

MASTER CONTRACT  
BETWEEN  
THE BAY DISTRICT SCHOOL BOARD  
AND  
THE BAY EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

2003-2006

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## **PREAMBLE**

This agreement, entered into this \_\_\_\_ of \_\_\_\_\_ by and between the School Board of Bay County, Florida, hereinafter called the "Board", and the Bay Educational Support Personnel Association, bargaining on behalf of all educational support personnel, hereinafter called the "Union".

## **WITNESSETH**

WHEREAS, The Board has agreed to negotiate in good faith with the Union as the exclusive representative of its educational support personnel with respect to salaries, hours, terms and conditions of employment and now, having reached agreement on all such matters desire to execute this contract covering such agreement, and

WHEREAS, The Board and Union, following complete and deliberate negotiations, have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1

### Recognition

- 1.1 The Board recognizes the Union as the sole exclusive bargaining agent for the bargaining unit of employees whether on the job or on approved leave or on the job pending official action of the Board, all as certified by the Public Employee Relations Commission on Case No. RC-85-048, Certification No. 702, VERIFICATION OF ELECTION RESULTS AND CERTIFICATION OF EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE, issued by the Florida Public Employees Relations Commission on the fourteenth day of March, 1986, to wit:

"INCLUSION; All full-time and regular part-time Educational Support employees including maintenance workers, custodians, maids, head custodians, food service managers and assistant managers, food service workers, bus drivers, bus paraprofessionals, paraprofessionals, secretaries and clerical employees."

"EXCLUSIONS: All instructional employees, all supervisory and administrative personnel, and all confidential employees.

- 1.2 All rights, privileges and benefits granted to the Association in this Agreement shall pertain exclusively to the Union so long as it remains the certified bargaining agent.

## ARTICLE 2

### Union Rights

- 2.1 The Union shall have the right to use school buildings and other work sites at reasonable hours for business meetings when approved by the facility's manager and/or Superintendent. The Board may charge for necessary custodial and utility services to the extent that other non-school groups are charged. All required forms for use of school and district facilities must be completed and proof of proper insurance must be presented.
- 2.2 The Union shall have the right to post notices of activities and matters of Union concern on a specifically assigned bulletin board in each work site and shall be responsible for policing the assigned bulletin board. The location of the bulletin board is to be designated by mutual agreement of the facility manager and Union representative.
- 2.3 A mailbox will be provided for each full-time Educational Support employee (excluding Administrative Building). The Union shall have the right to use employee mailboxes for communications to employees. The Union shall also have the right to use the school system courier services for ratification votes, sick leave pool communications and for other mutually agreed upon interests of both parties. The Union will be provided a mailbox at the school nearest its central office. All correspondence shall include a return address and sender's name.
- 2.4 The Union will be allowed use of the Public Address System before and/or after the student day for announcements. Announcements affecting bus drivers may be aired over bus radios. Such announcements will be made by the facility manager or his/her designee.
- 2.5 Employees required at the direction of the Superintendent or the Board, in writing, to attend Board Meetings during regular working hours shall be granted temporary duty leave with pay.

The Union will be placed on the agenda of each regular Board meeting. Written requests for official Board action must be presented to the Superintendent at least two (2) working days prior to the agenda meeting. The Union shall be placed on the agenda of any special Board meeting provided that the Union makes written request to the Superintendent within one (1) day after announcement of such meeting.

- 2.6 Any employee who is a member of the Union, or who has applied for membership,

may sign and cause to be delivered to the Board an assignment authorizing deduction of membership dues in the Union.

Pursuant to such authorization the Board shall deduct such sum as authorized in equal payments from the employee's regular salary check beginning no later than 20 days after the completed authorization form is received in the Payroll Department. Such authorization shall continue in effect as long as the Union remains the certified bargaining agent for employees in this unit. Any employee may revoke the above authorization by giving the Board and the Union written notice thirty (30) days prior to any payroll submission date. The revocation will be effective on the first payroll submission date after the conclusion of the thirty (30) day notice. The Board agrees to remit dues collected on behalf of the Union within a reasonable length of time after collection not to exceed two (2) weeks. The dues deduction form will be provided by the Board. The Union shall indemnify and hold harmless the Board from any and all claims, demands, suits and costs incurred in connection with such claim demand, or suit, resulting from any action taken or omitted by the Board for the purpose of complying with the provisions of this section. The Union shall publish to its general membership the amount of monthly dues prior to the first payroll date of any year. If a change in dues occurs, employees shall be notified. The fee for collection of such dues shall be \$1.00 per year.

- 2.7 Upon written authorization from the employee, the Board shall deduct from the wage of any employee and make appropriate remittances for any plan or program approved by the Board to include credit union, charitable donations, insurance, or annuities.
- 2.8 The Union president or his/her designee shall be allowed to visit work sites to investigate employee grievances (as specified in Article 4) and for official Union business provided the visit is scheduled with the facility manager. Such visits shall in no way disturb the school's instructional program or disturb the work schedule.
- 2.9 Following a facility manager's presentation of business at a meeting of Educational Support employees, the Union representative may meet with employees for the purpose of presenting brief reports and announcements.
- 2.10 The Board packet will be available for the Union immediately after publication. All inserts distributed after printing will be available to the representative at the Board meeting.
- 2.11 The Union president or his/her designee shall be granted, upon request, temporary duty leave to attend Board meetings. The Union shall reimburse the Board for substitutes when necessary. The reimbursement will include the cost of the substitute's

pay plus the employer's matching portion of the Federal Insurance Contribution Act (FICA). If a regular employee is used as a substitute, then the Union will reimburse the Board for retirement. This provision for reimbursement will apply for all substitutes provided by the Union.

The Union president or his/her designee/designees may be granted temporary duty leave to attend conferences or legislative activities that will benefit the school system, with prior approval by the Superintendent or his/her designee. The Union shall reimburse the Board for substitutes, when necessary.

- 2.12 The Union president shall appoint a representative(s) to serve on appropriate standing county level committees.
- 2.13 The Board will allow the Union a maximum of seventy-five (75) days release time for union activities. These days may be used for school visits, Board meetings, grievance hearings, implementation of the Union contract, bargaining, internal and external public relations conferences, legislative activities and FEA Representative Assembly. The Union will reimburse the Board for substitute's pay to include the number of days used up to the maximum of seventy-five (75) days when necessary.
- 2.14 A one year leave of absence, without pay, shall be granted to any employee upon application for the purpose of serving as a full-time, paid officer of the state or national affiliate of the Union. Said employee may apply for a year's extension of the original leave.



## **ARTICLE 3**

### **Negotiations Procedures**

- 3.1 In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the members of the bargaining unit voting, but the parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Union.
- 3.2 Following tentative agreement of the contract, the Board agrees to print rough draft copies for the Union to distribute to its bargaining unit members for the purpose of ratification. The cost of said printing shall be shared equally by the Board and the Union.
- 3.3 After this Agreement has been ratified by the Board and the Union, the Board shall place the Master Contract on the District website.
- 3.4 Negotiations sessions shall begin at a mutually agreed upon time. When it is necessary for a negotiating session to take place during normal working hours, no more than six (6) Union bargaining team members shall be granted temporary duty leave. Such leave shall include time to travel from job sites to the session.

## ARTICLE 4

### Grievance Procedure

- 4.1 Any claim by an employee, or a group of employees, that there has been misinterpretation or misapplication of any provision of this written agreement or School Board Policy that affects educational support personnel's wages, hours, or terms and conditions of employment which is inconsistent with the terms of this Agreement or School Board Policy shall be a grievance. If the grievance involves any of the rights granted to the Union, the grievance may be filed by the Union directly to Step II.
- 4.2 The grievant(s) shall be allowed to appoint a Union representative, at no cost to the Board, to be present for all meetings, hearings, appeals, or other proceedings relative to any grievance which has been formally presented and no employee may be required to discuss any grievance if the Union representative is not present. If an employee desires Union representation, the employee shall be responsible for requesting such representation. Additional representation will be by mutual agreement.
- 4.3 In the event that an employee believes there is a basis for a grievance he/she shall first discuss the alleged grievance with the facility manager (Within the Superintendent's Complex, a department constitutes a facility.), at which a representative may be present, within ten (10) working days of the alleged violation or within ten (10) working days following the time when the employee responsibly should have gained knowledge of its occurrence. Any adjustment reached in the informal discussion shall be consistent with the terms of this Agreement. If, after informal discussion with the facility manager, a grievance exists, the grievant(s) must initiate the following formal grievance procedure within five (5) working days from the date of the informal conference specified above. When requested by the employee, a Union representative may be present. The aggrieved may withdraw a grievance at any step in the adopted procedure.

Appeals to Step I and Step II must be filed within five (5) working days following the disposition of the grievance or the expiration of the disposition timelines.

#### Step I

A formal written grievance must be filed in quadruplicate on the specified grievance form and submitted to the facility manager. In the event the remedy sought is not within the jurisdiction of the facility manager, the grievant may file the Step I grievance at the lowest level at which the relief may be granted. Such form will be

available from the Union representative. The facility manager will schedule and conduct a Step I hearing within five (5) work days of the receipt of the formal grievance. The facility manager will then have five (5) working days after the Step I hearing to indicate the disposition of the grievance in writing on said form with distribution as indicated on the form.

## Step II

If the grievant(s) is/are not satisfied with the disposition of the grievance made by the facility manager, or the Step I timeline expires without a hearing as established above, the grievance may be submitted to the Superintendent. Within five (5) working days of receipt of the grievance the Superintendent, or his/her designee, shall meet with the grievant(s) and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting to the grievant(s).

## Step III

If the grievant(s) is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) working days after the Step II hearing, the grievance may be submitted to mediation through the Federal Mediation and Conciliation Service. The grievant must submit a written request for mediation to the Federal Mediation and Conciliation Service within ten (10) days of the Step II hearing if a disposition is received within the time limits or twenty (20) days if no disposition has been received. A copy of the request for mediation must be provided to the Superintendent or his/her designee to verify that the time limits have been met. With the agreement of both parties this step may be waived and the grievance may proceed directly to Step IV

## Step IV

If the grievant(s) is/are not satisfied with the disposition of the grievance at Step III or the Step III timelines expire without a hearing or written decision, the grievant(s) may, within twenty (20) days, submit the grievance to final and binding arbitration. Arbitration will proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association, the rules of which shall govern the proceedings. The arbitrator shall not have the power to alter the terms of this agreement.

The arbitrator shall be selected from a mutually agreed upon permanent panel. The panel shall consist of five (5) arbitrators. Arbitrators shall be selected for individual cases on a rotating basis. Any changes in the permanent panel system must be mutually agreed upon, in writing, by the parties.

Should any of the permanent panel members withdraw from the rotating list, the parties shall attempt to mutually agree upon a replacement. Should the parties fail to reach agreement on a replacement and/or a modification of the permanent panel, then arbitrators shall be selected under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- 4.4 The time limits provided in this article shall be strictly observed but may be extended by written agreement of the Superintendent or his/her designee and the aggrieved. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the aggrieved or other party to the proceedings prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the person can be present.

Every effort will be made to schedule hearings other than during work hours. However, when such grievance meetings and conferences are held during work hours, each employee whose presence is required shall be excused, with pay, for that purpose.

- 4.5 No reprisals of any kind will be taken by the Administration or Board or Union against any employee because of his/her participation in this grievance procedure. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.
- 4.6 The commencing of legal proceedings against the Board in a court of law or equity, or before the Public Employees Relations Commission or any other administrative agency, by an employee, employees, or the Union, for an alleged violation or violations of the express terms of this agreement shall be deemed a waiver by said employee, employees, or the Union, of its/their right to resort to the grievance and arbitration procedure contained in this agreement for resolution of the alleged violation or violations of the express terms of this agreement.
- 4.7 The Union representative will be provided access to any and all public documents as outlined in Florida Statutes 119 and 1012.31. The cost of such documents shall not exceed standards outlined in the above cited statutes.
- 4.8 The Union will be notified in advance of all hearings conducted relative to grievances involving bargaining unit members. The Union may be present for any grievance hearings.

4.9 The grievance procedure shall not obligate the Union to represent non-members.

## ARTICLE 5

### Working Conditions

#### 5.1 A. Full-time Educational Support Personnel

Full-time educational support personnel are defined as those employees who are employed by agreement or contract and work six (6) or more hours each day or more than thirty (30) hours per week. Those employees who were receiving benefits while working more than four (4) hours but less than six (6) hours per day on or before May 1, 1996, and who have maintained continuous employment since that date shall be classified as full-time employees. It shall be the goal of the District to provide these employees with at least six (6) hours per day. Once any of these employees attains six (6) hours per day, they shall not be reduced to less than six (6) hours except as allowed under Article 11.1.

#### B. Part-time Educational Support Personnel

Part-time educational support personnel are defined as those who are employed by contract or agreement and work less than six (6) hours each day or less than thirty (30) hours per week, except as outlined in Article 5.1 A. Part-time educational support personnel are entitled to Florida retirement and FICA benefits as prescribed by their rules, but are not entitled to leave provisions as adopted herein.

Educational support personnel employed part-time at different cost centers will not have their hours combined in order to create a full-time employee status. Employees working in two cost centers who are considered full-time as of (effective date of contract) will retain their full-time status.

#### 5.2 A. During each four (4) hour period of work each employee shall be entitled to a fifteen (15) minute break. Employees working five (5) or more hours shall be provided an unpaid, duty free meal period of thirty (30) minutes.

#### B. After completion of a field trip if a bus driver's job responsibilities have prohibited him/her from taking their 30 minute duty-free meal he/she will be paid for their meal-time at their regular hourly rate. The field trip sponsor will verify the fact that the driver's duties kept them from taking their duty-free meal.

- 5.3 A. It shall be the responsibility of the employee to report, in writing, potentially unsafe or hazardous conditions to the immediate supervisor who shall have the condition investigated. If an unsafe or hazardous condition exists, the supervisor will take steps to correct the condition. The supervisor shall notify the employee, in writing, within ten (10) working days of action(s) being taken to correct the conditions. If however, the immediate supervisor feels an unsafe or hazardous condition does not exist, said supervisor shall notify the employee, in writing, of the reasons. Such notification shall take place within ten (10) working days of the complaint being filed.
- B. The parties mutually agree to establish a joint labor-management Workplace Safety Committee which will meet at least every two months. The committee will be composed of three members each from the Union and the Board.
- 5.4 The Board shall provide such safety clothing and equipment as needed.
- 5.5 In case of emergency employees may leave their work location, provided they receive prior approval of the facility manager or his/her designee.
- 5.6 Time lost by an employee for appearances before a School Board, judicial board, or legal authority in connection with any incident in this article shall result in no loss of wages or reductions in accumulated leave.
- 5.7 No formal action (anything affecting future employment status) against an employee shall be taken on a basis of a complaint by a parent or student or other individual, nor any notice thereof, shall be included in the employee's personnel file unless the matter is first reported to the employee in writing. Such material can only be placed in the file through authorization of the facility manager and the Superintendent. No anonymous complaints shall be placed in an employee's personnel file.
- The personnel file shall be defined as a composite of the work site file and the county office file. There shall be no other personnel files.
- 5.8 If an employee is complained against or sued as a result of any action consistent with School Board policies taken by the employee while performing normally assigned duties, the Board will provide legal counsel.
- 5.9 Employees whose job descriptions call for student supervision may refer disruptive students to the appropriate certificated person.
- 5.10 Any case of assault and/or battery upon an employee shall be promptly reported, in writing, to the facility manager or his/her designated representative.

- 5.11 Hair length of the employee is a matter of personal preference and shall not be abridged except in instances where such hair length is a safety or sanitary hazard.
- 5.12 The employee has the right to request Union representation when he/she is informed that a meeting with his/her facility manager may result in formal disciplinary action. Such action shall include formal reprimands, warnings, suspensions, or discharge. It is the responsibility of the employee to request representation. This section is not intended to prevent the administration from conducting appropriate investigations prior to taking disciplinary action.
- 5.13 The Board may require educational support personnel to wear identification badges. If required, the Board will furnish the badges. In addition, the Board may require employees who work on more than one work site to wear furnished articles of clothing for identification and security reasons.
- 5.14 A. The parties agree that, for the building trades and mechanics, tools are properly furnished by both employee and employer. In order to reach a fair determination for each, a joint committee shall be established under the following provisions:
1. The committee shall have three (3) voting management representatives and three (3) voting Union representatives from those building trades and mechanics that are affected.
  2. The seventh (7<sup>th</sup>) member chairman shall be a non-voting management representative.
  3. Each party shall appoint its own representatives.
  4. The committee shall issue a report and/or recommendations regarding tools. The parties shall review the report, negotiate any changes necessary and then sign a Memorandum of Agreement to be added to the existing collective bargaining Agreement.
- B. Custodial employees shall be furnished with supplies, equipment and tools as described in the custodial handbook. A copy of the handbook will be provided to each custodian.
- C. The Superintendent and his/her staff shall provide the necessary in-service education and training activities to keep educational support employees knowledgeable and effective in their jobs. Educational support personnel will be notified prior to each school year the dates of in-service, and will be required to attend unless personal leave is applied for and approved by his/her supervisor.



5.15 No employee shall be publicly reprimanded. All reprimands will be conducted in an enclosed office/room. The employee may request a representative be present during reprimands.

5.16 School bus drivers and school bus paraprofessional who transport medical fragile students will be given proper training by the end of October of each year for that purpose.

5.17 Employees will not be allowed to use tobacco in any form on real or personal property owned or under the control of the Bay District School Board.

Employees may leave school property during duty-free lunch and scheduled breaks to use tobacco products.

5.18 Educational Support Personnel shall not be required to administer medication or perform any invasive medical procedures in accordance with Florida Statutes 232.46 and 232.465.

When Educational Support Personnel occupy positions that require the performance of such procedures or voluntarily accept employment for or transfer to positions that have such requirements, they will receive proper training as specified in Florida Statutes. Costs of such training will be funded by the School Board.

## ARTICLE 6

### General Employment Practices

- 6.1 It is the policy of the School Board of Bay County to employ and retain as employees those best qualified to fulfill the needs of the public without regard to race, color, religion, national origin, sex and/or age.
- 6.2 All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. The Board may require a subsequent examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician will be selected by the Board and cost of that specific examination will be paid for by the Board.
- 6.3 The personal life of an employee is not an appropriate concern of the Board except as it may directly affect the employee's performance of properly assigned functions.
- 6.4 Substitutes will not be used to fill vacancies for more than twelve (12) weeks. If at that time a vacancy exists, it will be filled according to Article 8.
- 6.5 Summer school employment for 10 month employees (not including bus drivers) will be as follows:
  - A. Available positions shall be posted at each work site two weeks prior to the end of the school year.
  - B. Applicants from within the school system shall be afforded the first opportunity to apply for any available positions.
  - C. Seniority among current employees shall be the determining criteria for the filling of the available position.
- 6.6 The Board may offer extended employment contracts for a 12 month period (i.e., Department of Juvenile Justice, Boot Camp) if the position is advertised as such before being filled.

## ARTICLE 7

### Transfers and Reassignments of Full-Time Employees

- 7.1 A. Reassignments defined - A reassignment is movement of an employee from one position to another at the same work site.
- B. Transfers defined - A transfer is movement of an employee from one work site to another.
- C. Seniority defined - Seniority is defined as the total number of years the employee has been continuously employed by the Bay County School Board.
- D. Qualifications: No employee shall be required to re-qualify for a position when seeking a transfer or reassignment to a position of equal qualifications.
- 7.2 Voluntary reassignment will be accomplished in the following manner:
- A. Employees desiring reassignment may submit a written request to the facility manager during the five (5) or four (4) days the vacancy is posted as specified in Article 8 of this agreement.
- B. All employees submitting the written request for reassignment within the work site where a vacancy exists will be interviewed first.
- C. The work site manager will take the voluntary reassignment request for the position(s) available, and make a final determination among the candidates based on the following:
1. Qualifications,
  2. Length of service in the district,
  3. Preferences of those requesting voluntary reassignment and,
  4. An interview.
- D. Employees who are reassigned shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.
- 7.3 Voluntary transfers will be accomplished in the following manner:
- A. Employees desiring voluntary transfer will submit a copy of a transfer form to

the employee's immediate supervisor, and the district personnel office, during the five (5) or four (4) days the vacancy is posted as specified in Article 8 of this agreement.

- B. All employees submitting transfer forms shall be interviewed following those employees who submitted reassignment forms.
- C. The work site manager will take the voluntary transfer list and the list of positions available, making final determination based on the following:
  - 1. Qualifications,
  - 2. Length of service in the district,
  - 3. Preferences of the voluntary transfers and,
  - 4. An interview.
- D. Employees who are voluntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.
- E. Paraprofessionals who are employed in a Title I program and fall under the guidelines of ESEA will be given priority to interview for vacancies to other work sites rather than meet additional requirements placed on Title I employees.

7.4 When involuntary transfer(s) in a school or department is necessary, the following procedure shall be followed:

- A. The Superintendent shall determine the areas of reduction in specific departments.
- B. Volunteers shall first be considered. Volunteers shall be transferred provided there is a school or program that is entitled to an employee with the volunteer's qualifications and the volunteer is approved by the receiving facility manager.
- C. When there are not enough volunteers, involuntary transfers may be made. An involuntary transfer list shall be made based on length of service in the district with the lowest in length of service being transferred first.
- D. A list of positions with necessary qualifications to fill each position will be made from all school or departments needing additional employees. Said list will be made available to all who are being transferred involuntarily.

- E. Involuntary transfers will indicate their preference of the available positions.
- F. The Superintendent will take the involuntary transfer list and the list of positions available, making assignments based on the following:
  - 1. Qualifications,
  - 2. Length of service in the district,
  - 3. Preferences of the involuntary transfers and,
  - 4. An interview.
- G. In the event that no position exists for which the involuntary transfer is qualified, the employee will be placed in layoff according to Article 11.
- H. Employees who are involuntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.

7.5 A volunteer is qualified if:

- A. he/she is currently employed in a position with the same job classification; or
- B. he/she has met the same requirements as specified on the job description.

7.6 A hiring freeze shall be in effect within that category while the involuntary transfer process is in progress.

## ARTICLE 8

### Vacancies And Promotions

- 8.1 A. Promotion and Upgrades defined: A promotion is movement to a higher pay grade at any work site in job classification or the same job classification with additional hours. Upgrades are promotions within a work site and do not result in an increase in the number of positions at a cost center. Upgrades do not require advertisement outside the cost center. All employees within the cost center meeting the requirements contained in the new position's job description will have an opportunity to apply. Upgrades shall be filled according to qualifications and experience.
- B. Seniority defined: Seniority is defined as the total number of years the employee has been continuously employed by the Bay County School board.
- C. Vacancy defined: When a position has been created or a current position has been vacated, which is intended to be filled, a vacancy exists.
- 8.2 A. When a vacancy exists, the position shall be posted at the School Board Office for five (5) days. If the district is on a four (4) day week during the summer, the position will be advertised for four (4) working days. A copy shall be sent to the Union and to each work site for immediate posting.
- B. Preference will be given to internal applicants for vacancies. Outside applicants shall not be considered until the five (5) most qualified internal applicants, as determined by the facility manager, have been interviewed. When the final decision involves bargaining unit members, the position shall be filled based on qualifications.
- 8.3 If positions are not properly advertised within the provisions of this Article, the Union may file a grievance at Step II of the grievance provision.

## ARTICLE 9

### Employee Evaluation/Personnel Records

- 9.1 The purpose of employee evaluation is: a) to help the employee to carry out his/her stated job responsibilities by fairly and accurately assessing the employee's performance, and b) to support decisions concerning employee discipline, promotion and improvement.
- A. Evaluation shall be the responsibility of the facility manager or his/her designee who shall not be a member of the bargaining unit.
  - B. Each employee shall be informed of the procedures under this article, and given a copy of the evaluative document by October 1 of each year or upon employment, if after October 1.
  - C. Each employee shall receive a written evaluation from his/her immediate supervisor at least annually.
  - D. Such written evaluation shall note the employee's strengths, weaknesses and specific areas needing improvement.
  - E. Before marking an employee "improving" or "inadequate" on the annual evaluation, the employee shall be informed in writing of the following:
    - 1. what assistance the administration will provide in making the required improvements
    - 2. the specific time frame within which the improvements must be made
    - 3. specific consequences the employee will face if the improvements are not made within the required time frame.
  - F. Employees shall acknowledge receipt of their written evaluation by signing at the bottom. Such signature does not necessarily indicate agreement with the content of the evaluation, but merely indicates receipt. No employee shall be required to sign an incomplete or blank evaluation.
  - G. If the employee does not agree with any portion of the evaluation report given to him/her, he/she shall have the right to a conference with the evaluator and to attach a written response to the evaluation report within fifteen (15) work days of receipt.
  - H. The employee may file a grievance for procedural reasons.

## 9.2 Personnel Records

- A. Personnel records are the property of the Board. Any employee shall have the right to review his/her file and have copies made of any documents contained in the file at a cost to be determined by the Superintendent not to exceed that authorized by law.
- B. Neither the Board nor any of its representatives shall establish any separate personnel file which is not available for inspection.
- C. An employee shall be permitted to see his/her county office personnel file, except for confidential letters of recommendation, upon reasonable request, and may duplicate any information in the file at his/her own cost. Any complimentary/derogatory material must be provided to the employee before the material may be placed into that employee's file.

Any material originating with the School District which is complimentary/derogatory to any employee's conduct, service, character of personality, relating to performance, shall be placed into the employee's file according to one of the following procedures:

- 1. By personal delivery - If the material is provided by personal delivery to the employee, the employee shall sign a copy of the document to acknowledge that he/she has received such material. The employee's signature does not indicate agreement with the content of the material.
  - 2. By witness - If an employee refuses to sign the material, the supervisor may get a third party to witness that the employee has been provided the material. The witness must sign and date the material before it is placed into the personnel file.
- D. An employee has the right to answer in writing any such materials placed in his/her personnel file.



## ARTICLE 10

### Fair Discipline and Dismissal

- 10.1 After a probationary period as defined below, the Board and/or its representatives shall have just cause for discipline, including but not limited to, reprimand, suspension or demotion.
- 10.2 The probationary period for ten (10) month employees shall be ninety (90) working days and for twelve (12) month employees shall be one hundred and twenty (120) working days beginning the first day the employee reports for work.
- 10.3 Educational Support personnel not employed in continuous employment will be employed on an annual basis by the School Board. At the expiration of this annual employment there will be no guarantee of a position for the coming year. If the position will be available for the next year, the employee may be considered for another year. If his/her services are non-renewed, he/she shall be notified, in writing, of his/her employment status by June 1 for 12 months employees and by May 1 for all other employees.
- 10.4 Employees who after serving three (3) consecutive years on an annual basis as full-time Education Support Personnel and who are recommended by the Superintendent and approved by the School Board shall be employed on a continuous basis. Educational Support Personnel who are employed one (1) day over half the contract year will receive credit for one (1) year.

Employees who are initially employed on a grant will not be placed on continuous employment unless they transfer to a non-grant position. Such conditions must be contained in the advertisement for grant funded position. When the grant's funding ends a continuous contract employee will revert to the job classification held when the continuing contract status was obtained.

- 10.5 The following procedure shall be used for suspension with the intent to dismiss and dismissal rather than the grievance procedure outlined in the contract:
  1. Any member of the Educational Support staff may be dismissed by the School Board during his/her term of appointment, when a recommendation for dismissal is made by the Superintendent, giving good and sufficient reasons therefor. Good and sufficient reasons shall include but not be limited to:
    - a. Insubordination

- b. Neglect of duty
  - c. Absence without leave
  - d. Unsatisfactory work performance
  - e. Misuse of School Board property or equipment
  - f. Violation of School Board Rules
2. Prior to making a recommendation for dismissal, the Superintendent shall investigate the charges or reasons for the proposed action and conduct an informal hearing at which time the employee, and/or his/her representative, shall have an opportunity to refute the charges or provide additional information or evidence. The Superintendent shall give the employee not less than forty-eight (48) hours notice of the informal hearing.
  3. The Superintendent and/or his/her representative is authorized to suspend, with intent to dismiss, an employee with pay until the next regular or special meeting of the Board. The School Board shall be notified immediately of such suspension.
  4. The School Board, prior to taking final action on the Superintendent's recommendation, shall conduct an evidentiary hearing as outlined in Chapter 120, Florida Statutes.
  5. No member of the Educational Support staff may be dismissed except by action of the School Board.

## **ARTICLE 11**

### **Reduction in Force/ Hours**

- 11.1 When the School Board through specific action declares a reduction in the number of full-time employees in the district the following procedure shall be followed:
- A. A decision will be made by the Superintendent as to the number of employees to be placed in layoff by job title.
  - B. In each job title the employee with the least amount of continuous service in the district will be placed in layoff first.
  - C. No new employee will be employed in a job title where an employee is still in layoff.
  - D. The most senior laid-off employee will be recalled first within each job title.
  - E. Employees in layoff (up to twelve (12) months) shall maintain their status as an employee on unpaid leave for the purposes of self-pay insurance and seniority accrual.
- 11.2 When the principal/site manager determines the need to reduce the hours of any continuous contract employee at a given site, the following procedure shall be followed:
- A. No continuous contract employee will be reduced in number of hours until an effort has been made to accommodate the need for reduced hours by reducing the number of hours allocated to annual employees within the affected job classification.
  - B. Should the need for reduction in hours of continuous contract employees remain, the following procedure shall apply:
    - 1. In each job title, reduction of hours shall be accomplished by seniority within the district with the least senior receiving the cut. Likewise, when hours are restored, the restoration is by seniority with the most senior being the first to receive a restoration of hours.
    - 2. No new annual contract employee will be hired in a given job title until

continuous contract employees working under reduced hours in that classification have had their hours restored.

3. No annual contract employee shall be given additional hours in a given job classification until continuous contract employees working under reduced hours in that classification have had their hours restored.

## ARTICLE 12

### Temporary Duty, Leaves of Absence, and Holidays

- 12.1 Annual leave shall be applied for at least five (5) working days in advance of the date leave is to commence.
- 12.2 Leaves may be taken in increments of one hour.
- 12.3 Employees may be assigned by the district to be temporarily absent from their regular duties and places of employment with pay and substitutes, if necessary. Such assignments may be initiated by the employee through the facility manager. Employees may be granted expenses as prescribed by School Board Policies.
- 12.4 Paid Leaves:

A. Sick Leave

Sick leave is defined as personal illness or disability of the employee or illness or death of a member of the immediate family. "Immediate family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, other close relative, or any relative or dependent who resides within the employee's household.

Each employee employed on a full-time basis shall be entitled to four (4) days of sick leave as of the last day of the first month of employment of each contract year and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the member at the end of the month and which shall not be used prior to the time it is earned and credited to the member; provided, that the member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment; provided, that such leave shall be taken only when necessary because of sickness as herein described. Such sick leave shall be cumulative from year to year, and provided further, there shall be no limit on the number of days of sick leave an employee may accrue.

B. Outside Accumulation

Unused accumulated sick leave acquired by an employee in another Florida school district shall be accepted in Bay County according to the terms of this paragraph as follows: For each day of sick leave earned by said transferring

employee in this school district, said employee shall be entitled to another day of credit from the verified accumulated sick leave in another Florida school district.

C. Personal Leave

Each employee shall be entitled to six (6) days leave for personal reasons each school year. Such leave shall be charged to the employee's accrued sick leave and shall not be cumulative. Personal leave may not be taken on the work days preceding or following a holiday except with the approval of the facility manager. Employees will not be required to give reasons for personal leave.

D. Illness-In-Line-Of-Duty

Any employee shall be entitled to illness-in-the-line-of-duty with full pay when the employee has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at their work site. Such leave shall not exceed ten (10) work days during any school year and must be applied for within five (5) work days of returning to work. Use of such leave shall result in no reduction of the employee's accumulated sick leave. If an employee is absent more than ten (10) days the following options shall be available:

1. Continue the Workers' Compensation benefits.
2. Substitute sick/annual leave in place of Workers' Compensation benefits.

E. Verification of Leave

The necessary forms for verification of the reasons for absence will be available in each facility office. The immediate supervisor shall have the forms available for the employee's completion and/or signature on the day the employee returns to work. Employees must complete the forms the first day they return to work.

F. Jury Duty

Any employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be entitled to full salary for such time. (This does not apply to plaintiffs.)

G. Annual Leave

All personnel on a 12 month basis shall be entitled to annual leave cumulative to no more than 480 hours at the end of any fiscal year. In instances when the employee cannot use the accumulated leave due to the action of the Board, the hours accumulated shall be unlimited.

The annual leave allowance shall be:

- 8 hours monthly.....0-4 year employees
- 10 hours monthly.....5-9 year employees
- 12 hours monthly.....10-14 year employees
- 14 hours monthly.....15 years and up employees

Credit for annual leave shall be posted as of the last day of each month. Annual leave shall be scheduled so there will be minimum disruption of the school system. Annual leave shall not be earned while an employee is on Workers' Compensation.

Upon termination, employees shall be paid for unused annual leave accumulated prior to June 30, 1994 up to 408 hours. Such payment shall be made at the rate of pay by which the person was paid on June 30, 1994.

In the event of death of the employee, payment of the unused annual leave accumulated at the time of death shall be made to the person's beneficiary, estate, or as provided by law.

The employer will provide at least fourteen (14) days notice of the cancellation of annual leave.

An employee who earns annual leave and changes his/her job classification to a position that does not earn annual leave, must use the leave before the beginning date of the new position. In instances when that is not possible, such accumulation shall be carried by the Board until the employee returns to a job classification which earns annual leave or terminates employment with the district at which time the accumulated leave shall be treated as though the employee had continued to hold a position which earned annual leave.

Years of service for the purpose of computing annual leave shall be interpreted to mean the years service as an employee of the Bay County School Board in a full-time (52 weeks annually) position. Years service in positions of employment with the Bay County School Board of less than 52 weeks

annually do not qualify for annual leave and that service will not be considered when an employee transfers to a 52-week position.

#### H. Military Leave

All officers or employees of the School Board who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard, shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they shall be engaged in field or coast defense exercise or other training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active duty; provided that leaves of absence granted as a matter of legal right under the provisions of this section shall not exceed 17 days in any one annual period; provided, further, that leaves of absence for additional or longer periods of time without pay for assignment to duty with civilian conservation corps units or other functions of a military character may be granted shall have the force and effect of other leaves of absence authorized by this section.

Copies of all official orders are required to be provided the personnel department.

- I. In the event a school/work location closes during a school holiday period twelve month employees may elect to use paid annual or unpaid leave days. In the event the facility manager closes the facility and the employee does not wish to take annual leave or unpaid leave the employer will find the employee a job within the district.

#### 12.5 Unpaid Leaves:

##### A. Maternal/Paternal Leave

A maternity/paternity leave of absence without pay shall be granted to an employee for the purpose of child bearing and/or child rearing as follows:

- 1. An employee has up until the birth of his/her child to apply for paternity/maternity leave. The employee has the following leave options for maternity/paternity leave:
  - a. Thirty (30) working days



- b. Sixty (60) working days
- c. An academic semester
- d. Two academic semesters

An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided, upon the request of her immediate supervisor, her physician certifies that she is able to properly perform her required assignment.

- 2. Upon request, an employee adopting a child may request leave at the time of receiving de facto custody of said child, or prior to receiving such custody, if necessary in order to fulfill the requirements for adoption. This leave shall not be more than one (1) year.

B. Child Care Leave

Unpaid leave of one (1) school year or the balance of a school year shall be granted for child care, provided that such leave is substantiated by a physician's recommendation. Other types of child care leave may be approved by the Superintendent. While on child care leave, no individual shall take additional employment outside the school system.

C. Personal Leave

Employees may be granted personal leave without pay up to one (1) year with the approval of the Superintendent.

12.6 Return From Leave

An employee granted unpaid leave pursuant to this article shall have the following reemployment rights:

- A. Leave granted pursuant to this article shall not extend beyond the end of the school year in which said leave is granted.
- B. The employee must notify the Personnel Department not later than March 1, in writing, of his/her intent to return the next school year.

Failure to notify the Personnel Department by March 1 shall result in loss of any and all employment rights the employee may have had. The Board shall supply a list of employees on approved leave to the Union on or before February 15. Any unpaid leave applied for after March 1 must include a letter of intent as to whether the employee will return, or not return, to work.

- C. The employee shall be returned to his/her former position if a vacancy exists or to a substantially equivalent position.

## 12.7 Family Medical Leave

- A. Eligibility:

All full-time employees covered by this agreement who have worked for the Board at least twelve (12) months preceding the start of leave may be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period when leave is taken for one or more of the following circumstances:

1. The birth of a son or daughter of a employee and to care for the child.
2. The placement of a son or daughter with a employee for adoption or foster care.
3. To care for the spouse, son, daughter or parent of a employee, if the family member has a serious health condition.
4. The employee is unable to perform the functions of the position because of the educational support personnel's own serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care at a hospital, hospice or residential medical care facility; or (2) continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, the employee's entitlement to leave expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

Leave Year: An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any twelve (12) month period to be measured forward from the first date of leave.

Where both spouses work for the Board, their total, combined leave in any twelve (12) month period is limited to twelve (12) weeks if leave is taken for the birth or adoption of a child.

#### B. Intermittent or Reduced Schedule Leave

Intermittent Leave for Planned Medical Treatment: This leave may be taken when the employee or the spouse, child or parent of the employee has a serious medical condition and it is foreseeable that the employee will need short periods of time off. Intermittent leave may be taken in increments of one or more days or partial days, separated by increments of one or more days or partial days at work.

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either a employee's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or replacement of a son or daughter.

Employees seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates and which treatment is expected and the duration of the treatment. Employees are expected to make a reasonable effort, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the Board's operations. Employees are also required to give the Board through the Personnel Department, thirty (30) days notice or as much notice as is practicable of their intentions.

In the event a employee requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the employee may be transferred by the Board to a temporary alternative job for which the employee is qualified and which better accommodates the Board's needs and that of the employee.

#### C. Notice

A minimum of thirty (30) days advance notice of a employee's intent to take

leave is required when it is foreseeable because of:

1. The expected birth of a baby.
2. The expected placement of a child for adoption or foster care.
3. Planned medical treatment for a son, daughter, spouse or parent with a serious health condition.
4. Planned medical treatment in case of the employee's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above referenced circumstances, the employee still must provide the Board, through its Personnel Office, with advance notice as is practicable.

#### D. Certification

When leave is requested based on a family member's or employee's own serious health condition, the employee must provide, in writing, a medical certification of the condition and the need for leave from the employee's health care provider within ten (10) days of the written request for leave. The certification must contain:

1. The date the serious health condition began.
2. The probable duration of the condition.
3. The appropriate medical facts regarding the condition which are within the knowledge of the health care provider.
4. Where leave is based on care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that the need will continue.
5. Where leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job.
6. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that the treatment is expected to be given and the duration of the treatment.

The certification will be treated as a confidential medical record.

#### E. Recertification

A employee who has taken leave because of a serious health condition or that

of a family member is required by the Board to obtain subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition. The Board also requires employee, or his/her representative, on leave under this provision to report periodically, in writing, at least every month on his/her status and the intention of the employee to return to work.

F. Restored Employment

Eligible employee who comply with all of the family and medical leave provisions and who return from family and medical leave have the right to return to the job position that they held when they went on leave, or they may be placed, in the discretion of the Board, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. (While on leave, eligible employee will retain all accrued benefits.) Restored employee returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored employees are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken leave.

As a condition to restoring a employee whose leave was based on the employee's own serious health condition, each returning employee is required to provide, in writing, to the Personnel Department a certification from the employee's health provider stating that the employee is able to resume work.

G. Maintenance of Benefits

The Board will maintain group health plan coverage for employees on family and medical leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.

In the event an employee fails to return to work after the period of leave expires, the Board may recover any such premiums the Board paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the Board to the employee.

In the event, however, that the employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition of a family member or the employee's own serious health condition that would otherwise

entitle the employee to take leave, or due to other circumstances beyond the control of the employee, the Board will not attempt to recover such premium. In this circumstance, the employee is required to provide in writing to the Personnel Department, a certification from the employee's health care provider to that effect.

12.8 Any employee who is on unpaid leave pursuant to this article and who desires continuing insurance policies provided by the Board shall be eligible for participating in the program and shall pay the premium for same.

12.9 Holidays

- A. All educational support personnel employed at least 24 weeks, but less than 52 weeks, are entitled to six (6) paid holidays each year.
- B. All full-time personnel employed for 52 weeks are entitled to ten (10) paid holidays each year.
- C. Employees, while on Workers' Compensation, will not earn holidays.

## ARTICLE 13

### District Sick Leave Pool

All full-time educational support personnel shall be eligible for voluntary participation in the sick leave pool after one (1) year employment in Bay County.

The sick leave pool shall be used only for the educational support personnel's personal debilitating illness, accident, or injury, excluding Workers' Compensation, that keeps an employee temporarily off the job. Sick leave pool days are not intended to be used in place of disability retirement. Educational support personnel employees shall have accrued a minimum of eight (8) sick leave days left over from previous year or years before joining the sick leave pool. Each participating employee shall contribute one (1) day of sick leave in the first month of eligibility. Sick leave pool members are not eligible for benefits for a pre-existing condition until two (2) year following the effective date of enrollment.

1. Educational support personnel shall be eligible to join the sick leave pool on or before October 1 of each school year. All applications for membership, withdrawal, or cancellation will be submitted in duplicate.
2. Twenty-five percent (25%) of the total educational support personnel employees must join to place the sick leave pool in effect.
3. Each participating employee shall contribute one (1) day of sick leave each time the pool balance falls below twenty-five percent (25%) of the number of members in that category. In the event a member does not have a day of annual sick leave to contribute to the pool, one (1) day will be taken or contributed as soon as that day becomes available.
4. A participating employee who chooses to withdraw from participation in the sick leave pool shall not be eligible to withdraw any sick leave days already contributed and withdrawal from the pool will not be effective until one (1) pay period after the employee submits written notice to the Personnel Department of his/her intent of withdrawal.

After a participating employee's accumulated sick leave and personal leave have been exhausted, he/she will be eligible to draw from the pool only after the member has been absent for five (5) continuous working days without pay for each injury, illness, accident, or complications thereof. Application for sick leave days must be made within ten (10) working days of when the leave is needed. Sick leave days from the pool would become effective on the sixth

(6th) day of absence.

- a. Participating employees shall be eligible to draw four (4) ten (10) day increments from the sick leave pool for any one (1) illness, injury, accident, or complications thereof. A maximum of forty (40) sick leave days per year can be utilized. A year shall be defined as the fiscal year employed by the school district. Such fiscal year shall run from July 1 until the following June 30. Each application for ten (10) days shall be accompanied by a physician's statement, including the doctor's description in lay terms of the condition. Photostatic copies of the doctor's statement will be accepted. The Sick Leave Pool Committee may require a certificate from a second doctor attesting to the member's extended illness or accident.
- b. Extension applications for an initial illness, accident, injury, or complication thereof will be submitted within seven (7) days of the beginning date of the original or previous application.
- c. Participating employees withdrawing sick leave days shall not be required to replace those days except as a regular contributing member of the sick leave pool.

EXCEPTION: Alleged abuse of the sick leave pool shall be investigated and, on the finding of wrongdoing, the employee shall repay all of the sick leave credits drawn from the sick leave pool and be subject to such other disciplinary action as determined by the School Board to be appropriate. Rules adopted for the administration of this program shall provide for the investigation of the use of sick leave utilized by the participating employee in the sick leave pool.

- d. If a member is incapacitated and cannot act on his/her own behalf the member may appoint, in writing, an authorized agent to transact necessary sick leave pool actions.

All applicants requesting use of the sick leave pool shall give consent for sick leave records to be reviewed by the Sick Leave Pool Committee, consisting of seven (7) voting members. Five (5) of the members shall be appointed by the Association President. The Superintendent shall appoint the remaining members at his/her discretion. (One person from the Personnel Department will be a non-voting member of the committee.)

1. The seven (7) member committee shall establish procedures for identifying and



recording contributions to and withdrawals from the sick leave pool and for complying with applicable governmental regulations and/or associated record keeping.

2. The committee shall review these sick leave pool procedures annually.
3. Periodic notification of the sick leave pool status shall be reported to the members. Immediate notification shall be given if additional days are levied to replenish the pool.

Educational support personnel members' sick leave requests will be monitored by this committee for the following purposes:

- a. Members must show responsibility in using their own personal sick leave.
- b. The Sick Leave Pool Committee shall take all necessary precautions to preclude abuse by members.
- c. The Sick Leave Pool Committee shall make the final decision in awarding sick leave days from the sick leave pool.

In the event of a change in employment status, Educational Support to instructional, instructional to administrative, or any combination of the three (3) categories, shall not cause cancellation of membership in the sick leave pool. The one (1) day shall be transferred from account to account to insure member's continuous membership in the appropriate sick leave pool. No other sick leave days shall be transferable.

## **ARTICLE 14**

### **Use of Private Vehicles**

- 14.1 Employees who may be required to use their own automobiles in the performance of their duties, and employees who are assigned to more than one (1) work site per day, shall be reimbursed for all driving done between arrival at the first location at the beginning of their work day and departure from the last location at the end of their workday. The rate per mile shall be the same as provided by Florida Statutes for Public Employees.
- 14.2 Employees who may be required, in the performance of their duties, to travel out of Bay County shall be reimbursed for the use of their private automobile up to a maximum as provided by Florida Statutes for Public Employees, provided other county transportation is not available. All other expenses (meals, travel, lodging, etc.) will be reimbursed in accordance with the provisions of Florida Statutes (F.S. 112.061) for Public Employees. Whenever possible, the district shall arrange to minimize the reimbursable expenses for the employee.
- 14.3 No employee shall be required to transport, in his/her private vehicle, hazardous and/or potentially damaging materials.

## **ARTICLE 15**

### **Benefits**

#### 15.1 Retirement (Terminal Pay)

- (1) Educational Support Personnel of the Bay District Schools will be paid terminal pay for accumulated sick leave at retirement, in accordance with Deferred Retirement Option Program (DROP) or to his/her beneficiary if terminated by death.

In order to receive benefits under this section the employee must retire and be eligible to receive full or reduced benefits under the retirement criteria of the Florida Division of Retirement of the Department of Administration. The calculation of terminal pay shall not be based on any accumulated sick leave credits in excess of that earned as an employee of Bay District Schools.

Any person entitled to terminal pay benefits shall have been under contract to render services for the pay period immediately preceding retirement or death and shall not be under suspension from duty except for reasons pertaining to health, or have any charges pending which could result in dismissal from employment.

All payments of terminal pay for accumulated sick leave shall be computed by using the hourly/daily rate of pay of the employee at the time of retirement, multiplied by the total number of eligible accumulated sick leave days.

- (2) Terminal pay shall not exceed an amount determined as follows:
  - (a) During the first three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by thirty-five percent (35%) times the number of hours of accumulated sick leave.
  - (b) During the next three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by forty percent (40%) times the number of hours of accumulated sick leave.
  - (c) During the next three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by forty-five percent (45%) times the number of hours of accumulated sick leave.

- (d) During the next three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by fifty percent (50%) times the number of hours of accumulated sick leave.
- (e) During and after the thirteenth (13th) year of service, the applicable hourly rate of pay multiplied by one hundred percent (100%) times the number of hours of accumulated sick leave.

## 15.2 Retirement Bonus

A person who would be eligible for the first time to retire under either State Retirement System shall have ten percent (10%) of his/her annual salary, excluding supplements, added to his/her annual salary provided that he/she, by December of the school year in which he/she first becomes eligible to retire (1) completes the necessary procedures through the personnel director and (2) retires effective by the end of the school year in which he/she first becomes eligible. This sum will be paid in the last check.

## 15.3 Workers' Compensation

Injuries in line of duty to Educational Support personnel employed by the School Board are covered by Workers' Compensation insurance and must be reported to the facility manager within twenty-four (24) hours of the time of injury. The proper form must be filed whether or not a doctor has been consulted.

## **ARTICLE 16**

### **Insurance**

- 16.1 The Board shall provide to Educational Support Employees basic comprehensive, hospital - medical - obstetrical, major medical and group life insurance protection for a twelve (12) month period. The Board shall pay a maximum of four thousand ninety-eight dollars and fifty-six cents (\$4,098.56) for such coverage for the 2004 calendar year. (Group health \$3,984.56 Plans 117 and 317, group life \$114.00).

Plans for additional coverage will be made available to the employee at his/her expense.

- 16.2 Educational Support Personnel shall have their insurance premiums deducted in twenty (20) equal installments.
- 16.3 The Board shall make available, through payroll deduction, tax deferred annuity programs to all employees in the district. Such programs shall be selected by the employee choosing to participate.
- 16.4 Individual insurance coverage for employees will be maintained by the Board in compliance with Article 12.8 of this contract.
- 16.5 The Board shall provide the Association with a payroll deduction slot for offering benefits and other programs to Educational Support Personnel.

The only obligation for the Board is the payroll deduction as designated by the employee through Public Employee Service Company (PESCO). The form used by PESCO must be approved by the Bay District's Business Office.

- 16.6 The Board presently offers a "Cafeteria Benefits Plan". This plan shall be available to educational support personnel employees. Any material change in the plan shall be subject to negotiations.

## **ARTICLE 17**

### **Miscellaneous**

- 17.1 This agreement between the Board and the employees, represented by the Union, may be changed, added to, deleted from, or modified only through negotiated, written and signed amendments to this Agreement. The Board retains all rights not specifically included in this Agreement.
- 17.2 If any provisions of this Agreement or any application of this Agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 17.3 All policies adopted by the Board shall be posted in each facility prior to implementation of said policy.
- 17.4 The provisions of this Agreement shall become part of the established policies of the Board. Board policies which affect wages, hours, terms and conditions of employment shall not be inconsistent with this Agreement.
- 17.5 Each work site shall have one copy of the School Board Policies.
- 17.6 The Board agrees that it will not, during the period of Agreement, officially adopt nor implement any term or condition of employment which conflicts with the provisions of the Agreement.
- 17.7 Employees shall not be required to attend meetings for which the purpose of said meeting is solicitation.
- 17.8 The Board shall annually consider employee input prior to determining continuance of the four day (40 hours) work week during the summer months.

## **ARTICLE 18**

### **Political Activity**

- 18.1 All employees shall have liberty of political action when not engaged actively in their employment provided such action is within the laws of the United States of America and the State of Florida.
- 18.2 The right of all employees to work and to vote for the party and candidates of their choice shall never be questioned, abridged, or denied when not actively engaged in their employment.
- 18.3 All employees shall be free from political domination or coercion.

## **ARTICLE 19**

### **Work Load**

The work load for employees shall be based on what can reasonably be accomplished within their regular hours.



## ARTICLE 20

### Compensation

- 20.1 All employees covered by this agreement shall be paid in accordance with job classification and recognized experience from the wage schedules included in this agreement.
- 20.2 Upon initial employment, employees shall be notified of and may be granted verified related experience up to ten (10) years including a maximum of three (3) years military. More than one-half (1/2) of the number of days in the contract period during the school year must be completed to be entitled to a year's credit.
- 20.3 Employees assigned beyond a forty (40) hour work week shall be compensated at time and one-half their regular hourly rate of pay or compensatory time.
- 20.4 Employees shall be paid as per agreement with Union as follows:
- A. All 12 month, 8 hour per day employees will receive twenty-four (24) equalized checks on the sixteenth and the last calendar day of each month beginning July 1, 2003. All other employees shall be paid twice monthly on the sixteenth and the last calendar day of each month. Salary Schedule 3A is calculated on 261 contract days.
  - B. All 12 month, 8 hour per day employees' insurance premiums and union dues will be deducted in 24 payments beginning July 1, 2003. In the event of a rate change during the fiscal year, the new rates will be deducted from the remainder of the 24 checks from the date of notification. Other deductions will be deducted from 24 checks. All other employees will have insurance premiums and union dues deducted in 20 payments. In the event of a rate change during the fiscal year, the new rates will be deducted from the remainder of the 20 checks from the date of notification. Other deductions will be deducted from 20 checks
  - C. Employee's paychecks shall be made available upon arrival at the work site. Designees of the employee shall also be entitled to receive the employee's paycheck. Paychecks shall be inserted into envelopes and placed in the employee's mailbox. In cases where mailboxes may not be secured, alternative arrangements will be made.
  - D. Employee's paychecks shall reflect the actual number of hours worked and the

amount of paid/unpaid leave utilized.

- E. Direct deposit will be required for all educational support employees newly employed after January 1, 2001.
- 20.5 The parties agree to meet, prior to School Board adoption, to discuss and determine the pay dates for the next school year.

## **ARTICLE 21**

### Transportation Employees

- 21.1 Bus drivers shall be paid for actual time worked.
- A. All bus drivers will be hired for a minimum of four (4) hours including one (1) hour for related duties. In the event the actual driving time exceeds three (3) hours plus one (1) hour for related duties, the driver's salary shall be based on actual driving time plus one (1) hour for related duties.
  - B. Definitions
    1. "Driving time" is defined as that time necessary to drive a school bus from a central storage location or residence to the first student pick-up of the route and from the last student drop-off to the appropriate parking location.
    2. "Related duties" is defined as any duty assigned or required that does not fall under the definition of driving time.
    3. "Reposition" is movement of a bus driver from one route to another during the school year or during rerouting in the summer months.
- 21.2 Days and hours of other transportation employees will be recommended by the budget administrator.
- 21.3 Field Trip Procedures
- A. Employees may be employed in addition to their regular duties to drive school buses for field trips and other extracurricular activities, providing they hold the proper license. Regular bus drivers will be paid at their regular rate and substitute drivers will be paid at a substitute rate for field trips and extracurricular activities.
  - B. Bus drivers wishing to drive for field trips and other extracurricular activities may be considered by completing a request to be placed on a list for field trips or other extracurricular activities. Bus drivers who request that their names be placed upon such a list will be selected to drive in order of seniority.
  - C. There will be two (2) documented attempts over a period of two (2) days to contact a driver. If an answering machine is contacted, a message will be left to call the Transportation office. In the event of less than two days notice of a field trip is given, management will use the first available driver according to

the seniority list. Drivers who cannot be contacted because of the short notice will not lose their regular rotation.

In the event of a short notice (two hours prior to the trip) the next eligible driver may reject without losing their position on the roster. Except in cases of emergency, in the event a bus driver fails to show for a scheduled field trip, he/she shall forfeit his/her position on that field trip roster for one rotation. Operators who fail to report for assigned trips or who regularly reject trips without legitimate reasons shall be counseled concerning whether they wish to remain on the list. Continuation of either practice shall cause an operator to be deleted from the list. In addition they will not be allowed to make up the trip they failed to show for.

- D. Management has the right to pass over drivers that would earn overtime if assigned a field trip at that time. Drivers passed over will not lose their regular rotation.
- E All trips assigned for the previous month will be posted in the Transportation Department by the tenth of the month. Postings will show persons assigned, hours, dates and number of trips taken.

21.4. Transportation positions available for summer employment for bus drivers shall be filled as follows:

- A. Available positions shall be posted at each work site two weeks prior to the end of the school year.
- B. Applicants from within the school system shall be afforded the first opportunity to apply for the available positions.
- C. Seniority among current employees shall be the determining criteria for the filling of the available positions. If a driver is assigned a position and a grant position later becomes available a driver may apply in writing for the posted grant position.
- D. Management reserves the right to assign drivers the routes involving medically complex children without regard to seniority. Medically complex children are defined as children who are health impaired children that have a physical condition which is chronic in nature. Criteria for selection of such drivers shall be experience transporting medically complex children and/or special training relating to providing services to medically complex children.

21.5 Repositioning of drivers:

- A. Employees desiring to reposition may submit a written request to the supervisor when an available route is posted.
- B. The supervisor will make a determination of the repositioning of drivers based on the following:
  - 1. qualifications
  - 2. written request
  - 3. length of service to the district

## ARTICLE 22

### Drug Free Workplace

The Bay County School Board's policy is to provide a drug free workplace in which employees are free from use of illegal drugs and abuse of alcohol. Any employee determined to be in violation of the policy is subject to disciplinary action as outlined below.

- A. In the event the supervisor believes a violation exists, he/she
- (1) Shall counsel privately with the employee regarding the situation.
  - (2) Obtain the opinion of a second supervisor.
  - (3) If supervisor(s) concur, the employee may be removed from work that day. Additionally, the employee may be required to receive counseling at a medical facility, rehab facility or employee assistance plan if one is available.

In such events, the employer will provide safe transportation.

- (4) In the event that such behavior reoccurs, progressive discipline will be used, unless a severe circumstance is involved.
- B. The Bay County School Board will maintain federal and state constitutional rights of all employees. Supervisors with reasonable suspicion to believe that an employee is using an illegal drug and/or using alcohol, may require a drug and/or an alcohol screening test.
- C. Convictions

Any employee convicted for a violation occurring in the work place must notify the District School Superintendent of any criminal drug statute conviction in the work place no later than five (5) days after the conviction. The appropriate federal agency will be notified within ten (10) days after receiving notice from the employee or otherwise of receiving actual notice of such conviction. The District will take one of the following actions within thirty (30) days of such conviction.

- 1) Take appropriate personnel action against an employee, up to and

including termination; or

- 2) Require such employee at the employee's expense, to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.

D. The School Board shall provide a drug free work place by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's (School Board) work place and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing a drug free awareness program to inform employees about:
  - a) The dangers of drug abuse in the work place;
  - b) The grantee's (School Board) policy of maintaining a drug free work place;
  - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the work place;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- 4) Notifying the employee in the statement required by paragraph A, as a condition of the employment under the grant, the employee will abide by the terms of the statement.

## **ARTICLE 23**

### **Contracted Services**

- 23.1 The Board shall have the right to contract services. The Board will not eliminate or lay-off any person employed with the District, as a direct result of contracting for services. This language shall not effect the status quo of the District's ability to subcontract.



**ARTICLE 24**

**Terms of Agreement**

This Agreement, signed by the parties on \_\_\_\_\_, shall have a duration extending from July 1, 2003 to June 30, 2006.

Salary Schedule shall be effective from July 1, 2003

This contract may be reopened after \_\_\_\_\_ and at the end of the first and second years of this agreement in the following areas.

- (1) Wages
- (2) Job Classification and Pay Grade
- (3) Benefits
- (4) Two items each side
- (5) Changes in the law
- (6) Other items as mutually agreed to.

BAY EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

BAY DISTRICT SCHOOL BOARD

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

APPENDIX B  
 EDUCATIONAL SUPPORT PERSONNEL  
 GRIEVANCE FORM

NAME \_\_\_\_\_

SCHOOL \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ HOME PHONE \_\_\_\_\_

STEP ONE/TWO

A. Date cause of grievance occurred \_\_\_\_\_

B. Relates to Article(s) \_\_\_\_\_ of contract

C. Statement of grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Signature Date

One (1) copy to the Union  
 The Union's copy should be forwarded immediately (same day  
 grievance is received) before Step I/II disposition.

////////////////////////////////////

STEP I/II DISPOSITION

Disposition by Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

One (1) copy to Superintendent  
 One (1) copy to grievant  
 One (1) copy to Immed. \_\_\_\_\_ Supervisor Signature Date  
 One (1) copy to Union

1. Submit in Triplicate
2. Use Position or Title as Shown on Salary Schedule



**APPENDIX E  
CLASSIFICATION AND PAY GRADES  
HOURLY EDUCATIONAL SUPPORT PERSONNEL**

<b>GENERAL CLERICAL</b>	<b>PAY GRADE</b>
Clerk III .....	3
Clerk II.....	6
Clerk I.....	8
Clerk Typist II.....	14
Clerk Typist I.....	16
Secretary II.....	21
Secretary I.....	25
 <b>TEACHER ASSISTANTS</b>	
Parent Liaison (PHDS) .....	6
Paraprofessional.....	6
Paraprofessional III (Current employees only).....	8
Paraprofessional II Current employees only) .....	16
Paraprofessional 1 (Current employees only).....	21
Child Care Center Manager (Haney) .....	14
Job Coach - ESE.....	16
Occupational Therapy Assistant.....	38
Licensed Practical Nurse .....	43
Pre-school Instructor.....	50
 <b>ACCOUNTING AND FINANCE</b>	
Auditing Clerk II.....	3
Auditing Clerk I.....	14
Accounting Clerk.....	21
Bookkeeper II .....	21
Bookkeeper I.....	25
Inventory Clerk.....	24
Accounting Technician.....	30
 <b>MISCELLANEOUS</b>	
Aide, Community Services .....	2
Activities Leader .....	4
Even Start Home Liaison.....	3
Mail Attendant.....	6
Microfilm Librarian .....	8

**MISCELLANEOUS (continued)**

Parent Specialist-Community Services.....	25
Specialist/Manager-Community Services .....	25
Workforce Investment Act (W.I.A.)/Case Manager.....	25
Records Clerk II.....	21
Records Clerk I.....	25
Even Start Parent Educator.....	25
Testing Clerk .....	25
Buyer.....	45
Attendance Officer.....	50
Workforce Investment Act (W.I.A.)/Welfare Specialist .....	50

## **TECHNICAL**

Production Room Assistant II.....	8
Production Room Assistant I.....	16
Production Room Operator.....	28
Graphic Specialist.....	35
ITV Technician.....	16
ITV Specialist .....	38
Computer Operator II .....	30
Computer Operator I.....	35
Programmer II.....	30
Programmer I.....	36
Programmer/Analyst.....	50

## **OPERATIONS**

Student Helper .....	1
Laborer & Deliveryman.....	6
Maid.....	6
Textbook/Courier Assistant.....	8
Telephone Receptionist .....	8
Security Guard.....	6
Courier .....	22
Stadium Turf and Irrigation Specialist .....	30
Warehouseman I.....	35
Warehouseman II.....	26
Dog Handler (part-time) .....	35
Custodian III .....	10
Custodian II .....	14

**OPERATIONS (continued)**

Head Custodian IV ..... 19  
Head Custodian III..... 21  
Head Custodian II..... 24  
Head Custodian I ..... 26

**FOOD SERVICE**

Food Service Assistant II..... 6  
Food Service Assistant I..... 8  
Food Service Store Room Specialist ..... 10  
Assistant Manager ..... 12  
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\*St. Andrews, Margaret K. Lewis, A.D. Harris

**TRANSPORTATION**

School Bus Aide ..... 6  
Service Attendant..... 8  
Upholsterer ..... 14  
Bus Driver..... 22  
Mechanic II..... 30  
Partsman ..... 35  
Mechanic I ..... 39

**MAINTENANCE**

Laborer..... 6  
Equipment Operator..... 16  
Radio Operator/Work Controller ..... 20  
Logistics Supply Clerk ..... 24  
Material/Parts Coordinator ..... 26  
Work Control Specialist ..... 26  
Treatment Plant Operator/Exterminator ..... 35  
Painter ..... 30  
Crew Chief, Painter ..... 40  
Planner/Inspector ..... 40  
A/V Repairman II ..... 26

**MAINTENANCE (Continued)**

A/V Repairman I.....	40
Carpenter's Helper .....	26
Carpenter.....	35
Semi-skilled Craftsman .....	10
Carpenter Crew Chief .....	40
Plumbing Trainee.....	10
Plumber's Helper.....	26
Journeyman Plumber .....	35
Plumbing/Heating Crew Chief .....	40
Locksmith's Helper .....	26
Locksmith .....	35
Electrician's Helper .....	26
Electrician .....	38
Electrical Crew Chief .....	40
HVAC Trainee.....	10
A/C Refrigeration Mechanic's Helper .....	26
HVAC Refrigeration Mechanic.....	38
HVAC Crew Chief .....	40
HVAC Controls Mechanic .....	40
Welder/Sheetmetal Mechanic .....	38
Automotive Mechanic .....	39
Brick/Block Mason.....	35
Boilerman's Helper .....	26
Boilerman .....	38
Equipment Mechanic .....	38
District Safety Inspector .....	35

**NOTES:**

1. A custodian who has completed the approved training program for "Master" custodian will advance one pay grade.
2. Food Service Assistant manager may be employed in schools serving an average of 400 or more meals daily. An additional Food Service Assistant Manager may be employed in schools serving an average of 1,000 or more meals daily.

**NOTES (Continued)**

3. If a plumbing trainee or HVAC trainee successfully completes 50% of the training course work, he/she will be classified as a pay grade 20.
4. JTPA Summer Youth Instructor/Employment Counselor and Specialist/JTPA Summer Youth Program hourly salary is determined by the Gulf Coast Workforce Development Board.
5. Paraprofessionals who meet the Highly Qualified Standards by passing a state approved certification test will advance two (2) pay grades.
6. Paraprofessionals who meet the Highly Qualified Standards by earning sixty (60) hours or more of college credit will advance four (4) pay grades



## MEMORANDUM OF UNDERSTANDING

All twelve (12) month, eight (8) hour per day employees, paid on Salary Schedule 3-A., will work 261 days for fiscal year 2003-04. An unpaid non-working day on December 31, 2003 will be granted for fiscal year 2003-04.

## MEMORANDUM OF UNDERSTANDING

As a service to the community, Not-for Credit Fee-Based classes (e.g. cake decorating) may be offered at Haney Technical Center. All Bay District School support staff who act as instructors for these courses will receive 60% of the fees collected from the course participants. All required employee deductions as well as the required Board contributions will be deducted from the employee's 60%. The other 40% of the collected fees will go to Haney Technical Center where the course is held. The individual cost of the course and the minimum number of participants needed for the course to make will be mutually determined by the Haney Director and the course instructor.

MEMORANDUM OF UNDERSTANDING

- Instructional Paraprofessionals moving from paygrade 6 to 8 or 6 to 10 will be paid on the new paygrade effective the first day of the pay period in which eligibility and verification is established.
- Eligibility is established by passing a state approved certification test or earning 60 hours or more of college credits.
- Eligibility to move from a paygrade 6 to 8 is based on passing a state approved certification test.
- Eligibility to move from a paygrade 6 to 10 is based on earning 60 or more hours of college credits.
- Paraprofessionals moving up in paygrade due to passing a state approved certification test will not move higher than a paygrade 8.
- Paraprofessionals moving up in paygrade due to earning 60 hours or more of college credits will not move higher than a paygrade 10.
- Further discussions will take place between BESPAs and the School Board concerning movement of the Paraprofessionals on paygrade 8 and 16.

\_\_\_\_\_  
BOARD

\_\_\_\_\_  
Bay Educational Support Personnel  
Association (BESPA)

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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