

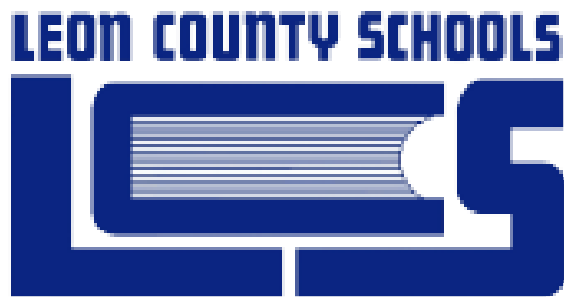
2021-2024

Collective Bargaining Contract

Leon County School Board

Local 1010

**District Council 78
International Union of
Painters and Allied Trades
AFL-CIO**



Building the Future Together

2021-2024

Collective Bargaining Contract

Between the

Leon County School Board

And

Local 1010

**An affiliate of
District Council 78 of the
International Union of Painters and
Allied Trades, AFL-CIO**

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PREAMBLE

This Agreement is entered into this 10th day of May, by and between the School Board of Leon County, Florida, hereinafter called the “Board,” and Local 1010, an affiliate of District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO, hereinafter called the “Union” or “Local 1010.”

WHEREAS, the Board and the Union recognize and declare that providing a quality education for the students of the Leon County Public School System within the limitation of available financial resources is their mutual aim, and

WHEREAS, the quality of education depends upon a number of factors that include employee morale and employee responsibility for assigned duties, and

WHEREAS, the Board and Union, as the exclusive representative of the employees, have negotiated an agreement in good faith with respect to wages, hours, and all other terms and conditions of employment and now desire to execute this contract covering such agreement.

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

Article 1
RECOGNITION AND DEFINITIONS

- 1.01 The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the chief executive officer or his/her designee. The Union agrees that neither the Union, nor its members or agents, will attempt to represent in any negotiations or grievances the interest of anyone other than the members of the bargaining unit and that the interest of students, parents, the public, the Board, and other employees will be the sole concern of the Board and those respective parties.
- 1.02 The Board hereby recognizes the Union as the exclusive bargaining representative for the bargaining unit of part-time and full-time non-instructional employees employed in job classifications as certified by the Florida Public Employer Relations Commission on December 14, 1976, or thereafter, agreed to by the parties. A listing of these bargaining unit classifications as of the date of ratification of this Contract is contained in Appendix A, Job Classifications and Pay Grades.
- 1.03 Definitions
- A. "Excluded employee" means any employee appointed to a job classification not listed in Appendix A and, therefore, not included in the bargaining unit represented by the Union.
 - B. "Employee" or "bargaining unit member" means any individual or group of individuals appointed to a classification listed in Appendix A and, therefore, included in the bargaining unit represented by the Union.
 - C. "Full-time employee" means an employee who is employed 17.5 or more hours per week (an average of 3.5 hours per day).
 - D. "Part-time employee" means an employee who is employed less than 17.5 hours per week (an average of less than 3.5 hours per day).
 - E. "Day(s)" means working day(s) unless specifically amended in context.
 - F. "Union" means the authorized representatives of Local 1010, I.U.P.A.T., or an employee or his/her representative in those instances in which an employee has chosen to represent him/herself in a grievance or disciplinary proceeding.
 - G. "Superintendent" means the Superintendent of Schools or his/her designee.
 - H. "Board" means Leon County School Board or designee.
 - I. "Regular" Employee, as used in this Agreement, excludes student positions, hourly positions and substitutes.
 - J. "Lead Worker" means when an employee is given supervisory/coordinating responsibilities over two or more employees in the same classification.

Article II

WORK RULES AND SAFETY

2.01 Work Rules

- A. Notification of Work Rules
 - 1. Each employee shall be notified at the time of hire of all work rules applicable to the employee and shall be provided a copy of the Local 1010 – School Board Collective Bargaining Contract.
 - 2. Each employee shall be provided with a copy of any new or revised applicable work rules ten days prior to the effective date. Verbal notice shall be effective immediately if health or safety is involved and shall be followed by a written copy of the new or revised rule.
- B. Questions over the application of work rules or policies thought to be in conflict with this Contract should be resolved through the use of the grievance procedure contained in Article XII.
- C. During the period from five days prior to the effective date of work rules to 20 days after their implementation, the Union has the right to meet with the appropriate Director to discuss the rules. This procedure is intended solely for the purpose of providing the Union with an advisory mechanism to comment on the work rules while leaving the final decision to the Superintendent or his/her designee.
- D. Each employee shall comply with all work rules, administrative rules, and policies adopted by the Board or the Superintendent or his/her designee and perform all duties assigned by their immediate supervisor within the employee's job description. Employees also may be called upon to perform other duties in an emergency.

2.02 Changes in Shift Assignments

Changes in employee work shift assignments will be posted ten days prior to the effective date of the shift change. Temporary adjustments in shift assignments (ten days or less) that are not necessitated by unusual circumstances demanding immediate attention will be posted at least 24 hours prior to the effective date of the shift change.

2.03 Safety Committee

- A. A Safety Committee will be established to review unsafe or hazardous working conditions that have been identified in writing by employees. The committee shall include two members selected by the Union.
- B. The committee will review and make recommendations to the Superintendent. Any employee suspended for failure to work in a situation that a majority of the Safety Committee determines to be imminently dangerous shall receive full compensation for said suspension.
- C. It is the intent of the parties that the committee review matters of an obvious, immediate nature. Matters concerning long-term possible effects will be brought to the attention of the Board through the Superintendent or his/her designee.
- D. The Board shall furnish all safety items, devices, and protective equipment as required by the Occupational Safety and Health Administration (OSHA).

2.04 Use of Tobacco

In accordance with Chapter 386, Part II, Florida Statutes, smoking is prohibited in schools, educational facilities, other educational plants, or Board- owned vehicles. Educational plants without designed student stations shall provide outside smoking areas, provided those areas are removed from flammable or volatile materials and are not located in common areas as defined by Section 386.203(6), F.S.

Article III

EMPLOYMENT PRACTICES

3.01 Probationary Period and Status

- A. A person employed to fill a regular part-time or full-time position shall be appointed to that position on probationary status for a period of six (6) months. The probationary period may be extended, in unusual circumstances, upon written recommendation of the supervisor and signed approval of the Executive Director of Employee Relations, in increments of up to forty (40) days to a maximum of sixty (60) days, to allow for additional training and experience.
- B. Except for the dismissal provision in paragraph C, a probationary employee is entitled to all benefits provided a regular employee including the right to become or not to become a member of the Union.
- C. A probationary employee may be dismissed from a position at any time without a showing of just cause.
- D. A permanent-status employee who is promoted shall serve in the higher classification on probationary status for six (6) months, after which s/he shall be granted permanent status in the new classification. The employee shall retain permanent status, as described in Section 3.02 below, in the lower classification.
- E. A permanent-status employee who voluntarily transfers to another job classification in the same pay grade shall serve in the new position on probationary status for three (3) months, after which s/he shall be granted permanent status in the new classification. The employee shall retain permanent status, as described in Section 3.02 below, in the previous classification.

3.02 Permanent Status

An employee who successfully completes a probationary period in a Local 1010 bargaining unit position as described in Section 3.01 shall be granted permanent status in that job classification. A permanent-status employee is subject to annual reappointment in a position in a job classification in which s/he has been granted permanent status as set forth in Section 3.03A below. An employee who has been granted permanent status may not be dismissed during the year except for just cause and as set forth in Section 3.03A below.

3.03 Annual Appointment and Non-reappointment

An employee who is not to be reappointed for the ensuing year shall be notified in writing no later than two (2) weeks prior to the final date of the employee's annual appointment.

- A. Effective for those employees appointed to a bargaining unit classification, an employee who has achieved permanent status in a position in the Local 1010 bargaining unit is subject to annual non-reappointment at the discretion of the Board during the first three (3) years of employment with the District in a position classified in the Local 1010 bargaining unit. An employee who has met the following criteria shall no longer be subject to such annual non-reappointment:
 - 1. Successfully completed the probationary period and granted permanent status in a job classification in the Local 1010 bargaining unit;
 - 2. Employed for three (3) consecutive years for a minimum of 550 hours per year in a position in the Local 1010 bargaining unit;
 - 3. Performance evaluated as Meets Expectations or above; and
 - 4. Appointed by the Board to a fourth year of employment.
- B. An employee who is not to be reappointed for the ensuing year shall be notified in writing no later than two (2) weeks prior to the final date of the employee's annual appointment.

3.04 Break in Service

Employees who, in a fiscal year, have earned that year of service with a satisfactory or above annual evaluation, who are not reappointed for the next fiscal year, and are then rehired in the subsequent fiscal year between July 1 and November 30, shall be considered

as having had no break in service. Employees who are rehired without a break in service in accordance with this provision shall not be reassessed the fingerprinting fee if the District can legally forgo imposing such fee by screening the existing fingerprints of such employee rather than resubmitting the employee's fingerprints.

3.05 Position Classifications and Job Descriptions

- A. Each employee shall be employed in a position that is assigned a classification. The classification specification includes a list of activities generally assigned to employees in positions in that classification.
- B. An employee's job description describes the specific duties of an employee in a specific position consistent with the classification specification to which the position is assigned.
- C. The position classification specification and job description shall be made available to an employee upon request.

3.06 Vacancies

The Board agrees to post notices for five (5) days of all vacancies of positions in the bargaining unit that exceed eight (8) consecutive weeks on a designated bulletin board in the administration building or electronically on the District website. These notices shall include all necessary information about the position such as the minimum qualifications, the deadline for accepting the application, salary grades, etc. Employees who apply for a vacancy shall be considered before a decision on employment is reached. Employees with Meets Expectations evaluations who apply and are qualified for a vacancy shall be given preference over applicants from outside the District.

3.07 Transfers

- A. When an employee is approved for a transfer into a new position, it shall be the joint responsibility of the employee and his/her new supervisor to contact the employee's current supervisor to establish a mutually agreeable time line for the transfer process. Where possible, an opportunity for the transferring employee to be trained by the employee vacating the position should be considered by both supervisors.
- B. The Board may transfer employees when it determines that it is in the best interest of the school system.

3.08 Layoffs and Recall

- A. Layoffs. In the event the Board determines that a reduction in the number of positions is necessary, the following procedure shall be used:
 - 1. The Board shall determine the department, school, work location, and classifications in which the reductions shall take place.
 - 2. The order of layoff by classification shall be as follows:
 - a. Employees having unsatisfactory performance evaluations.
 - b. Employees having the least amount of service in the Leon County School System. An employee with longer service in the District will bump an employee with a lesser length of service if such employee is in a classification in which the employee with the longer service has permanent status as defined in this article.
 - 3. The Board agrees to provide notice of the layoffs to the affected employees and the Union at least ten (10) days before any action is taken.
- B. Recalls. The following provisions shall govern the recalls of employees who have been laid off:
 - 1. The Board shall determine the positions in which recall will be made and the number of employees to be recalled. Employees shall be recalled in the inverse order of layoff.
 - 2. It shall be the responsibility of the employee to keep the Board informed of a current mailing address where a letter of recall can be sent. Letters of recall will be mailed by certified mail to the employee to the last address provided to the Board. Failure to respond to the letter of recall within five (5) days after

receipt will be considered a resignation and the employee shall have no further right to recall.

3. If the employee has not been recalled within twelve (12) months, the layoff shall be considered permanent.

3.09 Rest Periods

- A. A supervisor shall not unreasonably deny employees a 15-minute rest period during any work shift of four (4) or more consecutive hours. The rest period shall be scheduled at the middle of each shift, if feasible, but shall not be scheduled at the beginning or end of the work shift or during another work shift.
- B. Employees who are required to work more than two (2) hours beyond their regular quitting time shall receive a 15-minute rest period before the additional work period. In addition, employees shall be granted the regular rest period that may occur during the extra work shift.

3.10 Employee Reimbursement

The Board will repair or reimburse employees the current value of any clothing or other personal property damaged or destroyed as the result of assault or battery upon him/her suffered in the course of the legal performance of his/her assigned duties unless such loss is covered by insurance or reimbursement is obtained from other sources. Employees may be reimbursed for personal property damaged or destroyed in a verifiable job-related accident when such reimbursement is approved by the immediate supervisor. The repair or reimbursement of personal property does not apply to clothing or personal property that is not reasonably related and appropriate to an employee's assignment such as expensive jewelry (other than wedding and engagement rings), expensive watches, electronic devices such as cell phones, high- fashioned clothing, etc. Forms for reimbursement are available from the Risk Management Office.

3.11 Transportation Appointments and Assignments

A. Regular School Year

1. Compound Assignment

Bus drivers, bus driver assistants, and student bus assistants shall be assigned to the compound to which they were assigned for the prior school year unless there is a request to be assigned to a different compound. Drivers and assistants shall be provided the opportunity to request in writing at least eight (8) weeks prior to the beginning of the school year a preference for a change in compound assignment. A form for this purpose shall be provided to these employees. The Director shall consider such preference for a change in compound assignment in order of the requesting employee's seniority but may deviate from such preferences/seniority if s/he determines that one or more of the criteria in paragraph 3.11C below justifies a different compound assignment. Drivers and assistants shall be provided a written assignment to a compound no later than seven (7) weeks prior to the beginning of the school year.

2. Route Assignment

After drivers and assistants have been assigned to a compound in accordance with paragraph 1 above, the bus routes assigned to each compound, along with the bus assigned to each route and the estimated number of hours for the route, shall be posted at a central location or in an accessible electronic form no later than six (6) weeks prior to the beginning of the school year. Drivers and assistants shall have no less than one week to review such postings. Drivers and assistants shall then be given the opportunity to indicate in writing or electronically their desire to retain their route from the previous school year or to choose a new route from those available. A newly-appointed driver/assistant who selects a route for the first time may choose to retain the selected route for one additional year; experienced drivers/assistants may choose to retain the selected route for three (3) additional years. A date will be determined that

drivers and assistants can indicate to the appropriate Transportation Department administrator their route choice from among those assigned to their compound and available after drivers and assistants have expressed their retention option. A driver's or assistant's route choice shall be granted on the basis of seniority unless the Director determines that one or more of the criteria in paragraph 3.11C below justifies a different route assignment. If the route selected by a driver is reassigned to another compound after a driver has chosen such route, the driver will have the following options:

- Retain the route and move to the compound where the route has been reassigned;
- Remain at the current compound and choose a route from the remaining unassigned routes (every reasonable effort will be made to provide the driver with a route that is at least equal in length/time to that originally chosen); or
- If there are no appropriate unassigned routes at the driver's current compound, transfer to a compound that has an appropriate open route

When a permanent change is made in a bus assignment for a route, a driver may request the written reason(s) for such change.

B. Summer Session

1. Compound Assignment. Drivers and assistants shall be provided written notice of assignments to a compound no less than six (6) weeks prior to the beginning of the summer session.
2. Route Assignment. After drivers and assistants have been assigned to a compound for the summer session in accordance with paragraph 1 above, the bus routes and summer camps shall be posted at a central location no later than four (4) weeks prior to the beginning of the summer session. Drivers and assistants shall then have no less than one week to review such posting. A date will be determined when drivers and assistants can indicate route choices to the appropriate Transportation Department administrator from among those assigned to their compound. A driver's or assistant's route choice shall be granted on the basis of seniority unless the Director determines that one or more of the criteria in paragraph 3.11C below justifies a different route assignment.

C. The Director shall consider the following criteria in assigning bus drivers, bus driver assistants, and student bus assistants to compounds and routes, consistent with the provisions of paragraphs 13.11A and B above:

1. Attendance and punctuality;
2. Cooperation and flexibility;
3. Driving record;
4. Ability to work at all schools;
5. Trained to drive all buses;
6. Evaluation of an employee under Article XI;
7. ESE trained and certified;
8. Length of experience with a route;
9. No second job that would interfere with assigned responsibilities; and
10. Ability to read maps and routes.

D. ESE Routes

1. To be eligible to be assigned to an ESE route, drivers must have completed and passed a minimum of four (4) specific training programs that will be offered during the school year at a time convenient for bus drivers to attend. The designated training programs are: (a) securement of wheelchairs; (b) behavior management; (c) confidentiality; and (d) communication skills/applications.

2. Bus drivers appointed to an ESE route recognize that additional training may be required during the school year. These training programs shall be determined by a joint committee with three (3) representatives from management and four representatives from Local 1010. Time earned in these ESE driver-training programs shall count towards driver in-service staff development salary increases as outlined in Section 5.11.

E. Lead Workers

The Director of Transportation shall designate drivers as lead workers using a formula of one lead worker for every ten (10) regular drivers and one lead ESE worker for every seven (7) ESE drivers. The criteria for designating lead workers are as stated in paragraphs 3.11C1 through 10, as well as the ability to carry out supervisory responsibilities consistent with lead worker status including the ability to utilize appropriate technology to effectively carry out these responsibilities. The designation and compensation of lead workers shall also be governed by the provisions of paragraph 5.05A. If a decision is made not to re-designate a driver as a lead worker for the fall school term, the lead worker shall be notified of this decision in sufficient time for such driver to participate in the compound and route assignment process as described in paragraphs 3.11A1 and 2. If a decision is made not to re-designate a lead worker for the spring school term, the driver will be provided the opportunity to work the same number of hours per week during the spring term for which s/he was appointed the fall term as a lead worker.

3.12 Transportation: Minimum Hours and Leave

A. Regular School Year

1. All bus drivers are to be employed for a minimum of six (6) hours per day or thirty (30) hours per week during the regular school year. Appointments shall be adjusted at the beginning of each quarter of the fiscal year based on a review of the number of hours worked per day in the previous quarter. Hours worked during a pay period beyond the hours that a driver is appointed shall be processed and paid as extra time.
2. Sick leave accrual for bus drivers shall be rounded to the next whole hour higher than the hours for which the driver is appointed to a maximum of eight (8) hours. For example, a driver appointed for six and one-quarter (6 ¼) hours will earn seven hours (7) leave during that month; a driver appointed for seven and one-quarter (7 ¼) hours will earn eight (8) hours; and a driver appointed for six (6) hours will earn seven (7) hours leave so long as such driver is in pay status an average of at least six (6) or more hours per day during that month. In the event that the driver is in pay status less than an average of six (6) hours per day during the month, the driver will earn six (6) hours leave during that month. Sick leave used by a driver shall be deducted from the driver's accrued sick leave in the same manner (for example, a driver appointed for six and one-quarter (6 ¼) hours shall have seven (7) hours of leave deducted for one day's absence due to illness).
3. A driver shall be paid for a holiday consistent with the hours to which the driver is appointed that quarter.
4. Bus driver assistants and student bus assistants paid for by the Transportation Department are to be appointed for a minimum of five (5) hours per day during the regular school year.

B. Summer Session

5. Drivers and assistants employed during the summer session shall be appointed for a minimum of four (4) hours per day or sixteen (16) hours per week during the portion of the summer session for which appointed. The four (4) hours/sixteen (16) hours minimum shall not apply to assignments to drive for fee-based summer camps or other similar programs funded through site rather

- than District budgets.
 - 6. Drivers and assistants employed for the entire summer session shall earn six (6) hours of sick leave but, consistent with their hourly-as - needed status, may not use sick leave during such appointment.
- C. All bus drivers, bus driver assistants, and student bus assistants will receive a log at the end of each pay period showing the hours recorded on the timekeeping system for which they are being compensated, including overtime.
- 3.13 Bus Drivers - Shift Placement. All shift placements of bus drivers with comparable levels of skill, areas of expertise, and records of attendance and performance, as determined by their department director, shall be made on the basis of seniority.
- 3.14 Bus Compounding. Drivers shall have reasonable access to a District telephone at each bus compound for urgent personal calls so long as such use does not interfere with the regular functioning of the compound.
- 3.15 Mileage, Operation, and Use of School Buses
 - A. All drivers of District-owned vehicles, including buses, shall be required to maintain an accurate daily log of all miles traveled and the purpose of such mileage. All drivers shall record on a daily basis any new vehicular damage.
 - B. In the event fuel attendants are not available at fueling sites, drivers of all District-owned vehicles, including buses, shall be required to fuel their assigned vehicles. Drivers are responsible for monitoring gauges that indicate proper fluid levels in District-maintained vehicles. For those drivers who wish to have their motor oil level checked, personnel at the bus maintenance garage will be available to perform this duty.
 - C. It is fundamental that school buses owned by the District be used only for school business and never for personal purposes, including alteration of regular normal routes for bus attendants' convenience. The use of buses for other employment is limited to travel to a second job with the District.
- 3.16 Cross Training/Job Shadowing
 - A. Employees who wish to be cross-trained in other positions must include this as part of their professional development plan. Approval must be received in advance from the employee's immediate supervisor who also may initiate a cross-training program for an employee with the employee's agreement.
 - B. It shall be the responsibility of the employee to submit to his/her supervisor the proposed cross-training plan to include:
 - 1. Specific approval by his/her immediate supervisor as to the: (a) classification specification of the position; (b) current qualifications for the new position; (c) proposed site and employee who will be shadowed; and (d) proposed dates and time to be spent in shadowing.
 - 2. Written approval from the employee to be shadowed, as well as his/her supervisor (after approval from the vesting employee's immediate supervisor).
 - 3. A plan for ensuring that the vesting employee's duties and responsibilities will be covered during the absence.
 - C. The employee shall obtain acknowledgment from the employee shadowed and both supervisors upon completion of the job shadowing.
 - D. Completion of all approved job shadowing Staff Development programs shall be attached to the annual evaluation form.
- 3.17 All food service and Transportation employees employed at least four (4) or more days immediately preceding or immediately after the regular school year appointment (184 days) shall accrue and have the ability to use sick leave during the extended appointment period on the same basis as they had during the extended appointment period on the same basis as they had during the regular year.
 - A. Summer Employment opportunities shall be communicated to eligible Food Service employees no later than four (4) weeks prior to the beginning of such employment,

or as soon thereafter as possible when such opportunity becomes known less than four (4) weeks prior to its beginning. Employees regularly assigned to the work site where the summer employment is to occur will be given priority for such employment and selected based on their seniority in the classification for the position to be filled, or in a higher-level classification, as well as their experience and qualifications for the position responsibilities. If an employee from the work site is not selected, employees from other work sites shall be selected based on the same consideration.

- 3.18 Each employee who resides in the District and is employed at least half time, or who resides outside the District and is employed full time, shall have the opportunity to enroll his/her child(ren) in the school of choice subject to the following conditions:
- A. The student is eligible for admittance under the Board's Pupil Progression Plan.
 - B. Space is available at the student's grade level.
 - C. Transportation shall be provided by the student or parent.
 - D. An employee must request a student reassignment under this section by March 1 of the school year prior to that in which the reassignment would take effect. An employee newly hired, transferred, or reassigned by the District must request a student reassignment within ten (10) days of such employment action. A student reassignment granted under this section shall continue until the employee timely requests an assignment of his/her child(ren) to a different school.
 - E. Upon separation of the employee from employment with the Board, the student's school assignment will be handled in the manner prescribed in School Board Policy 3.02(2)(c) Change in Residence during School Year.
 - F. The student shall be subject to the provision of School Board Policy 3.02(14) Co-Curricular Activities.
 - G. The enrollment of the student of an employee who resides outside the District shall be subject to School Board Policy 3.02(2)(e) Out-of-County Students.
 - H. In those instances when an employee has assigned duties beyond the regular teacher day, provisions must be made by the employee that would enable his/her child(ren) to leave the campus at the close of the regular student day.
 - I. In no instance will the child(ren) interfere with the performance of the employee's assigned duties.
- 3.19 Employees shall be required to comply with the time accounting system that records hours worked on a daily basis.
- 3.20 Medical Examination. When the Board or the Superintendent requires an employee to take a physical or psychological examination, such examination shall be at the expense of the Board. The employee shall be notified in writing as to the sufficient cause that warrants such examination. The employee must sign a medical release allowing the doctor to provide medical reports to the Board. Failure of the employee to comply with this requirement shall be considered as insubordination and shall be grounds for dismissal. This provision does not replace the current Board policy governing Drug and Alcohol testing
- 3.21 Employment after Retiring
- A. An individual interested in employment with the Leon County Schools after retiring may apply for an available position for which he/she is qualified. "Retiring", as described here, includes completion of the Deferred Retirement Option Program (DROP) or retiring under the Florida Retirement System without participating in such program, or retiring from any other public or private employer. Individuals appointed after retiring are to be treated as new employees and are subject to the employment conditions described in the Contract for such employees with the exceptions set out below. Reemployed retirees will have their pay placement on the applicable pay range determined in accordance with the provisions of Sections 5.02 A 1 and 2.

- B. Annual Appointment and Layoff. Notwithstanding the provisions of Sections 3.2 and 3.03 to the contrary, an employee who is appointed after retiring shall continue to be appointed to an annual contract and subject to non-reappointment under the provisions of Section 3.03 although the individual may be employed for more than three consecutive years. Additionally, such employees shall not accrue layoff or recall rights under the provisions of Section 3.08.
- 3.22 Admission to Athletic Events
Employees shall be provided admission, without charge, to high school sponsored athletic events within the District. Employees shall provide current District identification to gain such admission. This provision applies only to the District employee and does not include state athletic playoffs or other events related to the athletic program of a high school or the District, unless otherwise specifically provided.

Article IV

EMPLOYEE DISCIPLINE AND PERSONNEL FILES

- 4.01 The Superintendent, acting through his/her designees, may discipline employees for just cause.
- 4.02 Representation at Investigatory Discussion. When an employee is requested to appear before a site administrator/supervisor for the purpose of discussing matters that could reasonably be expected to lead to discipline or dismissal, the employee is entitled to have a representative present. An employee shall be notified at least 48 hours in advance of such meetings, unless the seriousness of the matter dictates a shorter period of 24 hours advance notice, and shall be advised of his/her right to have representation at the meeting. This provision shall not apply to meetings related to the employee evaluation process described in Article XII except for meetings that may be held to discuss a Performance Improvement Notice related to an overall "Unsatisfactory" or "Needs Improvement" evaluation under Section 11.03.
- 4.03 Disciplinary Procedures - Suspension without Pay and Dismissal. When disciplinary action in the form of suspension without pay or dismissal is proposed, a permanent employee shall be provided the procedural safeguards described below. These procedures include providing the employee with a "Predetermination Notice" (paragraph 4.03 A), an opportunity for a "Predetermination Conference" (paragraph 4.03 B), and a "Notice of Final Action" (paragraph 4.03 C).
- A. Predetermination Notice: Form and Delivery.
1. The employee shall be provided a written "Predetermination Notice" of the proposed action by personal delivery or certified mail, return- receipt requested, at least 15 days before the date that the action is to be taken. An employee may be suspended temporarily with pay, however, without such prior notice, until a decision is rendered and effective in the post-determination hearing described in Section 4.04 below.
 2. The "Predetermination Notice" shall be signed by the site administrator/supervisor who is authorized by the Superintendent to discipline employees and shall include the following contents:
 - a. The disciplinary action proposed and its effective date. The effective date shall be at least 15 days after the date of the Predetermination Notice.
 - b. The specific charges or reasons for the action, including identification of any documents and witnesses on which the charges are then known to be based.
 - c. A statement advising the employee that s/he may, within four days after the employee receives the notice, submit a request in writing on a form

enclosed with the notice for a predetermination conference in order to make an oral or written statement, or both, to the Superintendent's designee to refute or explain the charges made against the employee. The notice shall state that failure of the employee to submit the written form requesting a conference within four days constitutes a waiver of his/her rights to such conference and that in the absence of a response, the proposed disciplinary action shall become effective as proposed in the notice.

- d. The notice shall give the name and address of the person with whom the request for a predetermination conference shall be filed. The notice shall advise the employee that the conference will be held prior to the proposed effective date of the action, at a time and place determined by the Superintendent's designee, normally during regular business hours.
- e. A statement that the Superintendent and the Board are sincere in their desire to reduce the risk of error in taking the disciplinary action against the employee and to avoid wrongful damaging of the employee's reputation by untrue or erroneous charges, and therefore, the Superintendent and the Board are sincerely interested in receiving and considering the employee's response.
- f. A statement advising the employee of his/her right to representation at the predetermination conference.

B. Predetermination Conference

- 1. The conference shall be conducted by the Superintendent's designee who shall have unfettered authority to find in favor of the employee.
- 2. The conference shall be scheduled at least three days after the employee is notified and reasonable accommodation shall be made to ensure it is conducted at a reasonable time and in a reasonable manner.
- 3. The person conducting the conference shall convene the conference at the time and place set and shall identify him/herself, the employee and all other participants, and explain that the purpose of the conference is to hear all sides of the charges so as to protect the employee from erroneous or arbitrary adverse action.
- 4. The conference shall be informal. The purpose shall be to discuss the basis of the proposed action and to reach a fair decision. The Rules of Evidence shall not apply. The employee may bring a qualified representative to assist or advise him/her.
- 5. In order to promote an atmosphere conducive to free and open discussion of the charges and proposed disciplinary action, the parties may not cross-examine unwilling persons - managers or employees. The Superintendent's designee is responsible, however, for gathering information relevant to his/her decision and may therefore, question anyone present in order to gather such information. In this regard, the Superintendent's designee shall ask questions of a party or witness, as requested by either party, in an area that is relevant to the decision.
- 6. The employee shall be permitted to submit relevant information personally and by witness, orally and in writing, with the privilege being reserved by the Superintendent's designee to give that information such weight as s/he deems proper.
- 7. At the conclusion of the conference, the Superintendent's designee shall inform the employee when s/he will decide whether to uphold the proposed disciplinary action

C. Notice of Final Action

- 1. The Superintendent or designee shall notify the employee of his/her decision in writing by personal delivery or by certified mail, return - receipt requested.

- If the decision is to uphold the proposed discipline, the “Notice of Final Action” must be provided to the employee at least three days before the date the discipline is to be effective.
2. The “Notice of Final Action” shall specify the facts relied upon by the Superintendent’s designee in reaching his/her decision and shall refer to the policies, rules, laws or other legal basis on which the action is premised. The notice shall endeavor to place the employee on actual notice of the decision maker’s rationale.
 3. The “Notice of Final Action” shall also describe the employee’s right to have the decision reviewed through evidentiary hearing (see Section 4.04 below) or through the grievance procedure provided in Article 12. The employee shall be provided a form on which s/he may indicate a binding election of one of these two review procedures or a decision not to request a review of the determination contained in the “Notice of Final Action.” The form shall include directions for filing within ten days after receipt of the “Notice of Final Action.” The failure of an employee to file the form within this ten-day period is presumed to be a decision not to request a review of the determination contained in the “Notice of Final Action.”
- D. Period between Notice of Final Action and Effective Date of Action. During the period between the issuance of the “Notice of Final Action” and the effective date of any disciplinary action, the employee shall be expected to perform his/her usual duties without disrupting fellow employees, or other persons, or the employer’s activities. If it is deemed highly desirable or necessary that the employee not continue to perform the same duties in the same location during this period, the Superintendent or designee may temporarily assign the employee to other duties. Alternatively, an employee may be suspended with pay as provided in paragraph 4.03A1.
- E. No Reprisal. An employee who participates in these disciplinary procedures shall not be subjected to reprisal, interference, or coercion as a result of such participation
- 4.04 Post determination Hearing
- A. A permanent employee who is suspended without pay or dismissed and who has participated in a predetermination conference and received a “Notice of Final Action” as described in paragraphs 4.03B and C above shall be entitled to a de novo evidentiary hearing in accordance with the procedures outlined in the Florida Administrative Procedures Act, Chapter 120, and Florida Statutes. An employee must elect in writing to proceed with such a hearing or to proceed with a grievance under Article 12 within ten days of receipt of a “Notice of Final Action” (see paragraph 4.03C3 above). If an employee elects to file a grievance, it shall be filed at Step 2. Alternatively, the employee may choose not to request a review of the determination contained in the “Notice of Final Action.”
 - B. An employee who prevails in a post determination hearing shall be entitled to back pay (less mitigating earnings), other equitable relief (including correction of personnel records), and costs. The amount of any monetary award for back pay shall be determined by the Board, in the exercise of its discretion, based upon the evidence submitted.
- 4.05 Public Reprimand or Criticism. An administrator shall not reprimand or criticize an employee in the presence of the employee’s colleagues, teachers or in the presence of students or the parents of such students. When reprimand or criticism is deemed necessary, it shall be made with discretion and out of public view and hearing.
- 4.06 Personnel Files
- A. An employee shall have the right to review the contents of all records of the Board pertaining to the employee originating after initial employment and to have a representative of the Union accompany him/her in such review. No derogatory material relating to an employee’s conduct after initial employment is to be placed

in an employee's personnel file unless the material pertains to work performance or other matters that may be cause for discipline. An employee shall be provided an opportunity to review and sign such material before it is placed in the file. The employee's signature shall acknowledge that the employee has reviewed the material but shall not be interpreted to indicate his/her agreement with its contents. Complaints against the employee shall be put in writing with names of complainants, administrative action taken, and remedy clearly stated. The employee may respond in writing to any material, including complaints, which response shall be attached to the file copy of the material in question. No anonymous materials shall be placed in the personnel file.

Article V COMPENSATION

- 5.01 Employees shall be compensated only according to the position to which they are assigned as provided in the attached Local 1010 Job Classifications and Pay Grades (Appendix A).
- 5.02 Initial Employment, Placement on Pay Range
 - A. Initial Employment, Placement on Pay Range. Each person employed on or after the date of ratification shall be placed on the appropriate pay range in the following manner:
 - 1. The starting salary for members of the bargaining unit will be at the minimum of the salary range. The salary may increase by up to ten (10) percent, (two [2] percent per year for up to five [5] years' experience/education credit), if the applicant's qualifications exceed the minimum training and experience requirements. Appointment salaries beyond ten (10) percent above the minimum must be approved by the Superintendent and may not exceed midpoint of the salary range.
 - B. Verification of Experience and Education
 - 1. Previous related experience must be verified by the previous employers on company/business letterhead or on a form provided by the Human Resources Department. This verification must include the employer's business name, dates of employment, hours worked weekly, job title, type of work performed, and a notarized authorizing signature. (The school seal may be used when experience was within a school system.) If the business is no longer in existence, Human Resources will consider W-2 documents that provide proof of income that can aid in quantifying years of experience. Verification of previous work-related experience or education must be received in Human Resources within one hundred twenty (120) days of the date of hire for salary credit consideration.
 - 2. Credit for previous OPS experience will be granted on a year-for-year basis. For credit purposes, a year of OPS experience is equivalent to 2,016 hours.
 - 3. All higher education must be verified by official transcript from a regionally accredited college or university.
- 5.03 Changes in Salary
 - A. Promotion. A promotion occurs when an employee moves from a position in one classification to another position in a different classification that is assigned a higher pay range. Upon promotion, the employee is provided an increase of no less than ten (10) percent of base pay or to the minimum of the new pay range. In no case will an individual's base pay be less than the minimum of the pay range for the position to which the employee is promoted.
 - 1. Change in Pay Grade

Upon an employee covered by this agreement being assigned to a higher pay grade or pay range, that employee shall be provided with no less than (10%) of their base pay or the minimum of the new pay range or pay grade, whichever is greater.

B. Demotion

1. A demotion occurs when an employee moves from a position in one classification in one pay range to a position in a classification at a lower pay range.
2. Voluntary Demotion. The base pay for an employee who accepts a voluntary demotion or requests a demotion will ordinarily be established by reducing his/her base pay by ten (10) percent but, in extraordinary instances, may be otherwise established in consideration of the factors described in paragraph 5.02A above. If such base pay reduction results in the employee's base hourly pay exceeding the maximum of the pay range of the position to which the employee is demoted, the employee will not receive annual pay raises until the employee's base hourly pay is at or below the pay range maximum. Additionally, the base hourly pay of an employee requesting or accepting a voluntary demotion will not be lower than the minimum of the pay range of the position to which demoted.
3. Involuntary Demotion. An employee who is demoted for cause shall receive a fifteen (15) percent reduction in base pay. If such base pay reduction results in the employee's base hourly pay exceeding the maximum of the pay range of the position to which the employee is demoted, the employee will not receive annual pay raises until the employee's base hourly pay is at or below the pay range maximum. Additionally, the base hourly pay of an employee involuntarily demoted will not be lower than the minimum of the pay range of the position to which demoted.
4. Demotion Resulting from Not Successfully Completing a Promotion Probationary Period. An employee who does not successfully complete the six (6) months probationary period in a higher-level classification to which he/she has been promoted (see Section 3.01 D) shall have his/her hourly rate of pay reduced to the hourly rate received in the prior position, adjusted for any negotiated pay increases that may have been implemented during the time served in the position to which promoted.

C. Transfer. A transfer is the assignment of an employee from one position in one classification to another position in another classification within the same pay range. There is no change in the employee's base pay as a result of a transfer.

D. Base pay, referred to in promotion, demotion, or transfer, does not include shift differentials, payments for certificates, lead worker adjustment, pay for work in a higher job classification, or supplements.

5.04 Changes in Position Pay Range or Title

- A. Pay Range Adjustment. When the pay range of an existing job classification is adjusted, employees below the minimum of the new pay range will be placed at the minimum of the new pay range. No employee shall have his/her base pay reduced as a result of a pay range adjustment. Any other adjustments to individual base pay will be at the discretion of the Superintendent and the Board.
- B. Reclassification. Reclassification is defined as changing the classification title, duties, and responsibilities for a particular position when those duties change substantially. When a reclassification occurs and if the pay range changes, employees will be handled as provided under the Pay Range Adjustment provision.
- C. Base pay, referred to in pay range adjustment or reclassification, does not include shift differentials, payments for certificates, lead worker adjustment, pay for work

- in a higher job classification, or supplements.
- 5.05 Additions to Base Pay
- A. Pay for Lead Worker Status. Lead Worker status is assigned when an employee is given supervisory responsibilities over two (2) or more employees in the same classification. An additional five (5) percent of an employee's base pay will be provided to an employee in lead worker status. This status shall be designated by the Board for initial periods of between two (2) and six (6) months; subsequent designations shall be made on a semiannual basis.
- B. Pay for Temporary Work in a Higher Job Classification.
1. Where the assignment or scheduling of work requires an employee to perform in a higher-level classification (higher pay range) to fill a temporary vacancy of an established position, an additional ten (10) percent of an employee's base pay will be provided to an employee who performs in this manner. This action requires approval in advance by the Personnel Services Department. In order to receive this increase, an employee must be working in the higher classification for a minimum of fifteen (15) days and must possess the minimum qualifications required in that classification. Upon return to the previous position, the employee will return to his/her previous base pay plus any Board/Union negotiated increases that occurred during the temporary assignment.
 2. Vacancies exceeding six (6) months in a year must be filled through regular advertising procedures and not through temporary assignment. When these vacancies are filled with a current employee, base pay will be determined using the same considerations as noted in paragraphs 5.03A Promotion, 5.03B Demotion, or 5.03C Transfer.
- C. An employee who, during the summer months, is assigned to work in a position with a lower pay grade shall have his/her normal school year hourly pay rate reduced by ten (10) percent. If the ten (10) percent reduction does not place the employee's hourly pay rate within the pay range of the lower pay grade, the employee's salary shall be reduced to the maximum of the pay range of the summer position.
- D. Less-than-twelve-month employees who are appointed to work in excess of ten (10) months, excluding the summer school session, shall receive full benefits during their extended period of employment.
- 5.06 Bus drivers shall be paid for all hours worked completing assigned duties, as recorded on the District's timekeeping system which employees shall be required to use.
- 5.07 Automobile Allowance. An employee covered by this contract who is required to use his/her automobile for Board business shall be compensated for such travel at the current rate established by the Board. Such mileage reimbursement shall not include routine travel to or from the employee's home and the regularly assigned work location (base). If an employee is temporarily assigned a work location other than the base, the employee shall be reimbursed for the shorter of (a) the distance from the employee's base to the temporary work location or (b) the distance from the employee's home to the temporary work location. In order to receive mileage reimbursement, the employee must complete the proper forms and have the proper authorization as provided in School Board policy.
- 5.08 Overtime and Premium Pay
- A. Overtime – General Policies
1. It shall not be the general policy of the Board to have its employees work frequent or consistent overtime. However, when an employee is directed by his/her supervisor to work overtime, defined as those hours worked beyond forty (40) worked in a workweek, the employee shall be compensated for up to twenty (20) hours of such overtime at a rate of one and one-half times the employee's normal rate of pay. For all overtime hours that exceed twenty (20) within a workweek, the employee shall be compensated at a rate of two (2) times the employee's normal rate of pay.

2. Monetary payment for overtime shall be subject to approval by the Superintendent or designee whose decision is final and not grievable. Where monetary payment is not approved, the supervisor must provide for compensatory time at the appropriate rate, i.e., time-and-a-half or double time. If compensatory time exceeds the maximum number of forty (40) hours established in Board policy and procedures at the end of the calendar year, all hours in excess of forty (40) will be paid in a monetary payment.
3. A supervisor may not unilaterally alter an employee's workweek to avoid overtime (however, an employee's schedule during a workday may be adjusted on an infrequent basis due to unanticipated changes in the scheduling of assigned duties).
4. Use of Compensatory Time. An employee who has accrued compensatory time and requests use of the time must be permitted to use the time off within a reasonable period after making the request, if it does not unduly disrupt operations. Employees' approved earned compensatory time shall be carried forward from one year to the next provided it does not exceed the maximum number of hours established in Board policy and procedures. Employees may use accrued compensatory time in lieu of sick or annual leave.

B. Premium Pay

1. Holiday Pay. In the event that an employee is required to work during one of the nine (9) District-recognized holidays as stated in Section 7.22, the employee shall be compensated at a total rate of two (2) times the employee's normal rate of pay for the hours worked in this capacity, including any regular pay that an employee may otherwise receive for the holiday, regardless of the hours worked during that workweek. For example, if an employee with a regular hourly rate of pay of \$10 is assigned to work on Thanksgiving Day and Thanksgiving Day is a paid holiday for that employee, the employee would receive additional compensation in an amount of \$10, or one hour of compensatory time, for each hour worked. The employee would also receive his/her regular pay for Thanksgiving Day. If Thanksgiving Day is not a paid holiday for the employee, the employee would receive additional compensation in an amount of \$20, or two (2) hours of compensatory time, for each hour worked.
2. Winter and Spring Break. Employees who voluntarily accept an opportunity to work in a District program offered during the winter or spring break period (other than on a day designated as a District holiday in paragraph 1 above) shall receive their regular rate of pay for such assignment. Employees who would otherwise not be required to report to work during these periods but who are assigned during all or a portion of these periods (other than District-recognized holidays as described in paragraph 1 above) to meet urgent District needs shall be compensated at a total rate of one and one-half (1.5) times the employee's normal rate of pay for the hours worked, regardless of the hours worked during that workweek. For example, if an employee with a normal hourly rate of pay of \$10 per hour is required to work on a day that is already paid during one of these periods, the employee would receive additional compensation in the amount of \$5 or a half hour of compensatory time for each hour actually worked. However, if the day required to work is not a paid day during one of these periods, the employee would receive compensation in the amount of \$15 per hour or 1.5 hours of compensatory time for each hour actually worked.
3. Emergency Pay
 - a. In the event that employees are required to respond to emergency calls outside the normal workday (except for those extraordinary circumstances involving natural and other disasters that would entail the

closing of schools and other District facilities that are addressed in paragraph b below), employees shall receive compensatory time equal to an amount that is two times the number of overtime hours worked in this capacity beyond forty (40) hours worked in that workweek. Emergency calls for this purpose include only those calls that require an employee to return to a work site to address a bona fide emergency after leaving the site at the end of the regular workday.

- b. In the event of a natural or other disaster, including severe weather that threatens life and property, that causes one or more District worksites to be closed by the Superintendent the following pay policy shall apply to those employees authorized by the Superintendent to work during such circumstances. This policy shall be in effect only during the period identified by the Superintendent. Employees required to work during such period shall be compensated at a total rate of two (2) times their normal hourly rate of pay for each hour actually worked. For example, if an employee with a normal hourly rate of pay of \$10 is required and authorized by the Superintendent to work during such designated day(s) and those days were already scheduled/paid days for the employee, he/she would receive additional compensation in the amount of \$10, or one (1) hour of compensatory time, for each hour actually worked, for a total of \$20 when combined with his/her regular pay. If the designated day(s) are not scheduled (paid) days for the employee, the employee would receive compensation in the amount of \$20, or two (2) hours of compensatory time, for each hour worked.

C. On Call/Call Back

- 1. Employees who are assigned to stand-by and required to respond to emergency calls shall be paid as follows:
 - a. Employees who are on call during a regular work weekday shall be paid one-and one-half hours for compensatory time for each day they are given this assignment.
 - b. Employees who are on call weekends and holidays shall receive two (2) hours of compensatory time for each day they are given this assignment.
- 2. Time spent in responding to calls that is more than nominal, as well as time spent returning to the work site, is compensable as work time. All employees who are called in to work and report to a work location are to be paid a minimum of two (2) hours, even if the time actually worked is less than two (2) hours. Employees who are not assigned on call and who receive work-related phone calls outside of their regular work hours, will be compensated for the length of the phone call rounded to the nearest fifteen (15) minutes, except for “de minimis” calls that are infrequent and last an insignificant amount of time.

5.09 Retirement Incentive

- A. In the fiscal year when an employee first becomes eligible for normal retirement, ten (10) percent of his/her annual salary, excluding supplements, shall be added to his/her annual salary provided that s/he:
 - 1. Completes the necessary procedures through the LCS Retirement Office four (4) calendar months prior to the expected “normal” retirement date, and;
 - 2. Resigns effective any date during the fiscal year.
 - 3. Understands this sum will be paid in his/her last check.
- B. For the purpose of this section, the phrase “normal retirement” shall mean retirement as defined in Section 121.021(29) Florida Statutes.
- C. An employee who elects to participate in the Deferred Retirement Option Program (DROP) shall not be eligible for the retirement incentive.

- D. Employees who do not complete the necessary procedures within the required timeframe listed above will not be eligible for the Retirement incentive.
- 5.10 Staff Development
Employees who are required to participate in staff development that is outside their regular workday will be compensated at their regular hourly rate of pay, including overtime where applicable.
- 5.11 Staff Development Incentive
- A. When an employee receives a “meets expectation” annual evaluation, meets other eligibility criteria as provided in School Board Procedure B-5, and submits documentation of his/her successful completion of a 150 hours (100 hours for employees appointed to fewer than 212 days per year) of credit for activities that strengthen the employee’s job-related skills and knowledge as agreed by the employee, his/her supervisor, and department head, the employee shall be given a one-time, lump-sum payment equal to three (3) percent of his/her base annual pay rate. The payment shall be made after the employee timely submits all completed paperwork to the Staff Development Office. Such payment shall be limited to one every three (3) years for the employee’s successful completion of either a 150-hour program (100 hours for employees appointed to fewer than 212 days per year) or his/her degree program (see below.) No more than four (4) such payments shall be granted during an employee’s employment with the District
- B. Any Staff Development hours/credits earned in excess of the 150 hours (or 100 hours where applicable), not to exceed 30 hours (not to exceed twenty (20) hours for employees appointed to less than 212 days per year), shall be applied to the next training period. When an employee receives a degree from an institution of higher education accredited by a regional accrediting body, including the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Western Association of Colleges and Schools (WACS), Northwestern Association of Colleges and Universities (NWACU), Higher Learning Commission (HLC), New England Commission on Higher Education (NECHE), the Accrediting Commission for Community and Junior Colleges (ACCJC), and the Middle States Commission on Higher Education (MSCHE) when a degree program is determined by the employee’s supervisor and department head to strengthen the employee’s job-related skills and knowledge, the employee shall be given a one-time, lump-sum payment equal to three (3) percent of his/her base annual pay rate. This payment shall be limited to one every three (3) years for the employee’s successful completion of either his/her degree program or the Staff Development Incentive Program (see Section 5.11 A, above). No more than four (4) such payments shall be granted during an employee’s employment with the District.
- 5.12 State of Florida License Examination
- A. Employees who pass a State of Florida recognized Master’s Examination in the following trades shall receive a permanent salary increase of \$1,200:
- Carpenter - General or Builder License;
 - Electrician - State-Proctored Master’s Exam;
 - HVAC - Class A Mechanical License;
 - Locksmith - Master’s Certificate;
 - Plumber - State Master’s Exam;
 - Welder - Mechanical License
- 5.13 Bus Mechanics and Mechanic Assistants will receive a yearly tool allowance of \$475. The District will purchase an appropriate number of sets of specialized tools for use by mechanics in working on nonstandard equipment.

- 5.14 Uniforms
- A. Mechanics, Mechanic Assistants, Parts Department personnel, and custodians in the Transportation Department will be provided uniforms at no cost to the employee. All Maintenance Department employees will be issued five (5) sets of uniforms that will be replaced on a one-for-one basis as worn-out uniforms are turned in. Grounds employees shall be provided heavy coveralls for use during the winter months at no cost to the employee.
 - B. Employees in the Food Service Department and Materials & Stores and Property Management Department may be issued uniforms. If a uniform is issued, it shall be worn during an employee's assigned work hours and shall be maintained in a neat and clean appearance. Three (3) uniforms shall be provided to each employee during each school year. An employee may purchase additional uniforms through the vendor supplying the District with such uniforms.
 - C. The Board will provide all bus drivers, bus aides with five (5) suitable shirts, and one (1) fleece jacket to be worn while on duty. Upon research and vendor selection, the Board will also provide all Bus Drivers and Bus Aides with two (2) pairs of khaki pants/or skirts to be worn while on duty. Uniforms will be replaced on a one-for-one basis as worn-out uniforms are turned in.
- 5.15 Maintenance Department employees and transportation personnel working in the garage who are required to work afternoon or night shifts shall have their hourly wages increased by fifty (50) cents per hour. Afternoon or night shifts are defined as those work shifts starting after 12 noon. Selection of employees for shift assignments in maintenance and transportation, for other than normal daytime work shifts, shall be based upon a combination of seniority, attendance, and performance as determined by written annual evaluations. The assignments of regular transportation routes and field trips are exempt from this provision. Available overtime assignments for transportation employees working in the shop/garage shall be communicated in writing or electronically to employees at the site where the work is available at least forty-eight (48) hours in advance where feasible. In selecting employees for such assignments, the supervisor shall use the following criteria: seniority in the transportation shop/garage, employee interest and availability, similarity of the overtime assignment with an employee's regular duties, prior employee overtime opportunities, and employee reliability based on regular work assignments and prior overtime assignments
- 5.16 All Food Service employees, chief mechanics, mechanics, assistant mechanics, and transportation parts personnel employees who have already passed, or in the future pass, up to four (4) approved job-related certificated training programs, shall receive a thirty-five (35) cents per hour pay increase for each certificate earned. Eligible certificated training programs shall be as follows: From the National Institute for Automotive Service Excellence (ASE):
- Automobile Heating and Air-Conditioning
 - Automotive Parts - Diesel/Gas
 - Medium/Heavy Truck Brakes
 - Medium/Heavy Truck Diesel Engines
 - Medium/Heavy Truck Drive Trains
 - Medium/Heavy Truck Electrical Systems
 - Medium/Heavy Truck Gasoline Engines
 - Medium/Heavy Truck Suspension and Steering
 - School Bus Training Programs and Certifications that are comparable to those listed above for Heavy Truck
- From the Florida Association of Pupil Transportation (FAPT):
- FAPT Master Repair Technician Test
- From the Florida Department of Education (DOE):
- DOE School Bus Inspector/Trainer
- From the School Nutrition Association Program:

From District Approved Compressed Natural Gas Training Facilities Training taken to achieve certification shall not be counted towards additional compensation opportunities outlined in Section 5.11. The thirty-five (35) cents per hour pay increase shall be provided effective the beginning of the pay period following the date on which an employee furnishes the Personnel Services Department with a copy of the initial certificate or a renewed certificate. If an employee's certificate expires, the employee shall ordinarily be given a 40-day period from the expiration date to provide the Personnel Services Department with a renewed certificate; the thirty-five (35) cents per hour increase shall remain in effect during this extension. If a renewed certificate is not provided within the 40-day period, the thirty-five (35) cents per hour increase will be forfeited unless and until a renewed certificate is provided to Personnel Services. As an exception, if the required test is not offered within the 40-day period, the employee shall provide Personnel Services with a written notice of the next test date on agency letterhead within ten (10) days of the expiration date of the certificate. The employee shall then provide Personnel Services with a copy of the renewed certificate within twenty (20) days of the test date. Failure to do so shall result in the forfeiture of the 35 cents per hour increase unless and until the employee provides Personnel Services a renewed certificate. Employees receiving hourly pay increases for completion of approved job-related certificated training programs who are transferred out of the job shall forfeit the pay increases as of the date they start their new position.

- 5.17 Cashier Supplement. Employees appointed as Food Service Assistant, Baker/Cook, Assistant Cafeteria Manager, or Cafeteria Manager, who have successfully completed the following conditions will be paid a supplement of \$275 annually, distributed as \$27.50 monthly in the September through June paychecks, for their assignments as a cashier.

- Employees shall be given the opportunity to indicate their interest in this assignment; and
- Employees must qualify themselves for this assignment by satisfactory completion of training and testing provided by the Nutrition Services office; and
- Employees are to be assigned these supplemental responsibilities at the discretion of the District for a period of no more than one school year. Employees who wish to qualify themselves for subsequent cashier assignments must successfully complete supplemental training as provided by the Nutrition Services office.

- 5.18 Apprenticeship. An employee holding an assistant position with the Board for four (4) years or more and who passes a proctored state exam shall move from the salary classification of an assistant to the appropriate trade classification (treated as a promotion). When the next vacancy occurs within the same trade's classification, the position shall be advertised as an assistant.

- 5.19 Bonuses and Incentives.

- A. The parties acknowledge that schools may use Florida School Recognition Program funds to provide bonuses to employees upon approval by the school's staff and advisory council (see Section 1008.36, F.S.)
- B. If a school or other work site proposes to provide employees with bonuses from its available funds (other than Florida School Recognition Program monies as described in paragraph A above), such proposal must first be approved as a waiver by the School Improvement Central Council and then the Union Executive Board. For purposes of consideration by the Central Council of such a proposal, a Union representative chosen by the President shall participate in the deliberation of the Central Council.
Upon approval of the waiver by the Central Council and the Union Executive Board, the proposal shall be forwarded to the Superintendent for recommendation to the School Board for approval or disapproval.

(In the event that a Baker/Cook performs the duties of an Assistant Cafeteria

Manager, he/she shall receive an additional 10% of base salary per Article 5.05 of the CBA or the minimum of pay grade 31, whichever is higher).

The parties hereby agree that new Manager I hires have an 18-month training period to acquire all necessary skills and ServSafe Certification, failure to acquire the necessary skills and ServSafe Certification may result in demotion. The parties hereby agree that all Managers, Assistant Managers and Bakers/Cooks will be afforded opportunities to attend classes and that study materials shall be made available to these employees in preparation for testing and that these employees be afforded an opportunity to test initially at the District's expense.

The parties agree to pay Managers, Assistant Managers or Bakers/Cooks a .35 per hour supplement for successfully attaining and maintaining ServSafe Certification.

- C. Nutrition Services managers will be paid a supplement of \$500 annually when the cafeteria managers have an after-school meal program. This supplement would be offered only to managers that have after-school programs. If the school discontinues the after-school program then the supplement would stop. Likewise, if the manager transfers to a different school that does not have an after-school program, then again, the supplement would stop.
- 5.20 In the event that the Board provides a wage increase to any or all of the other four (4) classification and pay plan groups (LESPA, Exempt, Administrators and LCTA), the same percent of wage increase provided to any of these groups shall be provided to employees in the Local 1010/IUPAT bargaining unit as a wage increase. It is understood that this does not apply to any increase that is mandated by legislative action.
- 5.21 Paychecks.
- A. The District will provide pay to employees through direct deposit of the amounts owing to them each payday into an account at a financial institution as designated by the employee.
 - B. Reasonable measures will be taken by the site administrator to ensure the privacy of information contained in employee paychecks and other pay records.

Article VI INSURANCE

- 6.01 Health Insurance
- A. The Board will make a group health insurance program available to eligible employees. An employee must work at least 17.5 hours per week in order to be eligible for insure benefits and must have 5 days of pay in a pay period for benefits to be payroll deducted. The Board shall contribute the following percentages of the premiums charged by each of the health care plans, including the premium for mental health care, offered by the District through its health care program:
 - 80 percent of the individual coverage premium; and
 - 60 percent of the two-person and family coverage premium
 - B. Two-Employee Coverage
 - 1. Two-Employee/Two-Person Coverage. Each employee covered under two-employee/two-person coverage shall pay the individual employee's cost for single coverage.
 - 2. Two-Employee/Family Coverage. Each employee covered under two-employee/two-person coverage shall pay the individual employee's cost for single coverage.

- C. The Board will provide for the payment of premiums by payroll deduction for employees for such plan. The Board health insurance contribution shall be made in ten installments.
- 6.02 Life Insurance. The Board will provide eligible employees a term life insurance policy in the amount of \$30,000 which will be without cost to the employee. Employees who are 70 – 74 years old will have a policy in the amount of 19,500 and employees who are 75 and above will have a policy in the amount of 15,000. The group term life insurance amount reduces with age.
- 6.03 Other Deductions. The Board may provide voluntary payroll deductions for other programs it determines to be of benefit to employees. They may include, but not be limited to, programs such as Credit Union, Tax-Shelter Annuity, LCS FlexPlan, additional insurance plans, etc.
- 6.04 Benefits Committee. A committee shall be established to evaluate the current benefits program and review proposed changes to such program. This committee shall monitor the current plan and recommend to the Superintendent and the Union any changes it determines are necessary. The insurance committee shall consist of at least one Union appointee.

Article VII LEAVES

- 7.01 Regular employees shall be credited with four (4) days of sick leave at the end of the first full calendar month of employment of each contract year and thereafter credited with one additional day of sick leave at the end of each full calendar month of employment; such time shall not be used prior to the time it is earned and credited to the employee. Sick leave is accrued at the end of the month proportional to the number of scheduled work hours per day. Each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment.
- 7.02 If an employee terminates employment prior to earning sick leave days that have been used, a deduction will be made from his/her final check for the overused sick leave.
- 7.03 Bus drivers and Food Service workers employed for the full summer session will earn six (6) hours of sick leave.
- 7.04 An eligible employee who is employed on or before the fifteenth (15th) day of a month and who meets the requirement of Section 7.05 below will be credited with a day of sick leave at the end of that month. An employee who terminates before the fifteenth (15th) day of a month will not be credited with a day of sick leave for that month.
- 7.05 An eligible employee must be in pay status for at least one-half of the hours for which the employee is appointed during a pay period in order to accrue sick leave during that pay period.
- 7.06 There is no limit on the number of sick leave days an employee may accrue.
- 7.07 Sick Leave Transfer. An employee may transfer earned sick leave to any designated person who is also employed by the District under the provisions of District Policy 4430.03 and/or related procedures.
- 7.08 When used in this article, “day” shall mean the number of hours an employee is normally scheduled to work in a day.
- 7.09 Credit for Sick Leave Previously Earned – Other Employers or Prior District Service.
 - A. Employees may be credited with sick leave that has been earned while employed by a State of Florida agency, a Florida college, Florida university, Florida public district school board, or Florida charter school, provided there is reciprocity between the two agencies and at least one-half of the leave is established while employed by the Leon County School District. Sick leave may be transferred to the District only if written request for such transfer is submitted to the District within one-hundred twenty (120)

calendar days of initial employment with the District. New and current employees shall be provided written notification of these deadlines.

- B. A person who resigns and returns to active employment will be able to pick up accrued days earned in previous employment with the Board and carry it

forward, provided the person has not been paid for these days or had the days transferred to another agency. The employee has to return to the District within 24 months of resigning in order to pick up previously accrued days.

7.10 Payment for Accumulated Sick Leave.

- A. At the time of an employee's normal retirement, at the time of an employee's participation in the Deferred Retirement Option Program (DROP), or on the occasion of payment to his/her beneficiary should service be terminated by death, an employee will receive terminal pay for accumulated sick leave pursuant to the following:

1. During the first three years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
2. During the next three years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
3. During the next three years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
4. During the next three years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
5. During and after the 13th year of service, the daily rate multiplied by 100 percent times the number of days of accumulated sick leave. "Normal retirement," as used in this section, shall mean as defined under any plan established by the Legislature with either full or reduced benefits as provided by law.

- B. An employee who participates in DROP will receive pay for accumulated sick leave as indicated in paragraph A above. The rate of pay for such leave shall be based upon the base salary rate of the employee at the time payment occurs. Such leave shall be paid in equal annual installments in each of the years in DROP. The first payment will be made following receipt of the audited leave record from the end of the month immediately prior to entering DROP. Subsequent payments will be made following receipt of the audited leave record from the end of the month immediately prior to the retirement (DROP) anniversary date. Actual dates of these payments will depend upon the date the audited leave records become available.

7.11 Request for and Granting of Sick Leave. An employee's request for sick leave shall be made in accordance with Section 7.24. Sick leave shall be granted for an employee's illness or that of any immediate member of the family. (Immediate members of the family shall be interpreted to include: spouse, grandparents, parents, sisters, brothers, children, and grandchildren of both the employee and the spouse of the employee.) Sick leave shall also be granted for death or serious illness of any member of the larger family group.

7.12 Verification of Sick Leave.

- A. The site administrator/supervisor shall be responsible for verifying each day of sick leave. An employee may be asked to verify such leave in accordance with paragraph 7.26A.
- B. If an employee has been unable to submit a request for sick leave prior to leaving the work site in accordance with Section 7.24, the employee shall notify the site administrator/supervisor of his/her absence due to illness as soon as possible and shall then submit the necessary leave request form to the site administrator/supervisor within three (3) days following the employee's return from such leave (or sooner if necessitated by a payroll deadline). If such period of sick leave exceeds ten (10) days, the employee shall, upon request, submit a completed leave form(s) provided by the site administrator as soon as possible

- 7.13 Sick Leave Use for Personal Reasons
- A. Employees are entitled to six (6) days leave each year for personal reasons that are to be charged to accrued sick leave. These days are not cumulative. Requests for personal leave under this section must be filed with the employee's immediate supervisor at least two (2) days in advance of the leave being taken. A request for personal leave need not be granted when fifteen (15) percent or more of the total number of employees in a cost center or similar unit (but no less than one employee) have been authorized to be absent, or would be authorized to be absent as a result of granting such a request, on the day(s) that the personal leave is requested. In applying this provision, leave requests that have already been approved shall take priority over those submitted at a later date.
 - B. Employees are entitled to use two (2) of the six (6) days of personal leave as described in paragraph A above each year for a bona fide emergency that could not be foreseen by the employee at least twenty-four (24) hours in advance.
 - C. Personal leave may not be used the day before or the day after a scheduled vacation or holiday period without the approval of the employee's immediate supervisor.
- 7.14 Bereavement Leave
- A. A full-time employee who has completed a six-month probationary period in an appointed position will, upon a request submitted in accordance with the provisions of Section 7.24, be credited with three (3) days paid bereavement leave in the event of a death in their immediate family. Immediate family is defined as a spouse, parent, sibling, child, grandchild, grandparent, or their in-law or step-relative counterparts.

Employees will be credited with the three (3) days paid bereavement leave on a fiscal year basis. Bereavement leave is not cumulative. An employee may use up to three (3) days of other leave s/he may have accrued (sick, annual, or compensatory) for one or more subsequent deaths in the employee's immediate family if the employee has already exhausted the employee's three days of bereavement leave during a year. Employees will not be paid bereavement leave for days not scheduled to work (i.e., sick leave, annual leave, leave without pay). Employees are required to provide a copy of the obituary or other satisfactory document to be attached to the leave request form. Bereavement leave ordinarily is to be used within twenty (20) days of the death of the family member, unless the employee documents a legitimate reason to extend this period.
 - B. If the destination of the funeral is over two-hundred and fifty (250) miles away an additional two (2) days may be added for Bereavement Leave.
- 7.15 Workers' Compensation – Leave and Benefits
- A. An employee unable to perform any duties as a result of an injury received in the course and scope of employment as defined in Section 440.02, F.S., shall receive up to fifteen (15) days of injury-in-line-of-duty leave in lieu of receipt of Workers' Compensation indemnity benefits on the condition that the employee complies with the provisions in the following paragraphs. Such leave shall not reduce the employee's accumulated leave. As an exception to the 15-day leave limitation, an employee whose injury results from an act of violence inflicted upon him/her by a student or parent in the course and scope of employment shall receive up to ninety (90) days of injury-in-line-of-duty leave.
 - B. In the event of an injury as described in paragraph A, the employee shall immediately notify the site administrator or his/her designee of the injury and complete a written leave request and Notice of Injury form with the Risk Management Office. In an emergency, the notice and written leave request shall be provided as soon as the employee is medically capable to do so. Risk Management Office staff shall come to the work site or to a medical facility to facilitate the employee's timely completion of the Notice of Injury form when feasible. The employee shall also, as soon as possible, provide a doctor's certificate from a

medical provider approved by the District stating that the injury was, in his/her opinion, sustained or contracted during the course of employment. A list of currently approved medical providers shall be maintained at each work site.

- C. If an employee is unable to resume duties at the end of the 15-day (or 90- day) period of injury-in-line-of-duty leave, such leave shall also be used for that portion of the employee's contracted employment period compensated from Workers' Compensation indemnity benefits. The employee may also, while in this status, use any accrued leave to supplement Workers' Compensation indemnity benefits to remain in pay status as it existed prior to the injury. Under no circumstances shall an employee be entitled to receive combined benefits from the District and Workers' Compensation exceeding 100 percent of the employee's average weekly salary. The employee also shall not accumulate leave on that portion of salary received through the provisions of Workers' Compensation.
- D. The Board may grant, at its sole discretion, additional injury-in-line-of-duty leave to an employee who is unable to resume duties and who has no accrued leave with which to supplement Workers' Compensation indemnity benefits as described in paragraph C above. Written application for such additional leave shall be made through the Superintendent
- E. An employee (or representative) claiming an injury in the course and scope of employment shall follow to the best of his/her ability the treating physician's instructions and provide timely copies of treatment records and correspondence provided by the physician, cooperate with any assigned rehabilitation or vocational personnel, and cooperate with Board staff in their employment placement. Employment placement shall include light-duty assignments and any other appropriate efforts to return the employee to active duty within physical restrictions assigned by the authorized physician.

7.16 Leave for Contracting a Communicable Disease at the Work Site

- A. An employee who has contracted a communicable disease that is substantially likely to have been contracted at his/her work site shall be authorized to receive up to three (3) days of leave per fiscal year for such illness.
- B. In order to qualify for instructional work-site related illness leave, the following conditions shall be met:
 - 1. The employee has filed a claim with the site administrator on the appropriate form within three days upon return to work;
 - 2. The site administrator must attach a statement to the leave form providing information in support of his/her determination that there is a substantial likelihood that the employee's disease was contracted at the work site (the site administrator may require that the employee provide a doctor's certificate as part of such supporting information). In this regard, the disease must be one that is ordinarily transmitted in a densely populated setting such as a school (examples include pink eye, ringworm, and lice) and for which the incidence of contagion at the school is considerably higher than in the general population at the time the disease is contracted. The common cold, influenza and Covid-19 are not included among the contagious diseases for which this leave is granted; and
 - 3. The employee is not eligible to receive Workers' Compensation benefits.
- C. Leave provided under this section is not cumulative.

7.17 Court Appearances

- A. An employee shall be granted full pay and benefits for appearances in court under the following circumstances:
 - 1. Summoned to appear as a juror,
 - 2. Summoned to appear as a defendant or a witness in an action arising out of and in the course of his/her employment with the Board, or
 - 3. Summoned to appear as a witness in any civil or criminal action in which the

- employee is not the defendant or the plaintiff.
- B. Any payments received from the court for such appearances may be retained by the employee. An employee dismissed from jury duty or excused from the stand prior to the end of his/her workday shall return to work that day
- A. It is the responsibility of the employee to secure documentation for such appearances at the time of service. This documentation is to be submitted to the work site with the appropriate leave request within two (2) days of appearance or service as a juror.
- 7.18 Military Leave
- A. Leave for Military Duty. Regular full-time employees who are members of the reserve in the United States Armed Forces or members of the National Guard or Naval Service shall receive remuneration up to a maximum of seventeen (17) days during absence from their regular work assignment during any work year if ordered by the Armed Services or National Guard to report for temporary duty. As a condition of granting military leave, the employee must provide certification from the military unit that equivalent training could not be performed during the employee's non-work time. At the sole discretion of the Board, employees who are called to active military service may be granted thirteen (13) additional paid leave days up to a maximum of thirty (30) days paid military leave during any work year. For the purpose of administering military leave, a work year shall be defined as beginning October 1 and ending September 30 of the following year.
- B. Military Caregiver and Qualifying Exigency Leave. An employee who is a caregiver of a relative who suffers serious injury or illness during active military duty or who has a qualifying exigency as a result of a family member being on active duty in the National Guard or Reserves in support of a contingency operation, may qualify for a category of FMLA leave as described in District Policy 2.14(6) (b) 4b&c. Note: this leave entitlement is for unpaid leave but an employee may use his/her accrued leave to remain in pay status during the approved leave period.
- 7.19 Temporary Duty. Temporary duty assignments shall apply to any person who is:
- A. Sponsoring or participating in a school-sponsored activity.
- B. Sent to an out-of-county meeting by the Superintendent, or another authorized county official, to represent Leon District.
- C. Loaned to another county for special assignment, such as evaluations or plant surveys.
- 7.20 Leon District will not pay for any trip that is paid for by another organization.
- 7.21 Annual Leave
- A. All employees appointed to a position authorized for twelve (12) months per year earn annual leave.
- B. Annual leave is accrued while in the 12-month position at the following rates:
- | Years of Service | Days per Month | Total Days per Year |
|---------------------------------|----------------|---------------------|
| 0-5 (1 thru 60 months) | 1 | 12 |
| 6-10 (61 thru 120 months) | 1.25 | 15 |
| 11-above (120 months and above) | 1.50 | 18 |
- C. An eligible employee must be in pay status for at least one-half of the hours for which the employee is appointed during a pay period in order to accrue annual leave during that pay period.
- D. Annual leave may be accumulated up to a maximum of forty-five (45) days. "Days" shall mean the number of hours an employee is normally schedule to

work in a day. The administrative head of each school or department should make every effort to ensure that annual leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation. In those instances when an administrator is unable to allow an employee to use annual leave on a current basis, the employee may continue to accrue leave beyond the forty-five (45) days maximum. However, annual leave earned in excess of the forty-five (45) days must be used during the calendar year or forfeited at the close of the workday on December 31 of each year.

- E. An employee's request for annual leave shall be made in accordance with Section 7.24.
- F. An employee, upon separation from the District for any reason, shall be paid for annual leave accrued, not to exceed 45 days, as of the date of separation at the employee's base rate of pay on that date.
- G. An employee who enters the Deferred Retirement Option Program (DROP) shall be paid for accrued annual leave, up to forty-five (45) days, at the time the employee enters DROP. Such leave shall be paid at the employee's current hourly base rate of pay at the time the employee enters DROP. A DROP participant who is in a position authorized to earn annual leave as indicated in paragraph 11.15A above shall earn annual leave as indicated in this article. Annual leave accrued during DROP participation, up to forty-five (45) days, shall be paid at the employee's current hourly rate at the time of termination.

7.22 Paid Holidays

- A. All 12-month employees will receive at least nine (9) paid federal holidays during the fiscal year. The dates of such holidays shall be determined by the Board. Should the Board grant additional holidays to non-bargaining unit members, these additional days shall also be granted to 12-month employees in this unit. Employees who are not in paid status on the day preceding a holiday will not receive pay for the holiday period.
- B. Less-than-12-month employees will receive five (5) paid federal holidays during the fiscal year. The dates of such holidays shall be determined by the Board. Employees who are not in paid status on the day preceding a holiday will not receive pay for the holiday period.

7.23 Unauthorized Leave

- A. Unauthorized leave is defined as nonperformance of those duties and responsibilities assigned by the District and its representatives including all duties and responsibilities as defined by statute, rules of the State Board of Education, and policies, rules and procedures of the School Board. Such unauthorized leave includes, but is not limited to, collective refusals to provide service, unauthorized use of sick or other leave benefits, and nonattendance at required meetings. An employee is deemed to be on unauthorized leave when the employee is absent from required duties without having obtained the necessary approval for such absence under the provisions for appropriate leave as elsewhere provided in this contract or other District leave policies and procedures.
- B. Unauthorized leave shall constitute a breach of contract and, therefore, may result in loss of salary or such other disciplinary action as may be deemed appropriate. Unauthorized leave may also constitute an abandonment of position under the provisions of Section 7.25.

7.24 Submission and Approval of Leave Request. An employee's request for leave of absence with or without pay shall be submitted to the site administrator or designee at least two (2) days prior to the proposed beginning date of the leave and approved by the site administrator or designee prior to the leave being taken, except in the case of an extreme emergency where the employee must be absent prior to receiving approval from the proper authority. When the employee cannot obtain prior approval due to such emergencies, the employee shall notify the site administrator or designee of his/her

absence and submit the required leave request form as soon as possible.

- 7.25 Abandonment of Position. An employee who is absent from the workplace for three (3) or more consecutive workdays without authorized leave shall be considered to have abandoned his/her position and resigned from the District.

- 7.26 Verification of Absence and Excessive Absence.

- A. Verification of Absence. The employee's site administrator/supervisor may require a physician's or other verification as to an employee's claimed reason for absence only after three (3) consecutive days of absence, except under the following circumstances:

- after one or more days' absence if an employee has received prior written notice of excessive absenteeism, or of significant work priorities or unusual staffing pressures that require employee presence at the work site.

Additionally, when information comes to the attention of a supervisor that raises, in a given instance, a reasonable suspicion of misuse of leave, the supervisor may require the employee to submit documentation relevant to the suspected instance of misuse. An employee shall provide the requested verification within five (5) days of the request. If the reason(s) given for the request for leave is (are) found to be erroneous or fraudulent, the employee will be subject to discipline including dismissal.

- B. Excessive Absence. A continued pattern of absence, whether paid or unpaid, that affects an employee's ability to carry out the essential functions of his/her position may result in District personnel action including but not limited to use of the discipline or evaluation process, consistent with the District's obligations under District leave policies and state and federal laws governing workplace accommodations for physical or mental impairments or disabilities.

- 7.27 Policies and Procedures Governing Unpaid Leaves

- A. Unpaid Leaves of Ten Days or Less

1. Employees shall use all accrued paid leave prior to requesting unpaid leave unless an employee has been authorized to take unpaid leave of more than ten (10) days under paragraph 7.27B below or has been authorized in writing by a site administrator or designee to take unpaid leave without exhausting paid leave due to unusual and compelling individual circumstances.
2. An employee may be authorized to take unpaid leave, other than the long-term unpaid leave described in paragraph 7.27B below, only in unusual and compelling circumstances approved by the site administrator or designee such as serious personal or family illness or critical childcare needs. An employee must submit a written request for such unpaid leave specifying the reason(s) for such leave.

- B. Unpaid Leaves of More Than Ten Days

1. An unpaid leave of absence for more than ten (10) days may be granted at the discretion of the School Board, upon affirmative recommendation of the Superintendent, provided that a qualified replacement is available. Except under compelling circumstances, such leave shall not be granted to probationary employees.
2. Application for such leave must ordinarily be made to the site administrator at least forty (40) days prior to its commencement and shall include information regarding the purpose and length of the leave. In the interest of continuity in the instructional program, such leaves shall normally be taken in semester increments or in increments of similar size that are more appropriate to a non-instructional calendar where the employee works in such a unit.
3. Leave granted under this section shall be limited to two (2) years within a five (5) year period with the following exception: An employee who wishes to

serve in public office may request an exception to the two- year unpaid leave limitation in accordance with the provisions of this section.

4. Reasons for such leave shall include personal health problems, including rehabilitation and regeneration. Employees may accept gainful employment during such leave to include but not be limited to the Peace Corps, religious reasons, Vista, and work with other government agencies. An employee granted a leave under this section shall notify the site administrator in writing of his/her intent to return or to seek additional leave as follows:
 - For leaves granted for the first semester, during the period from October 15 through November 15; or
 - For leaves granted for the second semester or one school year, during the period from February 15 through March 15; or
 - For leaves granted for periods other than a semester or school year, during the period from twenty (20) to forty (40) days prior to the end of the leave.

Failure of the employee to so notify the District will be considered as abandonment of position.

5. An employee who wishes to return to active employment status from an unpaid leave granted under this section prior to the approved expiration date of the leave shall submit a written request for this change to his/her site administrator. The site administrator and Superintendent may, at their discretion, recommend such change to the Board.

C. Benefits during Unpaid Leave.

1. An employee granted a leave of absence as provided in this article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing District programs during the leave, provided the entire premiums (Board and employee contributions for such insurance programs) are paid by the employee on a monthly basis in advance of the month due.
2. To the extent permitted by the Florida Retirement System, employees shall be given the opportunity to continue participating in retirement programs. Forms are available from the Florida Retirement System for the employee to purchase such leave time.
3. It is the responsibility of employees to notify the Benefits Department of their intent to continue benefits by making monthly premium payments through the Benefits Department.

- D. Family and Medical Leave. Employees who have been employed by the District for a minimum of twelve (12) months and who have worked at least 775 hours or sixty (60) percent of the hours in the employee's annual appointment, whichever is greater, during the preceding twelve (12) months of employment are eligible to request unpaid family and medical leave. Employees requesting such unpaid leave for serious personal or family illness are entitled to continuing Board contributions to insurance programs for up to twelve (12) weeks. Employees wishing to receive this benefit must identify their leave request as family and medical leave prior to taking the leave and submit completed "Application for Family and Medical Leave" and "Certification of Physician" forms with their leave request. Employees

who do not return to work with the District shall be required to repay the Board contributions made during their unpaid leave.

- E. Military Caregiver and Qualifying Exigency Leave. An employee who is a caregiver of a relative who suffers serious injury or illness during active military duty, or who has a qualifying exigency as a result of a family member being on active duty in the National Guard or Reserves in support of a contingency operation, may qualify for a category of FMLA leave as described in District Policy 2.14(8) (b) 4b&c. Note: this leave entitlement is for unpaid leave but an employee may use his/her accrued leave to remain in pay status during the approved leave period.

- 7.28 Parental Leave. A parental leave of absence without pay shall be granted to an employee for the purpose of preparing for the arrival of, and caring for, the employee's biological or adopted child as follows:
- A. An employee shall be entitled upon written request to a leave to begin at any time between the commencement of a pregnancy or one month prior to the expected date of an adopted child's placement in the employee's home and one year after a child is born or after an adopted child is placed in an employee's home, provided that a qualified replacement is available. The employee shall submit the written request to the Superintendent, through the immediate supervisor, a minimum of thirty (30) days prior to the commencement of such leave, except in the case of emergency, and also indicate the date of its termination. Such leave may be extended for up to one additional year under the provisions of Section 7.27B. Upon return, the employee shall be returned to his/her former position or to a substantially similar position.
 - B. All or any portion of a leave taken by an employee connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave when a physician certifies that the employee is unable to perform her duties. In the event the leave exceeds the employee's allowable paid sick leave, the employee shall be placed on unpaid leave.
- 7.29 Medical Information. An employee may be required to be certified by a physician that the employee is physically capable of safely performing the duties required by the employee's position. An employee may also be required to provide information from his/her medical provider regarding the employee's medical condition and other medical information relevant to the District's staffing needs and its obligations under District leave policies and state and federal laws governing workplace accommodations for physical or mental impairments or disabilities.
- Leave for Domestic or Sexual Violence Situations. An employee may request and take up to three (3) days of leave in any 12-month period if the employee, a family member, or household member is the victim of domestic or sexual violence, upon meeting the conditions described in District Policy 2.14 (8). An employee requesting such leave must first use any paid leave available to the employee (sick, personal, annual, compensatory); if no paid leave is available, the employee may then use unpaid leave.
- 7.30 Leave for Domestic or Sexual Violence Situations. An employee may request and take up to three (3) days of leave in any 12-month period if the employee, a family member, or household member is the victim of domestic or sexual violence, upon meeting the conditions described in District Policy 2.14 (8). An employee requesting such leave must first use any paid leave available to the employee (sick, personal, annual, compensatory); if no paid leave is available, the employee may then use unpaid leave.

Article VIII UNION RIGHTS

- 8.01 Bulletin Boards. The Board agrees to allow the Union to post general Union literature and notices of official Union meetings on bulletin boards in mutually agreeable places designated for employee-related materials. The Union agrees that it will not use these bulletin boards to post materials of a political nature.
- 8.02 Consultation. Representatives of the parties will meet upon the written request of either party during the term of the Contract for the purpose of reviewing the administration of the Contract and to resolve problems that may arise. These meetings are not intended to bypass negotiations or grievance procedures.

8.03 Temporary Duty for Union Activities.

- A. Employees who are official participants in collective bargaining, grievance meetings, or other union-related business meetings with the Board or its designated representatives shall be granted temporary duty for the purpose of conducting those activities.
- B. A legislative committee comprised of four members appointed by the Union president shall be allowed one day of temporary duty during the legislative session to lobby for educational concerns benefiting the Leon County School District.
- C. Any Union member who is an elected voting delegate to an annual statewide union meeting shall be assigned temporary duty for up to three days for the purpose of attending that meeting.
- D. Union Representative Visits to Sites. An authorized representative(s) of the Union may request temporary duty to visit an employee at the employee's work site for up to two hours to discuss Union business provided the authorized representatives report their presence to the employee's supervisor and meet in a non-work area during an employee's duty-free time.
- E. The use of temporary leave as described in paragraphs A through D above shall be subject to the following conditions:
 - 1. An employee shall ordinarily provide his/her supervisor with a written request for the temporary duty described in paragraphs A through D above as far in advance as feasible and not less than two days prior to such duty, except that a minimum of one-day notice shall be provided for an employee who is representing the Union in a grievance or discipline matter. The supervisor shall approve such temporary duty unless s/he documents that the employee's absence would significantly impede the operation of the work unit. Additionally, a request for temporary duty for Union activities need not be granted when 15 percent or more of the total number of employees in a cost center or similar unit (but no less than one employee) have been authorized to be absent, or would be authorized to be absent as a result of granting such a request, on the day(s) that the temporary duty is requested. In applying this provision, leave requests that have already been approved shall take priority over those submitted at a later date.
 - 2. No employee other than the President shall have a right to be granted a total of more than ten days temporary duty for Union activities during the period July 1 through June 30. The Local 1010 President shall be provided up to 20 days of temporary duty each fiscal year. Each affected employee shall be responsible for monitoring the amount of temporary duty taken for Union activities as described herein.
 - 3. The Board shall not pay any expenses associated with the activities described in paragraphs A through D above.
 - 4. Employees on temporary duty for Union activities retain all rights and responsibilities as employees but are not to be considered representatives of the District for activities undertaken on behalf of the Union. The Union shall provide the Executive Director of Employee Relations with a list of Union officers and authorized representatives as referenced above by August 1.

8.04 Use of Facilities. The Union and its representatives shall have the right to use the Board's work sites at all reasonable hours for meetings related to Union business, provided that details are arranged with the site administrator. When special custodial, security, or other service is required, the site administrator may make a reasonable charge for such use consistent with the charges made to other comparable organizations.

8.05 Information Provided to Union

- A. Reports Provided to the Union. The Board shall provide the Union without charge on September 20 and February 1 of each year a list of employees including the following information: name, employee identifying number, classification,

paygrade, hourly rate of pay, work site, home address, work phone number, and District hire date.

- B. Union Data Requests. The Board agrees to provide the Union, upon request, with information regarding employees not included in the reports described in paragraph A, above, as well as other identifiable public records in the custody of the District. If such records and information are included in existing documents, a copy of the documents will be provided without charge. If the information requested must be specially compiled in order to respond to the request, the Union will be provided with an estimated charge for such compilation prior to the District proceeding with the compilation.
- 8.06 Hold Harmless Clause. The Union agrees to hold the Board harmless for any claims arising from the exercise of its rights as described in this article, including the cost of defending such claims.

Article IX BOARD RIGHTS

- 9.01 The Board, on its own behalf and on behalf of the citizens of the District, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Florida and of the United States, including, but without limiting the generality of the foregoing, the following rights:
- To discipline or discharge any employee;
 - To direct the workforce;
 - To hire, assign, and transfer employees;
 - To determine the missions of the Board's agencies;
 - To determine the methods, means, number of personnel needed or desirable for carrying out the Board's missions;
 - To introduce new or improved methods or facilities;
 - To change existing methods or facilities;
 - To relieve employees because of lack of work;
 - To contract out for goods and services; and
 - Any other rights normally consistent with management's duty and responsibility for operation of the Board's services.
- 9.02 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this agreement and then only to the extent such express terms hereof are in conformance with applicable law.

Article X

NO-STRIKE PROVISION

- 10.01 The Board and the Union agree that all differences between them shall be resolved by orderly procedures and without interruption or cessation of service such as, but not limited to, acts such as the concerted failure to report to work, willful absences, work stoppages, work slowdowns, sick ins, sit-ins, or any other type of interference.
- 10.02 In the event of any action in violation of this agreement, the Union shall immediately post notices at any or all buildings affected advising that such action is unlawful, in violation of this agreement, and unauthorized by the Union. This Union shall further advise any and all employees involved, including notification to the media, if requested by the Board, that such employees are in violation of this agreement and that all employees should return forthwith to their regular duties.
- 10.03 The Union shall further be expected to take any and all other action reasonably within its power to bring the activity to an end.
- 10.04 The Board shall have the right to discipline, including discharge, any employee for taking part in any violation of this provision. In addition, any employee violating this provision may be held liable by the Board for any and all damages, injuries, and costs incurred.
- 10.05 If the Union or its representatives were responsible for, participated in, or encouraged the participation in the strike, this agreement and all of its provisions shall be declared null and void.
- 10.06 The Board, in the event of violation of this provision, shall have the right, in addition to the foregoing, to any other remedies available in law to seek injunctive relief and damages against the Union.

Article XI

EMPLOYEE EVALUATION

- 11.01 The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration. The evaluation process is designed to assess and communicate performance effectiveness, to aid in improving performance of assigned duties and, if necessary, to develop a performance improvement plan to assist in addressing deficiencies for the employee whose performance is not satisfactory; the process is not to be used as a punitive measure.
- 11.02 The following guidelines shall be used in the evaluation process:
 - A. Annual Evaluation.
 - 1. An employee's performance shall be evaluated at the end of an employee's service in a probationary period, unless the employee has been dismissed during the probationary period (see Section 13.01), and annually. The period covered by the annual evaluation shall ordinarily coincide with an employee's school year/fiscal year contract. The annual evaluation shall be conducted no sooner than sixty (60) days prior to the end of the employee's contract and no later than ten (10) days prior to the end of the evaluation period.
 - 2. Employees shall be provided copies of the annual evaluation form and a description and explanation of the evaluation process to be used, including the period of employment to be covered by the evaluation, no later than thirty (30) days after the beginning of the evaluation period.

The supervisor/evaluator shall schedule a meeting with the employee to discuss the evaluation no later than ten (10) days after the completion of the evaluation.
 - 3. The supervisor/evaluator shall schedule a meeting with the employee to discuss the evaluation no later than ten (10) days after the completion of the evaluation

4. The supervisor/evaluator and employee shall sign and date the evaluation form that will be placed in the employee's personnel file. The signature of the employee indicates only that the evaluation form has been discussed with the employee and does not imply that the employee agrees with the evaluation. The employee may attach written comment to the evaluation within ten (10) days of signing it.
5. The employee shall receive a copy of the written evaluation. B. Other Evaluations during the Evaluation Period.
 - a. If a supervisor/evaluator determines during the evaluation period that an employee's performance needs to be improved, the supervisor/evaluator shall meet with the employee within ten (10) days of such determination, except under unusual and compelling circumstances, to discuss the unsatisfactory performance and to provide the employee with recommendations for improvement.
 - b. If the employee's performance does not improve after a period of sixty (60) days, the supervisor/evaluator may provide the employee with a "Performance Improvement Notice" as described in Section 11.03 below. Such notice may also be provided as an initial response to unsatisfactory performance that is sufficiently serious to warrant such a formal action, notwithstanding the provisions of paragraph B1 above.

11.03 Needs Improvement or Unsatisfactory Evaluations

A. Needs Improvement Evaluation.

1. An employee who receives an overall needs improvement evaluation shall be provided a Performance Improvement Notice within ten (10) days of such receipt, but not later than the end of the employee's appointment period, which contains at least the following information:
 - a. A description of the performance that needs to be improved;
 - b. The performance improvement desired;
 - c. Assistance to be provided the employee including supervisory feedback, training, etc.;
 - d. Length of time within which to achieve the improvement; and
 - e. Possible consequences for failure to improve performance.
2. An employee shall be provided a total of at least sixty (60) days within which to improve performance to a Meets Expectations level. The employee's performance shall be reevaluated within ten (10) days of the conclusion of the performance period.

B. Unsatisfactory Evaluation

1. An employee who receives an overall unsatisfactory evaluation shall be provided a Performance Improvement Notice within ten (10) days of such receipt, but not later than the end of the employee's appointment period, that contains at least the following information:
 - a. A description of the unsatisfactory performance;
 - b. The performance improvement desired;
 - c. Assistance to be provided to the employee including supervisory feedback, training, etc.;
 - d. Length of time within which to achieve the improvement; and
 - e. Possible consequences for failure to improve performance.
2. An employee shall be provided a total of at least forty (40) days within which to improve performance to a Meets Expectations or needs improvement level. The employee's performance shall be reevaluated within ten (10) days of the conclusion of the performance period.
 - a. If at the end of such period an employee's performance continues to be evaluated as unsatisfactory, the supervisor/evaluator may provide the employee with up to an additional forty (40) days to improve to a Meets

- Expectations or needs improvement level or may proceed to terminate the employee's appointment.
- b. If at the end of such period an employee's performance is evaluated as needs improvement, the supervisor/evaluator will continue to evaluate the employee under the procedures in paragraph 11.03A above.
- C. Pay Increases
1. Unsatisfactory Evaluation. An employee whose performance is evaluated as Unsatisfactory shall not receive a scheduled pay increase during the period that such evaluation is in effect. If an employee's evaluation improves to Meets Expectations or Needs Improvement during a period of no more than 40 days after the effective date of a pay increase, the employee shall be provided the pay increase on a prospective basis from the date of such evaluation.
 2. Needs Improvement Evaluation. An employee whose performance is evaluated as Needs Improvement shall receive a scheduled pay increase during the initial period such evaluation is in effect. A scheduled increase will, however, be withheld if an employee's performance does not improve to an overall Meets Expectations level on the next following annual evaluation.

Article XII

GRIEVANCE PROCEDURE

- 12.01 Informal Resolution. When an employee or the Union has a problem or complaint, an attempt should be made to resolve it through discussions with the employee's supervisor or other personnel, as appropriate. If the problem or complaint cannot be resolved in that manner, the grievance procedure is provided as a formal means for resolving the grievances of employees or the Union as defined below. An effort to resolve a problem or complaint under this provision does not waive the time limits for filing a grievance at Step 1 as provided in paragraph 12.05C below.
- 12.02 Definitions
- A. "Grievance" shall be defined as a dispute involving the interpretation, application, or violation of a provision(s) of this Contract, or involving whether an action to discipline an employee or dismiss a permanent employee was taken for just cause. All grievances are to be filed on a form as provided in this Contract (see Appendix B Grievance Forms).
 - B. "Grievant" shall mean any employee, group of employees, or Local 1010 who has filed a grievance.
 - C. "Day" shall mean a workday based upon an individual grievant appointment and assigned work schedule. The application of this provision shall not, however, result in the extension of a time period stated in this Article for more than ten days.
 - D. Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form (see Appendix B) and signed by the grievant(s). All grievance forms shall be dated when received. The grievance forms may be filed in person or by means of FAX, U.S. mail, or other recognized means of delivery.
- 12.03 Resort to Other Procedures
- A. It is the intent of the parties to first provide a reasonable opportunity for resolution of a matter that constitutes a grievance through the grievance procedure. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while a grievance is being processed, an employee formally initiates resolution of the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to proceed further with the matter pursuant to this grievance procedure

- B. As an exception to the provisions of paragraph 'A' above, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. s. 2000e et seq. Furthermore, an employee may seek resolution of a dispute through site or school procedures prior to filing a grievance and may request an extension of the time limits for initial filing of the grievance for this purpose.

12.04 Representation and Appearances

- A. An employee shall choose at Step 1 and Step 2 whether to be represented by the Union or to represent him/herself. The Union shall not be required to process grievances for employees who are not members of the Union.
 - 1. The Union shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by the Union.
 - 2. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this Contract and the Union shall be provided an opportunity to be present at any meeting called to discuss such a resolution.
- B. When a grievant participates during working hours in a grievance meeting between the grievant and the site administrator or District representative, or in an arbitration proceeding, the grievant shall be provided temporary duty for such meeting/proceeding after providing the site administrator with a written request for temporary duty at least two days prior to such meeting or proceeding. The request shall be approved unless the grievant's absence on the requested date would impede the operations of the grievant's work unit, in which case an extension of up to five days shall be granted to the site administrator, if necessary, to accommodate the grievance timelines.
- C. When a grievant is represented by the Union, the Union grievance representative shall be provided temporary duty to represent the grievant at any grievance meeting held during regular work hours, including the right to speak and present evidence and arguments on behalf of the grievant or the Union. The Union grievance representative shall provide the site administrator with a written request for temporary duty at least two days prior to such meeting. The request shall be approved unless the representative's absence on the requested date would impede the operations of the Union's representative's work unit, in which case an extension of up to five days shall be granted to the site administrator, if necessary, to accommodate the grievance timelines.
- D. Time spent by the grievant and the Union's representatives investigating and processing grievances outside regular working hours shall not be counted as time worked.

12.05 Formal Grievance Procedure

- A. If the parties are unable or unwilling to resolve a grievable concern or problem through the informal process described in Section 12.01 above, a formal grievance may be filed under this Section.
- B. Time Limits
 - 1. The time limits provided in this Article shall be observed but may be extended by written agreement of the parties. Whenever illness or other incapacities of a party necessary to hear the grievance prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present. 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 Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 - 2. Upon failure of the Superintendent to provide a decision within the time limits provided in this Article, the grievant or the Union, where appropriate, may proceed to the next step. Upon failure of the grievant or the Union, where appropriate, to file at the next step within the time limits provided, the

- grievance shall be deemed to have been resolved by the decision at the prior step.
3. Upon written agreement of the parties, any step in this procedure may be waived.
 4. A grievant may withdraw his/her grievance at any step but that same grievance may not be filed a second time unless it is of a continuous nature.
 5. A grievant may start the grievance process at Step II for all grievances relating to suspensions with pay, demotions and/or terminations.
- C. Step I. A grievance shall be filed with the employee's site administrator on the Step 1 grievance form (see Appendix B) within ten (10) days following the occurrence of the alleged violation of the Contract, or the date on which the employee knew or reasonably should have known of the occurrence if that date is later. The grievance shall state the facts giving rise to the alleged violation, the specific section of the Contract alleged to have been violated, the employee's contention with respect to these provisions, the specific relief sought, and shall be signed by the grievant. Within ten (10) days after receiving the grievance, the site administrator shall meet with the grievant and representative and communicate his/her decision in writing to the grievant and the grievant's representative or otherwise resolve the grievance.
- D. Step II. If the grievant is not satisfied with the decision at Step I, s/he may, within ten (10) days following receipt of the Step I decision or following the date on which the Step 1 decision was due if no decision is provided, file a request for review of the Step 1 decision with the Superintendent or his/her designee on the appropriate form (see Appendix B). The Superintendent or his/her designee shall meet with the grievant and/or representative and may conduct whatever investigation is necessary to make a finding. Within ten (10) days of the receipt of the grievance at Step 2, the Superintendent or his/her designee shall communicate his/her Step 2 written decision to the grievant and/or representative or otherwise resolve the grievance.
- E. Step III – Arbitration
1. Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) prior to being submitted to arbitration. When the parties agree to mediate an issue, the time limits to file for arbitration shall automatically be extended for the period necessary to conclude the mediation process.
 2. Filing
 - a. If the grievance has not been satisfactorily resolved at Step II, the Union may, within 30 days following receipt of the Step II decision or following the date on which the Step II decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the Superintendent or his/her designee on the form provided in Appendix B
 - b. A grievance filed at Step 3 on which no action has been taken by the Union for 20 days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior step.
 3. Disclosure of Information. Neither the Board nor the Union shall be permitted to assert in an arbitration proceeding any grounds or rely on any evidence which has not previously been disclosed to the other party.
 4. Selection of Arbitrator. The parties shall follow the American Arbitration Association procedure for selection of an arbitrator and shall conduct the arbitration under its rules and procedures except as modified by the provisions of this Contract. The arbitration shall be scheduled within 60 days following selection of the arbitrator.
 5. Authority of the Arbitrator.
 - a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. Arbitration shall be confined to the application

and interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.

- b. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Board and the Superintendent and their designees as provided in law and rule and shall so construe such responsibilities, except as they may be specifically conditioned by this Contract.
 - c. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, F.S., provided that either party may ask that an appropriate court vacate such a decision on one or more of the grounds stated in Section 682.13, F.S.
 - d. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than 20 days prior to the date the grievance was initially filed except for those provisions of State or federal law that may require an earlier date.
6. Fees and Expenses. The fees and expenses of the arbitrator shall be shared equally by the Board and Union. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings and for paying the appearance fee of the reporter and the cost of obtaining an original transcript. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of reasonable copying expenses. F. Processing.

F. Processing

- 1. The Superintendent may refuse consideration of a grievance not filed or processed in accordance with this article.
 - 2. If a grievance arises as the result of a condition which the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step 2 after discussing such filing with the Superintendent's designee.
- 12.06 Precedent. No complaint informally resolved, or grievance resolved at either Steps 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Board and the Union.
- 12.07 Documents. The grievant or representative shall be provided, upon request and without charge, with a copy of any identifiable document relevant to the grievance. All written materials dealing with the processing of a grievance shall be filed separately from the grievant's personnel file except an arbitration decision or a settlement agreement that requires personnel action(s) that affects the grievant.
- 12.08 Notwithstanding the expiration of this Contract, any claim or grievance arising while it was in effect may be processed through the grievance procedure until resolution, provided it is filed in a timely manner.
- 12.09 Reprisal. The Board shall not engage in reprisal, coercion, or discrimination against a grievant, witness, grievance representative, or any other participant in the complaint or grievance procedure by reason of such participation.

Article XIII
PAYROLL DEDUCTIONS

- 13.01 In accordance with State Law, the District shall not deduct 1010 membership dues from the pay of any employee.


Article XIV
AMENDMENT AND DURATION

- 14.01 Entire Contract. The parties acknowledge that during the negotiations resulting in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Contract. This Contract constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to an agreement by the parties to modify the Contract. Such changes shall be reduced to writing, ratified, and signed by the parties and shall become an amendment to this Contract.
- 14.02 No Obligation to Bargain. The Board and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Contract even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract. As an exception to this provision, the parties will enter into negotiations that are necessary to address changes in terms and conditions of employment mandated by State or federal legislation.
- 14.03 Individual Contracts. Any individual contracts with employees shall not be inconsistent with the terms of this Contract unless agreed to in writing by the employee and the Union.
- 14.04 Savings Clause. If a provision of this Contract is declared illegal or invalid by a court of competent jurisdiction or rendered invalid by reason of subsequently enacted legislation, such action shall not invalidate the remaining provisions. In the event of such occurrence, the parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for the part declared illegal or invalid.
- 14.05 Past Practices. The parties agree that all practices affecting unit employees shall remain in full force and effect until such time that the parties may agree to negotiate changes in past practice. If a past practice has been identified as conflicting with current Board Policy or negotiated contracts, it shall be brought to the table and resolved within 12 months. All past practices in conflict with the current negotiated contracts or Board Policy shall be null and void with the approval of the 2021-2024 Contract.
- 14.06 Duration of Contract. This Contract shall be effective on the date of its ratification by both parties or whichever is later, and shall remain in full force and effect until a successor agreement has been ratified. New provisions shall be effective on the date of ratification unless a provision provides otherwise by its terms.
- 14.07 Reopener Negotiations and Negotiations for a Successor Contract.
A. Reopener negotiations for the 2020-2021 shall include: Article VI Insurance, and three other articles to be selected by each party.
B. Negotiations for a successor Contract shall begin no later than June 1, 2024.

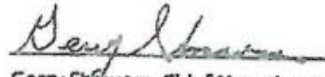
Signature Page

IN WITNESS WHEREOF, the parties have set their hands this 25th day of January, 2022

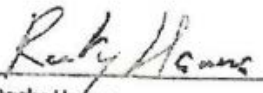
LEON COUNTY SCHOOL DISTRICT


Alva Smith
Leon County School Board


LOCAL 1010
DISTRICT COUNCIL IUPAT


Gerry Showers, Chief Negotiator
District Council 78, IUPAT

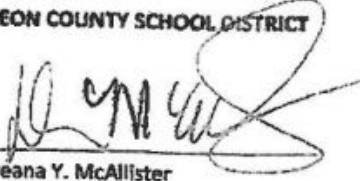
LEON COUNTY SCHOOL DISTRICT


Rocky Hanna
Superintendent

LOCAL 1010
DISTRICT COUNCIL IUPAT


Carlin Towels
President

LEON COUNTY SCHOOL DISTRICT


Deana Y. McAllister
Assistant Superintendent

1010 Bargaining Team
Allen Jones

District Bargaining Team
Naomi Coughlin
Leonard Dietzen
Angela Abubakar
Brett Shively

Appendix A
2021 - 2024 JOB CLASSIFICATIONS AND PAY GRADES
Local 1010

Classification Specification Title	Grade	Unit	Minimum	Maximum
Assistant Boiler Mechanic	36	P	\$ 15.00	\$ 24.36
Assistant Carpenter	36	P	\$ 15.00	\$ 24.36
Assistant Electrician	36	P	\$ 15.00	\$ 24.36
Assistant HVAC Mechanic	36	P	\$ 15.00	\$ 24.36
Assistant Mason	36	P	\$ 15.00	\$ 24.36
Assistant Mechanic	36	P	\$ 15.00	\$ 24.36
Assistant Painter	36	P	\$ 15.00	\$ 24.36
Assistant Plumber	36	P	\$ 15.00	\$ 24.36
Bus Student Behavioral Assistant	36	P	\$ 15.00	\$ 24.36
Courier	36	P	\$ 15.00	\$ 24.36
Custodian	36	P	\$ 15.00	\$ 24.36
Maintenance Worker	36	P	\$ 15.00	\$ 24.36
Parts Helper	36	P	\$ 15.00	\$ 24.36
Food Service Assistant	35	P	\$ 15.00	\$ 24.89
Parts/Supplies Specialist	35.1	P	\$ 15.50	\$ 24.89
Baker/ Cook	34.1	P	\$ 15.50	\$ 26.11
Assistant Manager, School Cafeteria	33.1	P	\$ 16.00	\$ 27.57
Custodial Engineer	33	P	\$ 15.25	\$ 27.57
Bus Driver	32	P	\$ 18.07	\$ 29.47
Food Service Driver	32	P	\$ 18.07	\$ 29.47
Lead Bus Driver	32.2	P	\$ 18.57	\$ 30.29
School Cafeteria Manager I	31	P	\$ 18.00	\$ 29.13
Building Maintenance Supervisor	30	P	\$ 16.58	\$ 30.64
PM HVAC Mechanic	30	P	\$ 16.58	\$ 30.64
Property Control Clerk	30	P	\$ 16.58	\$ 30.64
School Cafeteria Manager II	29	P	\$ 20.06	\$ 32.81
Boiler Mechanic	28	P	\$ 18.68	\$ 34.15
Carpenter	28	P	\$ 18.68	\$ 34.15
Carpet/Tile Repairer	28	P	\$ 18.68	\$ 34.15
Electrician	28	P	\$ 18.68	\$ 34.15
Electronic Technician	28	P	\$ 18.68	\$ 34.15
Equipment Operator	28	P	\$ 18.68	\$ 34.15
Food Service Mechanic	28	P	\$ 18.68	\$ 34.15
Glazier-Repairer	28	P	\$ 18.68	\$ 34.15

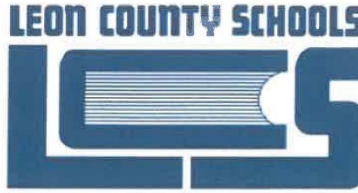
Appendix A
2021 - 2024 JOB CLASSIFICATIONS AND PAY GRADES
Local 1010

Classification Specification Title	Grade	Unit	Minimum	Maximum
HVAC Mechanic	28	P	\$ 18.68	\$ 34.15
Locksmith	28	P	\$ 18.68	\$ 34.15
Mason	28	P	\$ 18.68	\$ 34.15
Mechanic	28.1	P	\$ 20.68	\$ 34.15
Painter	28	P	\$ 18.68	\$ 34.15
Plumber	28	P	\$ 18.68	\$ 34.15
Roofer	28	P	\$ 18.68	\$ 34.15
Small Engine Mechanic/Appliance Repairman	28	P	\$ 18.68	\$ 34.15
Telephone/Communication Technician	28	P	\$ 18.68	\$ 34.15
Welder	28	P	\$ 18.68	\$ 34.15
Chief Mechanic	27.1	P	\$ 23.11	\$ 38.21

Appendix B
PILOT PROGRAM FOR UNIFORM SERVICE MOU

BOARD CHAIR
Rosanne Wood

BOARD VICE CHAIR
Laurie Lawson Cox



BOARD MEMBERS
Marcus Nicolas
Darryl Jones
Alva Swafford Smith

SUPERINTENDENT
Rocky Hanna

MEMORANDUM OF UNDERSTANDING

BETWEEN THE LEON COUNTY SCHOOL DISTRICT AND THE LOCAL 1010 DISTRICT COUNCIL 78, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES.

This Memorandum of Understanding is made on this 23rd day of January, 2024, by and between the Leon County School District (LCSD) and the Local 1010 District Council 78, International Union of Painters and Allied Trades (Local 1010) hereinafter collectively referred to as "the parties."

Purpose:

Pursuant to Section 5.14 of the Union contract, District Employees who are governed by Local 1010 are currently provided uniforms at no cost to the employee. Currently, employees are given 2 – 5 uniforms per employee (depending on classification), and the employee is responsible for the care of said uniforms. These uniforms may be replaced on a one for one basis as worn uniforms are turned in.

From the execution of this document through June 30, 2025, the LCSD will offer a uniform service program to various 1010 employees as an option to the requirements of Section 5.14 as a pilot program.

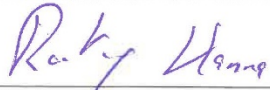
Terms and Conditions:

Section 5.14 of the Union contract, is amended to add subsection D. as follows:

- D. Pilot Program for Uniform Service: As an alternative to subsections A. – C. above, employees may participate in a Uniform Service Program, where uniforms and their care and cleaning are performed by the rental company. Participation in the pilot program will be determined by the individual departments and approved by the Board.

Duration:

This Memorandum shall commence effective from the date of signing and shall sunset on July 31, 2025.



Rocky Hanna Date
Superintendent

 1/23/24

Richard Jones Date
Bargaining Chair, International Union of Painters and
Allied Trades District Council #78

 1/23/24

Brett Shively Date
Divisional Director, Human Resources

**SCHOOL BOARD OF LEON COUNTY
LOCAL 1010, I.U.P.A.T.
STEP 2 GRIEVANCE FORM**

REQUEST FOR REVIEW OF STEP 1 DECISION

Name of Grievant:

Work Site Address:

Home Address:

Office Phone:

Home Phone

STEP 2 Grievance Representative (if grievant is represented by Local 1010 or other representative at Step 2, please provide the representative's name, mailing address, and phone number).

Grievance Representative's Name:

Mailing Address:

Phone:

Date of Step 1 Decision:

Provisions of contract (article[s] and section[s]) allegedly violated as specified at Step 1:

I hereby request that the Executive Director of Employee Relations, acting as the Superintendent's Representative, review the attached Step 1 Decision because:

Date of Receipt by Employee Relations Office:

Signature of Grievant:

Copies of the following documents are to be attached to this request at the time of its filing with the Employee Relations Office:

- Step 1 grievance form filed with the grievant's Supervisor
- Step 1 Decision issued by the Supervisor; and
- All attachments to the Step 1 decision

**SCHOOL BOARD OF LEON COUNTY
LOCAL 1010, I.U.P.A.T.
STEP 2 GRIEVANCE FORM**

REQUEST FOR REVIEW OF STEP 1 DECISION

Name of Grievant:

Work Site Address:

Home Address:

Office Phone:

Home Phone

STEP 2 Grievance Representative (if grievant is represented by Local 1010 or other representative at Step 2, please provide the representative's name, mailing address, and phone number).

Grievance Representative's Name:

Mailing Address:

Phone:

Date of Step 1 Decision:

Provisions of contract (article[s] and section[s]) allegedly violated as specified at Step 1:

I hereby request that the Executive Director of Employee Relations, acting as the Superintendent's Representative, review the attached Step 1 Decision because:

Date of Receipt by Employee Relations Office:

Signature of Grievant:

Copies of the following documents are to be attached to this request at the time of its filing with the Employee Relations Office:

- Step 1 grievance form filed with the grievant's Supervisor
- Step 1 Decision issued by the Supervisor; and
- All attachments to the Step 1 decision

**SCHOOL BOARD OF LEON COUNTY
LOCAL 1010, I.U.P.A.T.
STEP III GRIEVANCE FORM**

REQUEST FOR ARBITRATION

Local 1010, IUPAT, hereby gives notice of its intent to proceed to arbitration with the following grievance:

Grievant Name:

District File #:

The Step 2 Decision dated _____ was received by the GRIEVANT on _____.
(Date)

Authorized Local 1010 Signature:

Date of Receipt by Employee Relations Office: _____

I hereby authorize Local 1010 to proceed to arbitration with my grievance. I also authorize Local 1010 and the Leon School District to use, and to provide to the arbitrator during the arbitration proceedings, copies of any materials relevant to the issues raised in this arbitration, although such materials may otherwise be confidential under State or Federal law.

Signature of Grievant

Date

This notice is to be filed with the District Chief of Labor Relations.

Copies: The Step 2 Decision shall be provided to the grievant by personal delivery or mail (return receipt requested). A copy shall also be provided to the grievant's representative and to the grievant's supervisor who issued the Step 1 Decision. If grievant is not represented by Local 1010, a copy shall also be provided to the Local 1010 President.

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