who shall continue to be eligible to receive the supplement. The Association shall turn in the list of members eligible to receive the supplement to the Department of Employee Records and Information Services by July 30th.

The District shall pay \$800.00 per year to keep the records and to determine those members eligible to continue to receive

the incentive award.

SECTION D - IN-COUNTY TRAVEL

The Board agrees to reimburse employees of the bargaining unit for approved travel under Article 3, Section D 7 at the rate provided by Florida Law and State Board of Education rules.

SECTION E - EMPLOYEE ASSISTANCE PROGRAM (EAP)

1. The Board will provide an Employee Assistance Program (EAP) to provide the benefits, training, and services.

APPENDIX A

**FY 2003-2004
SALARY SCHEDULE**

Effective January 1, 2004

**FY 2003 - 2004
SALARY SCHEDULE**

Effective January 1, 2004

APPENDIX A

**FY 2003-2004
SALARY SCHEDULE**

Effective January 1, 2004

APPENDIX A

**FY 2003-2004
SALARY SCHEDULE**

Effective January 1, 2004

APPENDIX A

**FY 2003 – 2004
SALARY SCHEDULE**

Effective January 1, 2004

APPENDIX A

**FY 2003-2004
SALARY SCHEDULE**

Effective January 1, 2004

APPENDIX A

**FY 2003-2004
SALARY SCHEDULE**

Effective January 1, 2004

APPENDIX B - DUTY DAYS

MEMORANDUM OF UNDERSTANDING

The School District of Palm Beach County (hereinafter the District) and the Association of Educational Secretaries and Office Professionals (hereinafter the Association) hereby enter into the following agreement and understanding on behalf of bargaining unit employees:

A joint District and Association committee will be formed and will be comprised of four (4) members selected by the District and four (4) members selected by the Association.

1. The committee shall meet no later than thirty (30) calendar days after School Board approval of the 2000-2003 collective bargaining agreement.
2. The purpose of the committee will be to discuss the feasibility of developing a 245/247 duty day calendar that would include adjustments of steps and some paid holidays.
3. The committee shall submit the proposal to the Superintendent no later than May 15, 2001.
4. This Memorandum of Understanding is incorporated by reference into the 2000-2003 collective bargaining Agreement.

**The School District of
Palm Beach County, Florida**

**The Association of Educational
Secretaries and Office Professionals**
