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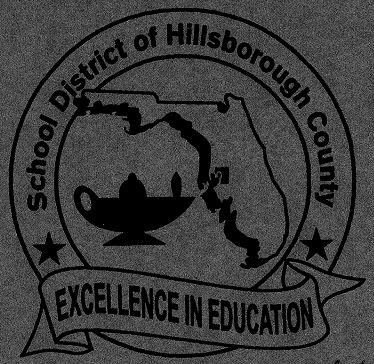
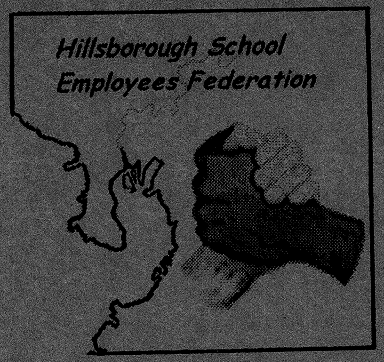
SCHOOL BOARD OF HILLSBOROUGH COUNTY

AND

HILLSBOROUGH SCHOOL EMPLOYEES FEDERATION FEA/NEA, AFT, AFL-CIO

6/2/03





7/1/02 -- 6/30/05

BLUE COLLAR CONTRACT

70 pages

2002 - 2005

SCHOOL BOARD OF HILLSBOROUGH COUNTY

AND

HILLSBOROUGH SCHOOL EMPLOYEES FEDERATION FEA/NEA, AFT, AFL-CIO

BLUE COLLAR CONTRACT

2002 - 2005

SCHOOL BOARD OF HILLSBOROUGH COUNTY

901 East Kennedy Boulevard
Tampa, FL 33602
(813) 272-4000

Earl J. Lennard, Ph.D.
Superintendent

SCHOOL BOARD MEMBERS

Doris Ross Reddick, Chairman
Carol W. Kurdell, Vice Chairman
Glenn Barrington
Carolyn Bricklemyer
Jack R. Lamb, Ed. D.
Joe E. Newsome
Candy Olson

SCHOOL BOARD BARGAINING TEAM

Richard M. Martinez, Chief Negotiator

Daniel J. Valdez
Emilio Diaz
Constance Gilbert
Mary Kate Harrison
Robert Heilman
Robert Morgan
Dwight Raines
Timothy Pettitt
Karen Strickland
John Werner
Lisa Yost

HILLSBOROUGH SCHOOL EMPLOYEES FEDERATION

FEA, NEA, AFT, AFL-CIO

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Bob Scott, Chief Negotiator

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SECTION 1 - RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes, and the rules and regulations of the Public Employees Relations Commission, the School Board of Hillsborough County recognizes the Hillsborough School Employees Federation, FEA, NEA, AFT, AFL-CIO as the exclusive bargaining agent for those employees in the defined bargaining unit commonly known as the Classified Unit for the purpose of collective bargaining with respect to the determination of wages, hours and terms and conditions of employment of the public employees within the bargaining unit shall include all employees included in the non-instructional, operational services employees unit with the exception of School Bus Route Coordinators, as certified by the Public Employees Relations Commission on July 12, 1985 (Case No. RE-85-023).

1.2 Any permanent or probationary employee who performs work within the bargaining unit shall be entitled to all contractual rights.

1.3 EXCLUSIVITY

1.3.1 Organization rights pursuant to the provisions of Chapter 447 are granted to the certified exclusive bargaining agent, the Hillsborough School Employees Federation, FEA, NEA, AFT, AFL-CIO, and such rights shall not be granted to any other association, union, or employee labor organization.

SECTION 2 - DEFINITIONS

2.1 UNION

2.1.1 The Hillsborough School Employees Federation (HSEF), FEA, NEA, AFT, AFL-CIO.

2.2 BOARD

2.2.1 The School Board of Hillsborough County.

2.3 EMPLOYEE

2.3.1 Unless otherwise indicated, a member of the bargaining unit as defined in Section 1.

2.3.2 The appropriateness of any new class or divisions of employees belonging to the bargaining unit shall be determined jointly by the Board and the Union. If agreement is not possible, the matter shall be referred to the Public Employees Relations Commission.

2.3.3 The SDHC and HSEF agree that, if Security Department officers eligible for membership submit fifty percent plus one payroll deduction cards to become members, HSEF will become their exclusive bargaining agent. SDHC and HSEF will meet to resolve any disputed items in the contract that might effect the operations of the Security Department as a result of those employees being included in HSEF.

2.4 DISTRICT

2.4.1 School District of Hillsborough County.

2.5 SUPERINTENDENT

2.5.1 Superintendent of schools of Hillsborough County or his/her designee.

2.6 WORK SITE

2.6.1 Location(s) within the school district at which an employee is assigned.

2.7 YEAR

2.7.1 Refers to the school fiscal year.

2.7.2 Work year for 12-month employees shall be 253 days.

2.8 UNION REPRESENTATIVE

2.8.1 The President of the Union or his/her designee.

2.9 SUBSTITUTES

2.9.1 Non bargaining unit employees who are hired to replace employees who are absent due to illness or military leave.

2.10 TEMPORARY EMPLOYEES

2.10.1 Non bargaining unit employees who are hired to fill a vacancy created by a leave of absence or to provide additional staff during peak work load periods.

2.11 RESTRICTED APPOINTMENTS

2.11.1 Restricted appointments may be made to fill a position during an absence of the regular incumbent during extended health leave.

2.12 ACTING APPOINTMENTS

2.12.1 An employee who is assigned to fill a position during the absence of a regular incumbent.

SECTION 3 - SCOPE OF BARGAINING AND PROCEDURES

3.1 SCOPE

3.1.1 The scope of collective bargaining between the Board and the Union shall be wages, hours, terms and conditions of employment of the employee.

3.2 COMPLETE AGREEMENT

3.2.1 It is understood and agreed by both parties that this contract represents their full and entire agreement. It may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties, in written and signed amendment to this Agreement.

3.2.2 When agreements have been reached through Memorandums of Understanding, they become part of this contract and should be incorporated in the next printing.

3.3 IMPASSE

3.3.1 In the event that either or both of the parties during the course of negotiations make a declaration that an impasse exists, the parties agree that such declared impasse shall follow the steps as set forth in Florida Statute 447.403.

3.4 NEGOTIATIONS COMMENCE

3.4.1 Negotiations shall commence no later than thirty (30) days prior to the expiration of this Agreement.

3.5 CONTRACT AUTHORITY

3.5.1 The Board/Union contract shall be the document which governs wages and hours, terms and conditions of employment for employees in the unit.

3.6 PRINTING AND DISTRIBUTION OF CONTRACTS

3.6.1 The reproduction and distribution of this contract to its bargaining unit members shall be at the discretion of and the responsibility of the union.

SECTION 4 - GRIEVANCE PROCEDURE AND ARBITRATION

4.1 PURPOSE OF GRIEVANCE PROCEDURE

4.1.1 The purpose of this procedure is to secure, at the administration level closest to the aggrieved person, equitable solutions to the

problems which may arise affecting the welfare or working conditions of an employee.

4.2 DEFINITIONS (GRIEVANCE PROCEDURE)

4.2.1 A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an individual or group of employees and/or the interpretation, meaning, or application of any of the provisions of this agreement and/or Board policies.

4.2.2 Only grievances based upon a dispute involving the interpretation of the Agreement shall be arbitrable. All other grievances shall have Level III as the final step.

4.2.3 A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4.2.4 An "aggrieved party" is the employee or group of employees who submit(s) a grievance, signed at the appropriate step, or on whose behalf a grievance, signed by the employee(s) at the appropriate step, is submitted by the Union, or the Union, who, when acting as a party in interest, submits a grievance, signed at the appropriate step, by an official of the Union.

4.3 RIGHTS OF EMPLOYEES TO BE REPRESENTED

4.3.1 Any employee who is a member of the Union shall have the right to have Union representation at all levels of the grievance procedure and shall not be required to discuss his/her grievance if such representative is not present. Upon request to the Union, non-Union employees of the bargaining unit may have the Union process grievances. Such representation shall be at the discretion of the Union. Any employee shall have the right to process his/her own grievance(s) at any time, in person or by legal counsel, and to have such grievance(s) adjusted without the intervention of the Union. If the adjustment is inconsistent with the terms of this Agreement, the Union will be given reasonable opportunity to be present at any meeting called for the resolution of such grievance(s). No employee organization other than the Union will be allowed to intervene or represent employees in the process of the resolution of such grievances.

4.3.2 If a date and time for discussion and presentation of a grievance has been established and agreed upon, the grievance shall

commence as scheduled unless there is mutual agreement to postpone.

4.4 PROCEDURES

4.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.

4.5 MAXIMUM TIME TO GRIEVE

4.5.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within thirty (30) workdays after the aggrieved party knew of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered waived.

4.6 INFORMAL GRIEVANCE CONFERENCE

4.6.1 As the first step in the grievance process, the employee must request a conference with the principal or other immediate supervisors to discuss and attempt to resolve a problem. All rights of Section 4 shall apply to the employee at this conference.

4.7 LEVEL I, ADMINISTRATIVE SUPERVISOR

4.7.1 If the matter cannot be resolved amicably, and if the employee wishes to proceed further, the employee shall file a written grievance with his/her administrative supervisor, either directly or together with the Union's designated representative, with the objective of resolving the grievance. A written disposition of the grievance will be given to the aggrieved party and the Union within ten (10) workdays.

4.8 LEVEL II, SUPERINTENDENT

4.8.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, he/she or the Union may file the grievance within five (5) workdays at Level II with the Superintendent and/or a copy with the General Director of Employee Relations. The Superintendent and/or his/her designee shall have ten (10) workdays after receipt of the grievance in which to schedule a hearing. If scheduling problems arise, the time limits may be extended as provided for in 4.11.9.

4.8.2 Decisions rendered by the Superintendent and/or his/her designee

shall be addressed to both the Union and to the party filing the grievance and sent to both parties within ten (10) workdays of the Level II hearing on the issue.

4.9 LEVEL III, SCHOOL BOARD

4.9.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, he/she or the Union may file the grievance at Level III within five (5) workdays with the School Board and/or a copy with the General Director of Employee Relations, through the Union if the Union deems the grievance to be meritorious. The Board shall have fifteen (15) workdays after the receipt of the grievance in which to schedule a hearing and render a decision. If scheduling problems arise, the time limits may be extended as provided for in 4.11.9.

4.9.2 The aggrieved person and/or his/her Union representative shall have the right to state the merits of the grievance at the Board hearing. Presentation shall be limited to a summary of the record, no new evidence is to be extended.

4.10 LEVEL IV, ARBITRATION

4.10.1 If the grievance is not solved at Level III to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level III, the Union may appeal within ten (10) calendar days of the Level III decision directly to the American Arbitration Association for binding arbitration. Limitations on arbitrability are defined in Section 4.2.2.

4.10.2 The arbitrator shall be selected through the procedures and governed by the rules established by the American Arbitration Association.

4.10.3 The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issues submitted to him/her at the time of the hearing.

4.10.4 The decision of the arbitrator shall be final and binding.

4.10.5 Any arbitration cost mutually accrued shall be shared equally by the Board and the Union.

4.10.6 Nothing in the foregoing shall be construed to empower the arbitrator to make any decisions amending, changing, subtracting from, or adding to the provisions of this Agreement.

4.11 MISCELLANEOUS

4.11.1 If, in the judgement of the Union and the Superintendent, a grievance affects a class of employees, the Union may submit such grievance in writing directly to the Superintendent and/or with a copy to the General Director of Employee Relations, and the processing of such grievance shall be commenced at Level II. The Union shall have the unilateral ability to file a grievance at Level II in its own name as a result of a procedural decision at the county level.

4.11.2 Documents, communications, and records dealing with the processing of a grievance will not be placed in the personnel file of the participants.

4.11.3 Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents will be jointly prepared by the Superintendent and the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.

4.11.4 The Board and Union agree to make available to the aggrieved person and his/her representative all pertinent information not privileged under law or Board policy, in its possession or control, and which is relevant to the issues raised by the grievance.

4.11.5 When it is required for an employee to attend a hearing during the workday, he/she shall be released without loss of pay for such time as his/her attendance is required at such hearings.

4.11.6 No reprisals of any kind will be taken by the Board or by any members of the administration or supervisory personnel against any party in interest, any Union representative, or any other participant in the grievance procedure by reason of such participation.

4.11.7 Any grievance arising under this Agreement shall be processed through the grievance procedure as outlined herein until resolution is reached or the grievance is withdrawn.

4.11.8 Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall permit the Union to submit an appeal at the next step of this procedure.

4.11.9 The time limits provided in this Article shall be strictly observed, but may be extended by agreement of the parties. Should the parties be unable to agree upon an extension, either party shall be

entitled to one (1) automatic ten (10) workday extension upon written notification of the other party prior to the expiration of the original time limit.

4.11.10 The grievance form shall contain the name, title and department of the immediate supervisor, principal, the administrative supervisor or other person with whom the grievance is being initiated.

SECTION 5 - UNION RIGHTS

5.1 INFORMATION

5.1.1 The Board shall make available to the Union any and all public information, statistics, and records concerning the school district. The word "public", as used in this section, shall refer to any documents, reports, statistics, studies, and other such information in the form in which they are regularly kept. Materials prepared in multiple form for distribution to the public and/or media shall be provided to the Union at no cost. If additional information is requested by the Union and said material does not exist in multiple form, the Union shall pay for the actual cost of duplication of such materials, not to exceed fifteen (15) cents per sheet but may include clerical and/or operation costs.

5.2 MEMBERSHIP SOLICITATION

5.2.1 The Union shall have the right to visit, organize and solicit membership as the exclusive bargaining agent certified to represent all employees within the bargaining unit at any duty-free time during the day provided solicitation does not interfere with the official duties of employees and the operation of schools.

5.2.2 During the normal workday the union representative may visit a work site upon notification to the office of the principal or immediate supervisor by phone prior to the visit and upon arrival at the work site. Site visits or meetings to be held after normal hours shall be scheduled with the principal or site supervisor the day before the intended visit.

5.3 SCHOOL BOARD MEETINGS

5.3.1 The Union shall be provided a complete agenda and available supporting data prior to all regular meetings.

5.3.2 Completed committee reports which are sent to the Board shall

be available to the Union upon request. The Union shall have the right to present its position on said reports.

5.4 UNION PRESIDENT AND VICE-PRESIDENT

5.4.1 Either individual performing these duties shall continue to be a continuous employee of the Board for all purposes and shall not be considered as being on leave when performing these duties. This duty assignment shall be a regularly established position of the Board and shall have continuous existence. The employee shall be compensated at the employee's same rate of pay as if he/she was performing full-time normal duty. The Union shall inform the Board of the date of the President's and Vice-President's term and shall reimburse the Board for all compensation during said term of office.

5.5 CONVENTIONS/LEGISLATIVE DAYS

5.5.1 The Board shall grant HSEF members a total of fifty (50) days of professional leave per year for the purpose of attending the union's annual convention, engaging in legislative activity or other union business as authorized by the President of HSEF. No more than two delegates per work site/department, as determined by the Human Resources Office, shall attend the convention or other authorized activity or business. Said members will be considered to be on paid professional leave.

5.6 BARGAINING TEAM

5.6.1 HSEF bargaining team members shall be provided with released time from their duties when bargaining occurs during the workday or bargaining will be held during non-work hours.

5.7 EXCLUSIVE RIGHTS

5.7.1 All rights granted in this section (Section 5, Union Rights) shall apply only to the Hillsborough School Employees Federation as the exclusive bargaining agent. Any such rights or privileges shall not be granted to any other association, union, group or individual.

5.8 UNION MEETINGS

5.8.1 The Union's building unit shall normally be permitted the use of school buildings without cost for the purpose of conducting meetings. The Union is authorized, subject to proper written request, to utilize the School Board facilities for the purpose of

conducting any Union meetings and may be required to pay the usual and customary fees for lease agreements.

5.9 BULLETIN BOARD SPACE

5.9.1 The Union shall be provided with bulletin board space in each work site in a prominent and accessible location for the purpose of posting notices and other related items.

5.10 SCHOOL MAIL

5.10.1 The Union shall be provided with school mail service for the distribution of the Union's newsletters. School mail service shall also be provided for the purpose of contract ratification. Copies of all generally distributed materials shall be furnished to the supervisor and the General Director of Employee Relations.

5.11 MATERIAL DISTRIBUTION

5.11.1 Authorized site representatives of the Union will assume responsibility for posting and distributing material for the Union. For sites which do not have a representative, a Union representative will assume the responsibility.

5.12 NOTICE OF MEETINGS

5.12.1 The Union representative shall have the right to make known the time, place, and subject of the Union meetings.

5.13 COUNTY COMMITTEES

5.13.1 The Union shall name a majority of any unit representatives serving on a county committee which will have an effect on a class of employees involving this unit.

5.13.2 The President of the HSEF, or designee, shall be appointed to the District Calendar Committee.

5.14 ACCESS

5.14.1 The Union shall be afforded access to all work sites and grounds, including work location parking lots. The Union representative shall notify the building administrator when reporting to a work site.

SECTION 6 - MANAGEMENT RIGHTS

6.1 The parties agree that the right to direct, hire, promote, transfer, assign, retain, suspend, demote, discharge or take other disciplinary action against employees subject only to expressed

provisions in this contract, shall be solely and exclusively within the responsibility of the Board, subject to provisions of State Regulations and the laws of Florida and the United States.

6.2 The parties agree that the right to relieve employees from duty because of lack of work or for other legitimate reasons, to maintain the efficiency of the Board's operations, to determine the methods, means and personnel by which the Board's operations are to be conducted and to take whatever action may be necessary to carry out the mission of the Board in situations of emergency shall be solely and exclusively within the responsibility of the Board.

6.3 The parties agree that no provision of this contract shall be construed so as to abridge the authority and power of the Board as established by constitutional provision, statute or State Board of Education Regulations in existence at the time this contract was executed and that the Board shall be relieved of performance or compliance with any term or condition hereof if such compliance is contrary to any constitutional provision, statute or State Board of Education Regulation adopted, enacted or having an effective date subsequent to commencement of the term of this contract.

6.4 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 judgement and discretion in connection therewith shall be limited only to the extent that the terms and conditions of this contract specifically limit such powers.

6.5 The exercise of the foregoing rights shall not preclude employees from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this contract.

SECTION 7 - FAIR PRACTICES

7.1 NO DISCRIMINATION

7.1.1 There shall be no discrimination against employees because of race, creed, color, age, sex, marital status, national origin, union or non-union affiliation, religious and political belief, or religious and political activities.

7.1.2 The Board agrees that every employee shall have the right freely

to organize, join, and support the Union. The Board and the Union agree that they will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by this Agreement.

7.1.3 Further, the Board and the Union, including their agents, mutually agree not to discriminate against any employee in regard to any of the rights, guarantees, or privileges afforded employees under the terms of this agreement.

7.2 LEGAL RIGHTS

7.2.1 Nothing contained herein shall be construed to deny or restrict rights to any employee he/she may have under the Florida School Laws or other applicable laws and regulations.

7.2.2 The parties agree to abide by all applicable state and federal laws, rules and regulations.

7.3 CIVILITY

7.3.1 In order to provide a safe, caring and orderly environment, the School District of Hillsborough County expects civility from all who engage in school activities. Mutual respect, professionalism and common courtesy are essential qualities that all need to demonstrate in promoting an educational and work environment free from disruptions, harassment, bullying and aggressive actions.

7.4 LANGUAGE

7.4.1 For employees who do not speak English, if they are required to attend a meeting or receive a letter that is disciplinary in nature, the employee will be provided with an interpretation.

SECTION 8 - DUES DEDUCTION

8.1 The Board agrees to deduct from employees' salaries an amount to cover dues for the Union, as the employees individually and voluntarily authorize the Board to deduct and to promptly transmit the amount so authorized to the office of the Union. Employees may individually and voluntarily authorize the Board and the Union to discontinue such deductions with a thirty (30) day notice.

SECTION 9 - DISCIPLINARY ACTION

9.1 This section covers actions involving oral or written warnings, or

written reprimands, suspensions, demotions, dismissals, and reductions in grade or pay.

9.2 JUST CAUSE

9.2.1 Disciplinary action may not be taken against an employee except for just cause, and must be substantiated by evidence which supports the recommended disciplinary action.

9.3 COMPLAINT

9.3.1 An employee shall be informed of the identity of any person whose complaint or statement is used to justify disciplinary actions against him/her.

9.4 EXTERNAL FINANCIAL CLAIMS

9.4.1 No employee shall have disciplinary action taken against him/her by the employer because of debt complaint, and the employer shall not assist the creditor in collecting the debt, unless required by applicable state and/or Federal statutes.

9.5 PROMPT ACTION

9.5.1 All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this article shall be promptly initiated after all the facts have been known to the official responsible for taking the actions.

9.6 PROGRESSIVE DISCIPLINE

9.6.1 Where just cause warrants such action(s) an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent or Superintendent's designee. Excluded from Progressive Discipline are offenses related to drugs, sex, violence, insubordination, abandonment of position, or conduct of an extreme nature. When appropriate, based on the severity of the offense, progressive discipline should be administered as follows:

a. Verbal reprimand

b. Written reprimand

c. Performance Probation - Must be preceded by one or more periods of Career Development (See: Section 10.9). It is clearly understood that Career Development is not considered to be a disciplinary action. The procedure for Performance Probation shall be the same as for Career

Development except that suspension and/or dismissal may be the ultimate outcome. An employee shall be accorded all rights and protections of this section when placed on Performance Probation.

d. Suspension with or without pay

e. Dismissal

9.6.2 The following acts shall constitute grounds for disciplinary action.

a. Incompetence or continued rendering of unsatisfactory service after instruction and / or counseling.

b. Gross neglect of duty or specific serious failure to perform assigned duties.

c. Mental or physical disability, as supported by written documentation from not less than two licensed physicians.

d. Insubordination.

e. Serious breach of discipline.

f. Absence without leave, or failure to give proper notice of absence to the detriment of service.

g. Failure to return to duty at the end of an authorized absence.

h. Indulgence in an intoxicating beverage, an hallucinogen, or a controlled stimulant or depressant drug while on duty or preceding duty so that such indulgence can be discerned after the time of commencement of duties; or possession of such substances on the employer's premises during working hours. (The professional opinion of one licensed physician, or a blood / alcohol level in excess of 0.08%, shall suffice for determination of discernment of intoxication.)

i. Conviction, or entry of a plea of guilty or nolo contendere of a felony or of a misdemeanor having specific relevance to the duties of the employee's classification.

j. Willful violation of the school board policies, or of any operational or administrative policies or procedures established by or for the School Board of Hillsborough County which is not consistent with these policies.

k. Negligent or willful damage to public property.

l. Theft, conversion of, or willful or careless waste of public supplies, property, or equipment.

m. Unauthorized use of public personnel services, supplies, property, facilities, or equipment.

n. Use of bribery or political pressure to secure appointment or advantages.

o. Material falsification of information as part of the qualifying application for employment and / or promotion, or any other official document of the School Board for the purpose of personal gain or reward.

p. In connect with official duties, acceptance of compensation other than that specifically authorized.

q. Utilization of official position for unauthorized personal gain.

r. Failure to maintain competence or legal capacity to perform duties required of an incumbent in the classification.

s. Possession of a firearm, weapon or destruction device while on any School Board property.

9.7 RIGHT TO REPRESENTATION

9.7.1 At any time Management schedules a meeting/hearing with an employee and has reason to believe that disciplinary action may result, the Administrator/Supervisor responsible shall inform the employee of this and the employee's right to Union representation. Should the employee request such representation, sufficient notice (defined as 24 hours) will be provided before holding the meeting/hearing in order to allow for a Union Representative to be present, unless shortened or extended by mutual agreement. An extension may be granted upon the request of the Union president or designee. A meeting/hearing which may result in a suspension may not be extended without the express approval of the Director of Supervisor of Professional Standards.

9.8 ACCESS TO INFORMATION

9.8.1 An employee against whom action is to be taken under this

section shall have the right to review all of the documents or records relied upon to support the proposed action and shall be given a copy upon request. However the limitations established by the Public Records law (F.S. 231.291), 1994 Edition shall prevail.

9.9 NOTIFICATION

9.9.1 In all cases of suspension or dismissal, the Administration will notify the Union as soon as possible.

9.10 DISCIPLINE RECORDS

9.10.1 Copies of written reprimands will be given to the employee involved in the action.

9.11 PUBLIC DISCIPLINE

9.11.1 When employees require discipline, discussions relating to these problems shall be dealt with in private and, within the parameters of applicable law, kept confidential. This may include other supervisory staff as necessary.

9.12 EMPLOYEE ARREST

9.12.1 Current employees are subject to disciplinary action resulting from the disposition of criminal arrests. When a current employee is arrested for a crime other than traffic charges, he/she must notify his/her supervisor immediately. Depending on the nature of the offense, the employee may or may not be suspended. Continued employment is dependent upon the disposition of the charges.

9.12.2 An employee who is under criminal investigation, arrested or charged with a crime may be suspended from duty. Subject to a meeting with the Director of Professional Standards or designee, the employee may be suspended with or without pay pending the disposition of the investigation.

9.12.3 If, as a result of the disposition of such arrest, the employee is found to be innocent or cleared of the charges by the criminal justice system, normally, the employee shall be returned to his/her position and any normal salary that would have been earned during the time of suspension without pay shall be reimbursed to the employee less any full-time salaries earned elsewhere.

9.12.4 Where no disciplinary action is recommended by the employer,

the employee shall be returned to his/her job category and pay grade (the assignment may or may not be at the former site) and any normal salary that would have been earned during the time of suspension without pay shall be reimbursed to the employee less any full-time salaries earned elsewhere. The employer reserves the right to administratively transfer the employee. The district reserves the right to administer disciplinary action against an employee when it can be shown that the direct interest of the school district is negatively affected by the conduct of the employee.

9.13 ABANDONMENT OF POSITION

9.13.1 If an employee fails to report for regularly assigned duty three (3) consecutive days without notifying his/her immediate supervisor of the reason for the absence, that employee shall be determined to have abandoned his/her position and shall be terminated. It is understood than an exception to this provision shall be made for a documented incapacitation resulting from an illness or accident which made such notification impossible.

SECTION 10 - EVALUATIONS

10.1 EVALUATION PROCEDURE - PHILOSOPHY

10.1.1 It is the philosophy of this Agreement that evaluation is a developmental process. Evaluations shall be directed to identify strengths as well as weaknesses.

10.1.2 Evaluations are not subject to the grievance procedure, but an employee has a right to a review of the evaluation with the rater and reviewer.

10.2 AUTHORITY TO EVALUATE

10.2.1 It is the responsibility of management to evaluate employees when necessary. Although a bargaining unit member shall not be required to evaluate another bargaining unit member, he/she may be required to provide input.

10.2.2 An employee shall be informed of the identity of any person whose complaint or statement is used to justify a negative evaluation.

10.3 FREQUENCY

10.3.1 Employees shall be evaluated upon completion of their probationary period and annually thereafter.

10.4 UNION PRESENCE

10.4.1 The employee has the right to request the Union to be present at any evaluation meeting of the employer and employee, if that meeting is for the purpose of discussing the results of the evaluation. The Union representative may not participate in the evaluation process, but may offer the employee advice or interpretation as needed.

10.5 EVALUATION FORM

10.5.1 Employees shall be evaluated according to the current uniform evaluation form contained in the Appendix. Each individual shall be informed of the criteria and the procedure to be used.

10.6 ATTACH STATEMENT

10.6.1 The employee shall have the right to submit a written statement (copy to evaluator) to be attached to the written evaluation.

10.7 CONFIDENTIALITY

10.7.1 All evaluations and related documents shall be handled in a private manner.

10.8 COPY TO EMPLOYEE

10.8.1 The employee shall be provided a copy of the evaluation at the time it is signed by him/her acknowledging receipt.

10.9 CAREER DEVELOPMENT

10.9.1 When a principal or supervisor feels that an employee is having some serious employment problems, as evidenced by the employee having received at least one (1) verbal warning and one (1) written warning or as a result of the employee's annual evaluation, the employee may be placed on Career Development after the supervisor has obtained approval from the Assistant Superintendent for Human Resources, or that person's designee. Such Career Development shall not of itself be considered disciplinary action.

10.9.2 Following each thirty (30) day period, a meeting shall be held between the employee and the supervisor to discuss the progress made to date. The employee may have a Union representative present. Unavailability of a specific union staff member shall not necessarily be reason to postpone the meeting. As a result of this meeting, one or more of the following will occur:

a. Return to regular status.

b. Remain on Career Development while continuing to work toward the suggested areas of improvement.

c. Receive an Administrative Transfer.

d. Be placed on Performance Probation. (Normally, except in extreme cases, the employee shall not be placed on Performance Probation unless at least sixty (60) days on Career Development has elapsed). An employee will be placed on Performance Probation for a minimum of thirty (30) days.

10.9.3 The Career Development process shall not normally exceed six (6) months. Under extenuating circumstances, the process may be extended beyond the normal six months for a period not to exceed ninety (90) days.

10.9.4 An employee previously placed on Career Development for serious employment problems and removed from Career Development may be recommended for placement directly on Performance Probation if employee performance warrants it based upon at least one written reprimand or annual performance evaluation.

10.9.5 Employees under this process shall continue to receive all rights and benefits afforded permanent employees.

10.9.6 No reduction in pay shall occur as a result of placement on Career Development, however, the granting of a step increase may be delayed until satisfactory completion of Career Development. At that time, the step increase shall be retroactive.

SECTION 11 - PERSONNEL FILE

11.1 READ AND SIGN MATERIAL

11.1.1 Derogatory material related to an employee's conduct, service, character, or personality shall not be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the content.

11.2 RIGHT TO RESPOND

11.2.1 The employee shall have the right to provide within fifteen (15) workdays a written answer to any material in his/her file and said answer shall be attached to the file copy and placed in the official file.

11.3 GRIEVANCE SEPARATE

11.3.1 Official grievances filed by any employee under the grievance procedure as outlined in this Agreement shall not be placed in the personnel file of the employee nor shall they be used in any recommendation for job placement.

11.4 COPIES OF MATERIAL

11.4.1 The employee shall have the right to see and to receive copies of any material in his/her personnel file upon identifying himself/herself in person or upon written request. Cost of duplication, not to exceed fifteen (15) cents per sheet, shall be paid by the employee.

11.5 ONE OFFICE FILE

11.5.1 Official files shall be maintained only at the District Office. All documents maintained concerning an employee to be used for disciplinary purposes shall be kept in the employee's official file.

SECTION 12 - PROBATIONARY PERIOD

12.1 LENGTH OF PROBATION

12.1.1 Upon initial hiring, all employees shall serve six (6) months paid days as a probationary period before becoming permanent employees. An employee's probationary period may be extended up to six (6) additional months.

12.2 COMPLETION OF PROBATION

12.2.1 Upon successful completion of the probationary period, the employee shall be eligible to progress on the negotiated salary schedule as described in Section 37.1.1.

12.3 PROMOTIONAL OBSERVATION PERIOD

12.3.1 Employees who are promoted shall serve a six month promotional observation period. This promotional observation period may be extended up to six additional months.

SECTION 13 - HOURS OF WORK AND OVERTIME

13.1 NORMAL WEEK

13.1.1 The normal workweek for all full-time employees except bus drivers and food service personnel shall be forty (40) hours. The workweek for food service personnel shall be determined by the amount of time necessary to complete their responsibilities.

13.2 CHANGE IN HOURS

13.2.1 Notification of any changes in working hours at any work site shall be provided to the employees two (2) weeks in advance. Exceptions to this subsection may occur when the change in hours is necessitated by an unforeseen request from another employee or an emergency.

13.2.2 To the extent possible and reasonable, changes in work schedules at any given work site within the same job classification shall take seniority into consideration.

13.3 OVERTIME DUTY

13.3.1 The normal workweek shall begin at 12:01 Sunday a.m. and end at 12:00 midnight on Saturday.

13.3.2 Employees who work in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2). Payment for overtime work shall be made as soon as feasible but no later than twenty (20) workdays following the end of the pay period in which the overtime occurred.

13.3.3 For overtime compensation purposes, authorized paid vacation, holidays and sick leave shall be considered as time actually worked.

13.3.4 Overtime opportunities shall be divided equally by seniority, on a rotating basis whenever possible.

13.4 NOTICE OF OVERTIME OR EXTRA HOURS

13.4.1 Employees shall normally be given at least one (1) day's notice that overtime duty or additional hours are necessary. If an emergency precludes one day's notice, the employee shall be given consideration for child care and scheduled appointments.

13.4.2 At the time the overtime notice is given, an agreement shall be reached between the employee and the immediate supervisor as to whether compensation shall be by overtime pay or compensatory time. An employee shall suffer no reprisal or

retribution for refusing an overtime assignment if agreement as to the manner of compensation cannot be reached.

13.4.3 Employees shall not normally be required to work more than fourteen (14) hours during any twenty-four hour period.

13.4.4 A joint committee consisting of three (3) members appointed by the Superintendent and three (3) members appointed by the President of HSEF shall be formed for the purpose of studying and reviewing district policies as they apply to custodial operation's extra work opportunities. Subsequent agreement will be committed to a Memorandum of Understanding subject to HSEF and School Board approval no later than June 2003.

13.5 OVERTIME BREAKS

13.5.1 Except for emergency, employees shall have the option of taking a non-paid meal break during overtime duty after eight (8) hours of regular duty. Employees working overtime duty on a non-workday shall have a non-paid meal break after every four (4) hours of overtime duty. A fifteen (15) minute paid break will be given for every two (2) hours of overtime duty not coinciding with meal breaks.

13.6 BREAKS

13.6.1 Rest periods or breaks shall be provided as part of the required hours of work in mid-morning and mid-afternoon of at least fifteen (15) minutes in duration.

13.6.2 Food Service Employee Breaks shall be as follows:

a. Six (6), seven (7), and eight (8) hour employees are entitled to two fifteen (15) minute breaks per day.

b. Four (4) to five and one-half (5 1/2) hour employees are entitled to one fifteen (15) minute break per day.

c. Three and a half (3 1/2) hour employees are not entitled to a paid break but are entitled to all other Board benefits normally granted to all permanent employees.

13.7 LUNCH PERIOD

13.7.1 Duty-free, non-paid lunch periods of a minimum of thirty (30) minute duration will be provided during the workday at a reasonable time which is not included within the total hours of work. Employees may leave their work site during their lunch

period.

13.8 REPORTING TO WORK

13.8.1 An employee who reports for work at the regularly scheduled time and through no fault of his/her own cannot complete a day's work, shall receive a normal day's pay at the applicable rate.

13.9 EMPLOYEE CALL OUT

13.9.1 Employees who are called back to work at times other than their regularly scheduled hours of work shall receive the applicable rate for all time worked, but in no event less than three (3) hours at the applicable rate for the inconvenience.

13.9.2 Nothing herein shall require an employee to work a minimum of three (3) hours if the task for which the employee was called to perform can be accomplished in less time.

13.10 HOLIDAY WORK

13.10.1 Employees who perform authorized work on a paid holiday shall receive their regular holiday pay plus time and one-half (1 1/2) for any hours worked over forty hours.

13.11 COMPENSATORY TIME

13.11.1 If mutually agreed upon between the employee and his/her immediate supervisor, compensatory time at a rate of one and one-half (1 1/2) hour for each hour worked over forty hours shall be granted in lieu of overtime pay.

13.11.2 With the exception of compensatory time earned after June 1 of each year, compensatory time must be utilized prior to the end of the fiscal year, June 30. Time not utilized by the end of the fiscal year shall be paid at the overtime rate.

13.11.3 Hours worked shall be calculated to the nearest 1/10 (six minutes) of an hour for determining hours worked for pay or compensation time purposes.

13.11.4 Compensatory time can only be used at the site earned. In the event an employee transfers to another site, accumulated compensatory time shall be paid within 20 workdays.

13.11.5 Compensatory time for all employees shall be recorded and agreed to by both the supervisor and the employee prior to the commencement of the extra hours. The forms shall be maintained at each worksite and a copy of the form shall be given

to the employee upon request.

13.12 DISTRIBUTION OF CHECKS

13.12.1 Paychecks shall be distributed within the workday in a manner to guarantee confidentiality.

SECTION 14 - SENIORITY

14.1 SENIORITY

14.1.1 Seniority means the employee's length of continuous permanent service with the Board since the employee's most recent date of hire.

14.1.2 An employee's seniority shall accumulate without interruption during periods of authorized leaves.

14.1.3 The employer shall prepare and maintain a list of unit employees in rank order of seniority by department containing the employee's full name, full address (unless prohibited by state law), classification, and employment date. This list shall be provided to the union within a reasonable time when requested in writing.

14.1.4 In any case dependent on the application of seniority, where two or more employees have the same date of employment, ties shall be broken by considering the following factors in the order listed until the tie is resolved:

a. The time stamp designation on the employee's personnel transaction form.

b. By drawing lots with union representation present.

SECTION 15 - FILLING OPEN POSITIONS

15.1 POSTING

15.1.1 A true vacancy does not exist unless a new position has been allocated, a temporary pilot position has been created, or a resignation, transfer or termination occurs. Notices of open bargaining unit positions which are true vacancies will be advertised in the Administrative Bulletin and through the Job Line for a period of one week. If no applicants are selected for the position from those who applied, the position will be readvertised within a reasonable period of time. This process will be repeated until the position is filled.

15.1.2 The Administrative Bulletin will be posted on work site bulletin boards weekly and will be available to all employees in the main office of the building administrator or principal.

15.1.3 Whenever transportation department fleet notices (Transcript) are published, they shall list open vacancies in the department as they exist at the time of printing. These notices are not intended to supplant advertisement in the administrative bulletin but rather are for additional information.

15.2 OPEN POSITIONS

15.2.1 In the case of an open position, current permanent employees who are on the appropriate eligibility list (which includes employees working in the same job classification) and apply for the open bargaining unit position shall be considered prior to recommending a non-employee for appointment.

15.2.2 Any temporary employee who works in an open position for ninety calendar days shall be appointed as a permanent employee with the recommendation of the principal or site supervisor.

15.2.3 During periods of employment freezes all new hires shall be substitute or temporary pending the sunsetting of the freeze and the recommendation of the principal or site supervisor.

15.2.4 When no permanent employee applies to fill the vacancy and an open position (true vacancy) has been filled for more than five consecutive weeks with the same substitute, the substitute in the position shall be recommended for probationary employment with full pay and contractual rights provided a hiring freeze is not in effect.

15.3 SUBSTITUTES

15.3.1 In filling a vacancy, consideration will be given to substitutes over non-employees for the open position.

15.3.2 When no permanent employee applies to fill the vacancy and an open position (true vacancy) has been filled for more than five consecutive weeks with the same substitute, the substitute in the position shall be recommended for probationary employment with full pay and contractual rights provided a hiring freeze is not in effect.

15.3.3 Substitutes will be hired from the first day of a bus driver's or food service employee's absence.

15.4 TEMPORARY EMPLOYEES

15.4.1 Temporary employees will not normally exceed ninety (90) calendar days.

SECTION 16 - ASSIGNMENTS

16.1 SENIORITY

16.1.1 When qualifications, abilities, and past performance are relatively equal, seniority shall be a major factor in changes in work assignment at any given work site within the same job classification.

16.2 WORK SCHEDULES

16.2.1 Written schedules of annual work assignments shall be provided to each custodian, student nutrition assistant and production coordinator by Friday for the coming week when there is any permanent change in the written schedule.

16.2.2 Substitutes will be called in to cover for all absent custodians in accordance with district procedures. SDHC and HSEF will develop a procedure to determine the assignment of duties when custodians are absent.

16.2.3 Student Nutrition Assistants shall be trained in job assignments for which they are qualified in the kitchen to which they are assigned.

16.3 JOB ASSIGNMENTS

16.3.1 All employees except those in acting capacity as a result of extenuating circumstances must be certified as qualified by the Testing and Certification Center before being transferred to a new position.

SECTION 17 - TRANSFERS AND PROMOTIONS

17.1 VOLUNTARY TRANSFERS TO OPEN POSITIONS

17.1.1 Seniority shall be given consideration in filling open positions. This does not mean that seniority alone is the governing factor. Qualifications, experience and past job performance shall also be factors. When an applicant is qualified, consideration shall also be given to potential reduced travel distance to and from work.

17.2 UNIT LOSS

17.2.1 Voluntary transfers for pool placement shall be sought prior to

initiating any involuntary or unit loss transfers.

17.2.2 The employee with the least seniority shall be involuntarily transferred before a more senior employee.

17.2.3 Employees being transferred due to unit loss shall have the opportunity to select vacancies by pool placement.

17.2.4 Employees hired prior to July 1, 2002, shall not sustain a loss in pay rate due to involuntary or unit loss transfer. The Division of Human Resources will work with all employees who were unable to be placed in their specific classification / group to find the best assignment possible for the welfare of the employee and the school system. In cases where a unit is surplus but no lay off is declared, the employee shall be retained as surplus in their present position for a maximum of one year or until a transfer is available. If the employee is transferred to a position with a lower pay grade, the employee shall not have a reduction in their current pay rate for a period of one year from the time they were declared surplus. The employee shall remain in their specific pool for available vacancies for one full year. Assignment options offered that are at the same salary rate or greater are considered finalized unit loss assignments if the employee is placed in such an assignment. If a lay off is declared necessary, procedures in Section 18 shall be implemented.

17.3 PROMOTIONS/DEMOTIONS

17.3.1 The term "promotion" as used in this section means the advancement of the employee to a higher paid position.

17.3.2 The term "demotion" means the placement of an employee to a lower pay grade.

17.4 PAY GRADE CHANGES

17.4.1 When an employee is promoted to a higher paid job classification, he/she will be paid 4%, rounded up, on the higher pay grade or Step 1 of the higher pay grade, whichever is greater, as an increase over his/her current rate of pay, regardless of step numbers within each grade.

17.4.2 An employee shall receive their next step adjustment the next time steps are rewarded, even if the probationary period has not been completed. Employees will no longer receive an end of probation (6 month) step increase. An employee must be hired

before February 1 in order to earn a step adjustment for the following fiscal year.

17.4.3 All employees voluntarily demoted to a new classification shall be placed on the same step of the new pay grade.

17.4.4 All employees voluntarily demoted to a previous classification held within the past two years shall be placed a step on the previous pay grade equivalent to the employee's previous placement, plus any subsequent step increase.

17.5 RIGHT TO RETURN

17.5.1 Employees promoted or transferred who do not successfully perform their duties or who voluntarily decide to return within six (6) months shall be reassigned to a vacancy in their previous classification with their previous pay rate. The Human Resources Office shall make every effort to place the employee at the same or reasonably close location. Right to return does not apply to transfers within the same job class.

17.6 BUS DRIVER OPPORTUNITIES

17.6.1 Permanent employees who wish to be considered for employment as school bus drivers shall be afforded the opportunity to apply to the district training program for new drivers without first resigning from the position currently held or losing benefit coverage.

17.6.2 During the training period the employee shall be paid on grade 18, step 1. Upon successful completion of the training, the employee shall be transferred. Upon transfer, the employee shall move to the appropriate step of grade 18 according to Section 17.4.1 above.

17.6.3 In the event that either the employee or the district determine that the employee will not qualify to become a school bus driver, the employee shall have the right to return to the position held at the time of application to the bus driver training program if the position has not been filled, or to return to a similar position under the terms of 17.5.1 above.

SECTION 18 - LAYOFF AND RECALL

18.1 In the event that a reduction in force requires a layoff, seniority by job class shall be the governing factor in determining those employees to be laid off. Those with the least seniority shall be

laid off first.

18.2 Laid off employees shall have the first option for accepting reemployment on a seniority basis, as vacancies open within the previously assigned classification for a period of one year. No new employee shall be employed during the one year period until all employees laid off from such assignments have been provided with the opportunity of filling the positions. The employee shall be notified of the recall opportunity by certified mail.

18.3 Employees will be subject to recall for a period not to exceed one (1) year from date of layoff or until recall is declined, whichever is sooner during the layoff period.

18.4 No new employees will be hired in the layoff job class until all employees on layoff status have had the opportunity to fill open positions.

SECTION 19 - CONTRACTING OUT OF PUBLIC WORK

19.1 No full-time permanent employee will be terminated or laid off from employment in the event his/her job is eliminated due to contracting out of public work or through State required cost assessment proposals.

SECTION 20 - WORKING CONDITIONS

20.1 IDENTIFICATION OF SUPERVISOR / CREW LEADER

20.1.1 Employees shall be informed as to who their immediate administrative supervisor and/or crew leader are. The immediate administrative supervisor of the employee may not be an employee in the bargaining unit while the crew leader may or may not be an employee in the bargaining unit. Crew leader is used above as a generic non-administrative supervisor.

20.2 PAYMENT FOR EXAMS

20.2.1 The Board shall pay through the contracted health service for all medical exams required for continued employment unless the exam is required as a result of disciplinary agreement with the employee and HSEF.

20.3 UNIFORMS

20.3.1 Standardized uniforms shall be issued to all employees who are required to wear uniforms. The annual allotment of uniforms shall consist of ten (10) pieces of the employee's choice per year.

Uniforms will not be purchased for an employee until that employee has completed the probationary period and achieved permanent status. SDHC and HSEF agree to pursue the option of employees receiving shoes in exchange for an equivalent number of uniform items.

20.4 STOLEN EQUIPMENT

20.4.1 The Board shall reimburse employees who are required to furnish hand tools as a condition of employment if said tools are stolen while being prudently used or properly stored on Board property. Each affected employee shall maintain a current inventory on file with his/her supervisor.

20.5 BUS DRIVERS

20.5.1 Each bus driver shall be guaranteed a minimum of five (5) hours driving time plus one (1) hour each day for related duties during the regular school year. Hours will be determined based on the initial time starting and ending at the driver's bus parking location. Bus parking sites can be directed by the Transportation Department. For the extended year (summer school) and modified school calendar intersession the minimum is five (5) hours. Extended year/modified school calendar bus routes shall be timely posted.

20.5.2 After analyzing all variables, (e.g. fuel, geographic areas, bus size, condition and usage) are considered, seniority shall be the controlling factor for assignment of new buses by area or special education categories. Each driver that is offered a new bus has the right to refuse the bus and has the right to opt for the next bus to be assigned. A driver who has accepted a new bus shall have that bus assigned to him / her for a period of five (5) years and will not be eligible for a new bus until that five (5) year period has passed. If the assigned bus is removed for any reason, through no fault of the driver, the driver shall enter back into eligibility the next assignment year.

New buses will be assigned as they are received. Displaced drivers will assume the route / bus of the driver who receives a new bus for the remainder of the school year.

Reassigned buses will be distributed in order of seniority. A driver who accepts a reassigned bus shall have that bus assigned to him / her for a period of three (3) years. That driver will not be eligible for another bus before the end of the three (3) year

period unless the bus is removed from service.

Each driver that is offered a reassigned bus has the right to refuse that bus and opt for the next bus reassigned. To minimize disruptions at the school sites, reassignment of buses will normally occur during the summer break.

The district reserves the right to replace a bus with a comparable bus purchased in the same year.

20.5.3 School bus drivers shall be provided with cleaning products necessary to maintain their bus in clean condition. It shall be the driver's responsibility to request the products.

20.5.4 All extra duties, including office work, will be assigned to drivers who are scheduled for less than eight (8) hours per day. Under normal circumstances, the assignment of extra work shall not result in an employee working more than eight (8) hours as long as there remain employees working less than eight (8) hours.

20.6 BUS DRIVERS - TRIPS AND SUMMER SCHOOL

20.6.1 Summer school assignments within each area shall be offered first to those bus drivers who have requested them and who have the most seniority. Drivers shall be paid a minimum of five (5) hours per day. Special driving assignments may be included as part of the five (5) hour minimum.

20.6.2 Special education is considered an "area" for the purposes of this section. Drivers who are assigned to special education during the regular school year will be offered special education summer school assignments first according to seniority.

20.6.3 Bus drivers shall be notified a minimum of four weeks prior to the opening of the summer school term of their employment status for the term. Exact routes shall be assigned as soon as possible thereafter.

20.6.4 Special trips shall be assigned by seniority within each area on a rotation basis. Drivers may be taken out of rotation for special trips when those drivers ahead of them in the rotation are not available to accept that trip.

20.6.5 When assigning special trips, drivers will normally be assigned within a twenty minute driving time distance to and from each assignment. Drivers will be credited with the time as recorded on the trip card.

20.6.6 Time spent driving in excess of twenty minutes to or from each special trip as recorded on the trip card will be paid to the driver if an explanation of the cause is attached.

20.6.7 Bus drivers shall receive three (3) hours pay if not notified that a scheduled trip is cancelled. Drivers will not receive three hours pay if the trip was cancelled due to inclement weather and they failed to confirm the trip status.

20.6.8 Drivers shall not be scheduled for more than three trips in a seven day period. After all drivers within the assigned school area have been given the opportunity to drive three trips, additional trips shall be scheduled as required by the rotation schedule for that school area.

20.6.9 An "assigned school area" shall be defined as a cluster of schools under the direction of a Route Coordinator, corresponding to the student attendance patterns of the district's high schools. The district shall maintain a rotation schedule organized by assigned school area which shall be available for review by employees at any time.

20.6.10 As per Section 21.1.1, bus drivers may only use one day of accrued sick leave during extended year program.

20.7 EXTRA WORK OPPORTUNITIES

20.7.1 Opportunities for extra employment normally performed by employees shall be subject to seniority on a rotation basis within the affected department. In emergency situations where critical work is unfinished at the end of a shift, an employee may be held over to complete a task rather than calling in the next person on the seniority rotation.

20.7.2 Regular food service workers, on a voluntary rotating basis, shall have the opportunity to work additional hours at their work site when a colleague who is assigned to work a greater number of hours is absent.

20.7.3 Educational/Training opportunities, which are paid for by the district and offered to a limited number of employees, shall be posted along with necessary instructions for application in a timely manner which will permit eligible employees to be considered.

20.8 SUMMER AND OTHER SPECIAL ASSIGNMENTS

20.8.1 Food service and other employees who accept summer work assignments and other extra work assignments shall be paid for all hours worked at their current step on the appropriate grade for the work being performed. (As per Section 21.1.1, employees may only use one day of accrued sick leave during extended year program).

20.8.2 Seniority shall be a major factor in making summer assignments. Positions shall be filled first by employees who apply from the hiring site. Remaining vacancies shall be filled from among applicants district wide and are assigned to the hiring site for the summer period.

20.9 UNSAFE CONDITIONS

20.9.1 Employees shall not be required to work under unsafe, unhealthy, or hazardous conditions or with unsafe or hazardous equipment.

20.9.2 Upon request of the President of the Union or the appropriate administrator, a meeting will be called as needed, to review safety problems and recommend solutions. School Board approved district procedures regarding safety matters will be followed, including the use of the district report form for identifying unsafe conditions.

20.9.3 Employees working in schools during periods when students are not in attendance may request the principal or immediate supervisor to exercise the authority given to them to run air conditioning systems or to provide other means of relief to prevent illness or injury which may be caused by extreme heat.

20.9.4 The parties reaffirm their intention to avoid potentially unsafe situations where one employee is on campus alone after normal work hours.

20.10 SAFETY EQUIPMENT

20.10.1 The Board will provide safety equipment where necessary.

20.10.2 All work sites and buses shall be furnished with "MESS" kits.

20.10.3 Any employee required to lift objects weighing 25 pounds or more shall be provided access to the use of a safety belt. An employee may seek assistance if required to lift objects that weigh more than the employee is capable of lifting.

20.11 PESTICIDES, CHEMICALS

20.11.1 Employees shall not be required to work with pesticides or other chemicals if they are harmful to the user when used properly.

20.12 EMPLOYEE USE AS SECURITY PERSONNEL

20.12.1 Employees shall not be required to serve as security personnel during a period of civil disobedience, bomb threats, or assaults on students or employees by trespassers. Employees who have signed a volunteer statement and have received training may be required to conduct visual inspections of buildings, facilities and property to determine the presence of unauthorized or suspicious materials.

20.13 EMPLOYEE PHYSICAL ASSAULT AND/OR BATTERY

20.13.1 The employer shall provide all possible assistance to an employee who has suffered an employment related assault and/or battery in order to provide for the employee's well-being and to assure that all required written reports are filed in a timely manner. The supervisor must verify the facts connected with the assault and/or battery including the names of those involved and submit the original report of assault and/or battery to the Assistant Superintendent for Administration, and send a copy of the report to District Safety Office within seventy-two hours of the event being reported. A copy of the assault and/or battery report shall be retained by the supervisor and a copy furnished to the individual assaulted.

20.13.2 In addition, an employee who has suffered an assault and/or battery shall make supplemental written reports attaching copies of any summons, complaints, process information, indictment, notice or demand served upon him in connection with such assault and/or battery within five (5) days after he has been served therewith, and report the final disposition of any such proceedings.

20.13.3 The Security Services Department shall investigate any reported employee assault and/or battery and make a full report, within three (3) workdays to the District Safety Office. Such reports shall be available to the Union and the individual who suffered the assault and/or battery.

20.13.4 When an administrator determines that a student has physically assaulted and/or battered an employee, the student may be

suspended and/or recommended for expulsion. The police shall be notified in those cases when an injury has occurred.

20.14 PERSONAL INJURY BENEFITS RESULTING FROM ASSAULTS

20.14.1 Whenever an employee is temporarily absent from work and temporarily unable to perform his/her duties as a result of an assault incurred in the scope and course of his/her employment and not the result of his/her own negligence, he/she will be paid his/her full salary less the amount of any Worker's Compensation payment or award made for temporary absence, as required by an authorized treating physician, for a total period of up to twelve (12) months from the date of such assault. Such pay shall not exceed the amount an employee is entitled to receive under their wage scale. Absences directly attributable to an assault will not be charged to sick leave.

20.14.2 The Board shall have the right to have the employee examined by a physician to assist it in determining the length of time during which the employee is temporarily unable to perform his/her duties, and that the disability is attributable to the injury involved. In the event there is an adjudication of the period of temporary disability in the appropriate Worker's Compensation proceeding, the Board may adopt such adjudication.

20.15 REIMBURSEMENT FOR PERSONAL PROPERTY LOSSES

20.15.1 Whenever a worker's personal property is soiled, damaged, or destroyed by students or non-students as a result of a personal physical assault and/or battery, and when such losses occur in the performance of his/her duty and if recovery by the Board is not possible through legal means, the employee may obtain reimbursement by submitting a memo to the District Safety Office explaining the circumstances. An additional memo from the supervisor recommending reimbursement is also required. Paid receipts must be attached to the claim. Direct provider payment may be requested.

20.16 MILEAGE REIMBURSEMENT

20.16.1 When an employee is required, by a supervisor, to use his/her personal vehicle to carry out his/her duties, he/she shall be reimbursed at the allowable rate.

SECTION 21 - SICK LEAVE

21.1 USE OF SICK LEAVE

21.1.1 An employee who is unable to perform his/her duties because of his/her illness or because of the illness or death of his/her father, mother, brother, sister, husband, wife, child, parent-in-law, daughter-in-law, son-in-law, brother-in-law, stepbrother, half-brother, sister-in-law, stepsister, half-sister, stepchild, uncle, aunt, niece, nephew, grandparents, grandchild, or members of his/her own household, is entitled to use of sick leave.

21.1.2 An employee who is employed for a normal extended year program shall accrue sick leave hours equal to his/her specific extended year workday. An employee who is employed for one Modified School Calendar intersession shall accrue sick leave hours equal to one-half of their specific intersession workday. An employee who is employed for two or more Modified School Calendar intersessions shall accrue sick leave hours equal to their specific intersession workday.

21.2 EARNING SICK LEAVE

21.2.1 Employees shall earn one day of sick leave for each month of employment which shall not be used prior to the time it is credited. All employees shall be given four (4) days at the end of their first month of employment each school year. Employees shall receive one day per month thereafter until they have received the maximum allowable for their work year, and summer school as applicable.

21.3 ACCUMULATION OF SICK LEAVE

21.3.1 Sick leave shall be cumulative from year to year provided there shall be no limit on the number of days of sick leave that may be accrued.

21.4 RETENTION OF SICK LEAVE

21.4.1 Employees who are laid off and recalled will retain sick leave that is unused at the time of layoff. Employees who transfer within the school system will retain sick leave. Similarly, employees who resign and are rehired will have unused sick leave restored to their credit.

21.5 USE OF VACATION TIME FOR ILLNESS

21.5.1 In the event that continuous extended illness consumes all

available sick leave, an employee may voluntarily elect to use accumulated vacation time for that extended illness.

SECTION 22 - SICK LEAVE BANK

22.1 ESTABLISHMENT

22.1.1 The Sick Leave Bank shall be established and deemed to be in operation when one thousand (1,000) sick leave days have been deposited in the bank.

22.2 MEMBERSHIP

22.2.1 Any employee may apply for membership to the Sick Leave Bank Committee who is actively on duty and has at least eleven (11) days of accrued sick leave as of October 1, the date of effective enrollment. Those persons wishing to become members of the Sick Leave Bank shall do so by voluntarily applying for membership and contributing one (1) accrued sick leave day to the bank during the time determined and published by the Sick Leave Bank Committee.

22.2.2 Membership in the Sick Leave Bank shall be continuous from initial enrollment until an individual member has drawn all Sick Leave Bank Committee approved days for original illness (not to exceed 100 days) or has resigned from the school system.

22.2.3 Membership may not be reinstated by a former member returning used days to the bank.

22.2.4 Membership shall be qualified by the following conditions:

1. Each July the Sick Leave Bank Committee shall determine if the Bank balance will be drawn to below 500 days during the coming year. If after evaluating the rate of usage and the projected new enrollments, the Committee concludes that the 500 days balance will occur during the next school year, each member will be notified that they will be required to contribute one additional sick leave day on the last pay date in September in order to continue membership. Members not having one additional sick leave day accrued to their benefit shall not be eligible to continue membership. Such members shall again be eligible when they meet the criteria in 22.2.1.

2. In the event a member draws from the bank, that individual's membership shall be suspended for all

subsequent illness and benefits not arising directly out of the original illness or injury. Such individuals may reinstate their membership by meeting the qualifications in 22.2.1.

3. Members of the bank may only contribute days as authorized above, and any sick leave days donated to the bank shall be deemed used sick leave by the participating employee and shall not be returned to the employee except as a benefit of membership in the bank.

22.3 BENEFITS

22.3.1 Eligibility for payment from the Sick Leave Bank shall be determined by the Sick Leave Bank Committee based upon the following:

1. Sick Leave Bank members are not eligible for benefits for a pre-existing condition until one year following the effective date of enrollment.

2. The member must have applied for an extended leave of absence from employment because of their own personal catastrophic illness or accident (excluding Worker's Compensation cases).

3. Sick Leave benefits are not payable for benefits coverable by Worker's Compensation benefits.

4. The member must have exhausted all accumulated sick leave and have missed ten (10) consecutive workdays without pay.

5. The member must make application to the Sick Leave Bank Committee by submitting certificates from two doctors attesting to the member's extended illness or accident. The Sick Leave Bank Committee will provide the necessary forms and determine the required information.

6. Upon approval by the Sick Leave Bank Committee of each application, members will be allowed to draw up to a maximum of one hundred (100) paid sick leave days from the bank. Payment of the benefits for these approved one hundred (100) days does not have to be continuous for the same illness. However, each request must be accompanied by a new application and the criteria in 1, 2, and 3 above

must be met.

7. All cases shall be reviewed when the 50th day of benefits is reached. The committee may request additional medical certification.

22.3.2 Utilization of paid sick leave will be determined based upon the following:

1. The Sick Leave Bank days, for payment purposes, are only effective on the days which are normally paid days for each particular job classification.

2. Members of the Sick Leave Bank who are drawing benefits are not eligible for sick leave or vacation accrual. Paid holidays occurring during the approved benefit period will be paid as a benefit of the Sick Leave Bank.

3. During the duration of the coverage by the Sick Leave Bank days, the recipient is responsible for submitting updated medical statements from both physicians at the end of each month or as otherwise advised by the committee's chairperson. This should be forwarded to the attention of the Chairperson of the Sick Leave Bank Committee.

4. When the physician(s) releases the member for return to duty, the member is required immediately to advise the Chairperson of the Sick Leave Bank Committee of this change in status. A member who fails to advise the chairperson of the release from a physician to return to work shall forfeit their rights to all sick leave bank benefits paid after the release and shall be personally liable for restitution to the bank of all unauthorized funds received.

22.4 ADMINISTRATION

22.4.1 The Sick Leave Bank shall be administered by the Sick Leave Bank Committee. The HSEF will be notified in advance of all meetings of the committee and will be provided with copies of all documents provided to the committee members. Provisions will be made by the administration to facilitate the monitoring of the committee's activities by the HSEF.

22.4.2 The Sick Leave Bank Committee shall be the final authority on all disputes concerning membership applications, benefit

applications, and on other matters that may come before the committee.

22.4.3 The Sick Leave Bank Committee shall be a committee consisting of:

1. Three (3) representatives appointed by HCTA.
2. Four (4) representatives appointed by the Superintendent.

22.4.4 The Chairperson shall have no voting power except in a tie breaking situation.

22.4.5 Enrollment forms and applications for benefits may be obtained from the Division of Human Resources.

22.4.6 Specific rules for the implementation of this bank may be developed by the Sick Leave Bank Committee.

22.4.7 Sick Leave Bank members shall be given an annual report of usage.

22.4.8 The membership eligibility and benefits (100 days) of the Sick Leave Bank may be changed when two-thirds of the Sick Leave Bank Committee recommends to the Sick Leave Bank members such a change. This change shall be approved by a majority vote of the voting members of the Sick Leave Bank.

22.5 THE SICK LEAVE BANK COMMITTEE SHALL FUNCTION AS FOLLOWS:

22.5.1 The Chairperson shall be responsible for conducting the meetings, corresponding with all applicants and attending to all other business of the committee.

22.5.2 The Chairperson shall select the Vice-Chairperson. The Vice-Chairperson shall be responsible for conducting the annual enrollment and to act in the chairperson capacity in the absence of the chairperson.

22.5.3 A quorum shall consist of three members plus the Chairperson or Vice-Chairperson.

SECTION 23 - HOLIDAYS

23.1 DAYS PER YEAR

23.1.1 Holidays shall be determined by the School Board when it adopts the annual school calendar. All 12-month employees shall receive 13 paid holidays. All less than 12-month employees shall

receive 6 paid holidays.

23.1.2 Payment is authorized for the holiday if the employee is in paid status (e.g. working, on paid sick leave, or on paid vacation) on the regularly scheduled workday immediately preceding the holiday or immediately following the holiday.

23.2 HOLIDAYS DURING VACATION

23.2.1 If a holiday falls within an employee's approved vacation, the employee will receive holiday pay and vacation will not be charged.

23.3 USE OF HOLIDAYS

23.3.1 Twelve month employees may request to use vacation days in combination with paid holidays to insure that they can have a full week off work at their request.

SECTION 24 - PAID VACATIONS

24.1 VACATION LEAVE

24.1.1 Upon successful completion of six (6) months' employment, and with the approval of the immediate supervisor, a non-instructional 12-month employee shall be granted accumulated vacation leave. Such leave may not be utilized until six months of permanent employment have been completed.

24.1.2 Vacation leave shall be earned on paid time only for 12-month permanent employees.

24.1.3 Vacation accrual rates for 12-month permanent non-instructional employees are based on continuous years of service and are as follows:

a. With less than five (5) years of service - 10 days per year.

b. With five or more years of service but less than ten years of service - 12 days per year.

c. With ten or more years of service but less than fifteen years of service - 15 days per year.

d. With fifteen or more years of service - 20 days per year.

24.1.4 Vacation accrual is cumulative to a maximum of 80 workdays. Accrued vacation will be paid out at the time of termination in accordance with normal payroll schedules and shall be limited to 60 days.

24.1.5 An employee desiring vacation leave must apply and receive approval of the immediate supervisor and the Human Resources Office. Employees must utilize the appropriate leave of absence form and must submit this form no later than two (2) workdays prior to the first day of vacation.

24.1.6 Each twelve (12) month employee shall be provided with an opportunity to take vacation days which would accrue annually. Normally, school based employees will not be granted vacation while school is in session. School based administrators will make every effort to accommodate vacation requests during non-school (regular) periods for custodial employees.

24.1.7 Less than 12-month employees do not accrue vacation.

SECTION 25 - ILLNESS AND ACCIDENT IN-LINE-OF-DUTY

25.1 Any employee shall be entitled to illness or accident in-line-of-duty leave when he/she is absent from his/her duties because of a personal injury received in the discharge of duty or because of certain infectious or contagious childhood diseases contracted in school work.

25.2 The employee shall receive normal pay for the day of the injury. Upon recommendation of Risk Management, the School Board may also pay normal salary to an employee who is injured on the job or has certain job related illnesses for the first ten (10) working days following such illness or injury. The maximum of paid days shall be ten (10) days in any given year regardless of the number of illnesses or injuries during that year. The ten (10) days will only be paid within a period following three (3) years after the accident occurred. Follow up doctor appointments and / or physical therapy will not be covered in this ten (10) days unless the authorized treating physician schedules an appointment and removes the employee from work. The employee must use the regular leave form to request paid days and submit to Risk Management for approval. The Risk Management Section will approve payment of the first paid day after an injury without proof of medical treatment. Approval of more than this first day will not be granted unless medical proof is attached indicating the employee is unable to work due to the injury. An employee who is given paid days will be reported in Code B of the payroll.

25.3 After the ten day period, the injured employee has a choice of

receiving Worker's Compensation benefits only, or supplementing Worker's Compensation benefits by utilizing a portion of a sick day to provide full salary equivalent. The combined benefits of both Worker's Compensation and paid days sometimes result in overpayment to an employee which must be returned.

25.4 If a doctor recommends an employee for modified duty (limited/restricted duty), the employee must be able to fulfill a majority of his/her work responsibilities as determined by the Occupational Health Nurse or the authorized treating physician. The work location supervisor must allow the employee to return to work and insure that the employee does not exceed the doctor's limitations. Modified duty status is only available for approved Worker's Compensation claimants, not for individuals returning from personal illness or injury.

25.5 In addition to all worker's compensation benefits, employees may also be entitled to illness in-line-of-duty leave when they are absent from duties because of certain illnesses contracted at work as determined by the Risk Management Department. All request for leave must be in writing and from a licensed treating physician. This policy is intended to deal with such uncommon diseases or infestations as infectious hepatitis, meningitis, scarlet fever, and the illnesses normally related to childhood diseases such as mumps, measles, chicken pox, head lice, pink eye, scabies, or impetigo. This does not include the normal adult illnesses such as the common cold, influenza, etc. (Children found to contain these illnesses or infestations shall not be allowed to return to school until such time as the condition no longer exists).

This extended benefit is not covered under worker's compensation law; therefore, employees must seek medical care of their own (without a medical referral form) and present their bills to the principal/supervisor. To receive benefits, the supervisor/principal must send a memo to Risk Management stating that the employee was personally exposed to a specific illness. Risk Management will investigate and determine if benefits are due and payable. Employees will be fully responsible for all bills associated with their claim. Risk Management will only issue payment directly to the employee and not the provider. Payment will be limited to actual out of pocket expenses not to exceed any group health plan co pay

amounts. Employees must use their group health benefits when seeking medical care under this benefit. Medical bills and leave of absence forms should be attached. Risk Management may specify maximum benefits for certain illnesses.

25.6 When a health hazard exists at a work location that necessitates preventive action or treatment, such as taking shots, to protect employees, the School Board shall make arrangements through the Health Department or other agency for such preventative action or treatment at no cost to employees.

25.7 The Board shall pay the employee's portion of the health and life insurance when the employee is receiving worker's compensation as a result of an injury or illness in-line-of-duty. However, it is the employee's responsibility to inform his / her principal / supervisor of any change in medical status and to provide written medical documentation.

25.8 An employee on worker's compensation leave is assured a return to the same position if the leave has been continuous for less than twelve months. If the worker's compensation leave has been continuous for more than twelve months, the employee will be assigned by the method of pool placement.

SECTION 26 - JURY DUTY OR COURT WITNESS

26.1 Any employee of the school system when called for jury duty or subpoenaed as witness for a situation related to his/her employment as a School Board employee shall be considered on temporary duty elsewhere and shall receive pay for his/her time on court duty. A copy of the court order or subpoena must be attached to the Request for Leave form. Verification of job relationship for witness leave must be noted on the leave form or attached.

SECTION 27 - MILITARY LEAVE

27.1 RESERVE ACTIVE TRAINING

27.1.1 Employees represented by the HSEF who are members of state or national reserve units shall be entitled to paid leave of absence for up to seventeen workdays in any fiscal year when on active duty for training purposes. Reservists shall plan their tour of duty during non-student periods to the extent possible. A copy of the Reservist's official orders shall accompany the employee's request for excused absence.

27.2 CALL TO ACTIVE DUTY

27.2.1 Employees who are reservists and are called to active military service shall be entitled to leave of absence with full pay for their regularly scheduled workdays within the first thirty (30) calendar days of leave. Thereafter the leave shall be without pay for the duration of the call-up. Subject to unit loss, pool transfers, reduction in force, and other actions that may affect the position, during the employee's leave of absence, upon return from leave, the employee shall return to the work site and classification where previously employed. All time on leave shall be credited to the employee for seniority, salary, and benefit purposes.

27.2.2 The workdays within the first thirty calendar days of any such leave shall be with full pay. Employees shall retain rights to their assignment until the end of the current school year. Employees returning from military leave will be credited with one (or a partial) year's experience for determining salary benefits, rights, and privileges for each year (or partial year) on leave. Upon expiration of the leave, a reservist shall be returned to the work site or classification where he/she previously served.

27.2.3 Reservists must present themselves for duty within 31 days upon release and must make themselves available to report to work no later than 90 days from the date of discharge from active service. Failure on the part of the reservist to return to work after 90 days will be considered as a break in service. Returning reservist must provide the appropriate discharge documents (DD-214) indicating an honorable discharge. Failure to submit this verification will invalidate the leave of absence and constitute a break in service. Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

27.3 VOLUNTARY SERVICE

27.3.1 Employees who volunteer for military service in the Armed Forces of the United States or the State of Florida are eligible for military leave without pay. Orders for induction must be submitted with the Request for Leave form. A maximum of four years leave may be granted unless a state of emergency exists.

27.3.2 Employees granted a military leave must, upon their release, present themselves for duty within 31 days and must make themselves available to report to work no later than 90 days from the date of discharge from active service. Returning employees

must submit a copy of his/her honorable discharge papers from the service. Failure on the part of the employee to submit this verification will invalidate the leave of absence and constitute a break in service. Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

27.3.3 Employees returning from voluntary military service shall be credited with one (or partial) year's experience for determining salary benefits, rights and privileges for each (or partial) year on leave. Upon expiration of the leave, an employee shall be returned to the work site and classification where he/she previously served.

27.4 STATE OR NATIONAL EMERGENCY

27.4.1 Employees who volunteer or are drafted into military service in a time of declared national or state emergency shall be granted military leave without pay upon submission of induction orders and the appropriate leave request form. A maximum of four years of leave under this section shall be available unless a state of national emergency continues to exist. Subject to unit loss, pool transfers, reduction in force and other actions that may affect the position, during the employee's leave of absence, upon return from leave, the employee shall return to the work site, classification, and pay grade where previously employed. All time on leave shall be credited to the employee for seniority, salary and benefit purposes.

27.4.2 Employees granted military leave must, upon their release, present themselves for duty within 31 days and must make themselves available to report to work no later than 90 days from the date of discharge from active service. Returning employees must submit a copy of their honorable discharge papers from the service. Failure on the part of the employee to submit this verification will invalidate the leave of absence and constitute a break in service. Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

27.4.3 Employees returning from military leave shall be credited with one (or partial) year's experience for determining salary benefits, rights and privileges for each (or partial) year on leave. Upon expiration of the leave, an employee shall be returned to the work site and classification where he/she previously served.

27.5 EMPLOYEES RETURN FROM MILITARY LEAVE

27.5.1 The employee returning from military leave must report to the employer within ninety (90) days of release and must be available to resume work not later than ninety (90) days from the date of discharge from active service. Returning employees must also submit a copy of their honorable discharge papers from the service. Failure on the part of the employee to submit this verification or report to work, will invalidate the leave of absence and constitute a break in service. Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

SECTION 28 - PERSONAL LEAVE WITHOUT PAY

28.1 Any employee may be granted temporary personal leave (maximum of thirty (30) calendar days) without pay, when extenuating circumstances dictate. This leave cannot be extended, but a new leave request can be made if the situation warrants it.

SECTION 29 - EXTENDED LEAVES

29.1 HEALTH LEAVES

29.1.1 At the completion of six month's employment, an employee who has exhausted the accrued sick leave may be granted an extended health leave of absence without salary or termination of employment.

29.1.2 To qualify for such leave, the employee must submit to the immediate supervisor a request accompanied by proper documentation in the form of a statement from an attending physician. The employee may also qualify for this type of leave for the illness of a relative provided their presence is required for the care of that relative. Such leave may be granted for a period not to exceed six (6) months.

29.1.3 If it becomes necessary to extend health leave for an additional six months, a new leave request with a current doctor's statement must be submitted prior to the expiration of the previous leave. This leave may be extended every six months not to exceed a total of thirty-six months.

29.1.4 An employee on extended leave of absence may return to his / her worksite at any time during the six month's period by submitting a written release from the attending physician stating that the employee is able to resume full and normal duties.

29.1.5 The employee must notify his/her supervisor two (2) weeks prior

to the expiration of the extended heath leave of his/her intention to return to duty from extended health leave. If the doctor releases the employee prior to the expiration of the six month's leave, the employee is expected to return to work immediately following the release and proper notification (two weeks).

29.1.6 An employee anticipating a leave or an "illness beyond accrued sick leave days" who wishes to continue health insurance coverage must contact the Insurance and Retirement Office prior to the leave in order to arrange for payments to cover the insurance premiums.

SECTION 30 - MATERNITY, ADOPTION AND CHILD CARE LEAVE

30.1 Pregnancy shall be considered as any other temporary disability of a non-occupational nature. Upon proper request, and at the completion of six months employment, any permanent employee shall be allowed leave for maternity purposes. The employee may elect to be placed on annual and/or sick leave insofar as such credit is accrued. Leave of absence without pay may be granted for the remainder of the necessary absence up to a maximum of two calendar months after the child's birth for normal recuperation. Since the anticipated date of arrival of the baby cannot be exactly determined, it will be necessary for the employee to submit a verification of the date of birth so that leave dates may be adjusted, if necessary. At the end of the two month period, the employee must return to work or request child care leave. (Legal Reference: FS 231.39, 1994 Edition)

30.2 Employees who are on approved maternity leave shall have their health and life insurance premiums paid by the School Board during such leave and including two calendar months after the child's birth. The employee should contact the Insurance Department for the correct procedure, prior to going on leave.

30.3 As in other health leaves, each employee shall be required to submit a physician's statement verifying that she is physically qualified to resume her normal duties. (Legal Reference: FS 231.39, 1994 Edition)

30.4 Adoption leave may be granted in compliance with child care leave. An employee may not use sick leave for the adoption of a well child. (Legal Reference: FS 231.39, 1994 Edition)

30.5 Child care leave may be granted, at the expiration of maternity

leave, for a period not to exceed four months. Child care leave may also be granted for adoption for a period not to exceed four months.

SECTION 31 - FUNERAL LEAVE

31.1 In the event of the death of a member of the immediate family (employee's spouse, child, mother, father, brother, sister, guardian, stepparent, stepchild, grandparent, grandchild, daughter-in-law, son-in-law, parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, or any relative residing within the employee's household), an employee on permanent status shall be granted up to three (3) days of paid leave to facilitate attendance at the funeral.

31.2 Funeral leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account and is not accumulated in the manner of annual or sick leave. Payment in lieu of funeral leave is not authorized.

31.3 An employee may apply for personal leave or may use accumulated sick leave for personal trauma associated with the death of a member of the employee's immediate family.

SECTION 32 - PERSONAL LEAVE

32.1 Up to five days per year for personal leave may be charged to sick leave. The employee shall notify his/her immediate supervisor in person or by telephone prior to taking said leave. The only statement necessary to justify the use of this leave shall be that it is for personal reasons.

32.2 An employee shall be granted a personal leave for one school year or the remainder of a school year upon completion of three years of employment and with a minimum of two weeks notice. Employees are encouraged to give as much notice as possible when seeking such leave. One additional year of personal leave may be granted after each three years of employment in the Hillsborough County School System. Such leave shall not be cumulative. An employee cannot accept full-time employment while on personal leave unless the spouse is enrolled as a full-time student or is serving on military duty.

SECTION 33 - GENERAL PROVISIONS

33.1 ADMINISTRATIVE REVIEW

33.1.1 The Union may request an administrative review with the appropriate Assistant Superintendent through the General Director of Employee Relations, Human Resources Division, when the Union has a concern which it feels affects the welfare of the employees. The use of this procedure does not negate the use of other remedies in the contract.

33.2 ABSENCE FROM DUTY (ILLNESS OR PERSONAL LEAVE)

33.2.1 An employee who will be absent from duty shall notify his/her supervisor as early as possible, preferably the night before the absence and not later than one (1) hour prior to the employee's reporting time except in cases of emergency.

33.2.2 All absences from duty must be for a reason which can be excused by the administrator/immediate supervisor. Employees who are willfully absent from duty without leave or misrepresent the cause of absence, shall forfeit compensation for the time of such absence, and shall be subject to disciplinary procedures.

33.3 BENEFITS WHILE ON LEAVE

33.3.1 Employees on approved leave or on retirement may continue health insurance coverage by paying the premium to the school system.

SECTION 34 - INSURANCE BENEFITS

34.1 COMPREHENSIVE MEDICAL INSURANCE

34.1.1 The School Board agrees to pay 100% of the negotiated amount of the employee-only premium for the health plans offered by the district.

34.1.2 The School Board shall pay an amount equal to the employee-only premium for the POS Plan, toward the Preferred Provider Option (PPO) plan for those employees who select that option. The difference in cost shall be paid by the employee.

34.1.3 The employee may insure his/her dependents with the School Board's comprehensive multiple option medical insurance program, provided that he/she pays the additional premium and provided they are enrolled within the first thirty-one (31) days of employment or within the first thirty-one (31) days of a change in dependent coverage. Evidence of insurability will be required during other times. Employees have the option of enrolling

dependents each year during the transfer period.

34.1.5 In the event of layoff, employees will be permitted to continue as members of the health group for up to one year at their own expense past the time of prepaid coverage or until covered by a new employer, whichever is sooner.

34.1.6 The Board shall make available to employees a pre-tax benefit program that will allow employees to purchase insurance and other benefits through pre-tax payroll deduction.

34.1.7 Should the current Insurance Committee System cease to exist and/or sunset, the Board would automatically be required to negotiate any changes in cost or benefits of the Comprehensive Medical Insurance Program with the union.

34.2 TERM LIFE INSURANCE

34.2.1 The School Board agrees to pay the premium for employee coverage for term life insurance equal to one times an employee's annual salary rounded to the next higher $1,000 with a minimum of $10,000. The employee shall designate a beneficiary for the payment of such coverage.

34.2.2 Employees on approved leave or on retirement may continue insurance coverage by paying the total premium on a monthly basis to the school system. When on extended health leave, life insurance and health insurance premiums will continue to be paid by the Board for the remainder of the fiscal year.

34.2.3 If an employee's work hours vary, life insurance benefits will be based on the normally contracted hours established for that position.

SECTION 35 - TERMINAL PAY, RETIREMENT

35.1 In order to encourage and reward employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to those employees upon termination of employment at retirement, or to their beneficiaries if service is terminated by death. Terminal pay shall be:

a. After completion of ten years of creditable service and through the twelfth year of service, an employee will be paid 50% of his/her hourly rate of pay times the number of hours he/she has accumulated in sick leave.

b. During and after the thirteenth year of creditable service, an employee will be paid 100% of his/her hourly rate of pay times the number of hours he/she has accumulated in sick leave.

SECTION 36 - SUBSTANCE ABUSE POLICY AND PROGRAM

36.1 SUBSTANCE ABUSE POLICY

Employees shall not use, possess, transfer, or sell any alcohol or controlled substance during work hours, including lunch, break and/or rest periods. Employees shall not use any alcohol or controlled substances outside their work hours in such a manner as to impair their performance or be observed or detected during work hours.

36.1.1 Drug testing shall be consistent with the right of employees to privacy, freedom from self incrimination and unreasonable search and seizure as well as other rights established by applicable federal and state statutes. If an employee is properly selected for random drug testing and the time for such testing conflicts with a verifiable scheduled appointment with a physician, the appointment shall take precedence and the drug testing will be done at another time.

36.1.2 Where a reasonable suspicion of the use of, or impairment by, illegal substances exists the following procedures shall be followed:

a. The employer will follow the Federal Department of Health and Human Services technical and scientific guidelines covering employee consent, specimen collection, chain of custody, specimen processing and reporting of results.

b. Testing will be done by a reputable, independent laboratory and will require a screening test and a confirming test on each positive specimen.

c. The initial screening test shall be by the Enzyme-Multiplied Immunoassay Technique (EMIT).

d. The confirming test shall be by the Gas Chromatography/Mass Spectrometry (GC/MS) method.

e. At times other than working hours, if through the fault of the district or testing agency, more than one hour is used

to complete testing procedures, the employee shall be compensated at their regular hourly rate of pay or overtime if eligible for such time. Should a bus driver make a claim for this compensation, he/she must provide documentation that this time spent caused the driver to exceed the five (5) hours allotted for related duties for that week.

36.1.3 All information, interviews, reports, statements, memoranda, and records of all referrals, screening and confirming tests shall be held in strictest confidence by the independent testing laboratory and by all personnel in the school district authorized to have knowledge thereof.

36.1.4 All related investigative and medical records will be handled with the confidentiality afforded under Florida Law.

36.1.5 Rehabilitation. A test which results in a finding of the presence of drugs above the recognized standard cutoff level (confirmed positive) during work hours shall be grounds for discipline up to and including dismissal. An employee who agrees to submit to a recovery program, Employee Assistance Program or other rehabilitation program normally shall be given one opportunity for rehabilitation. Upon certification of satisfactory completion of the rehabilitation program, the employee may have the option of returning to his/her former position at the discretion of the district. When necessitated by the structure of the program, the employee may use accumulated sick leave, vacation leave, or leave without pay for the duration of the treatment.

36.1.6 Employees shall be provided with a list of over-the-counter and prescription medications which may produce positive results on the specified tests. No employee shall be relieved from duty for taking medication prescribed by a physician.

36.1.7 Discipline or discharge for substance abuse shall be for just cause and shall be subject to Section 4, Grievance Procedure. In addition to the requirements of Section 9.2, just cause for discipline must be consistent with the conditions of Section 36.1.1.

36.1.8 Standards and methodology for testing for the use of alcohol are being developed by the Federal Department of Transportation. When those standards and testing methods are finalized and published in the "Federal Register" alcohol testing shall be incorporated into this section by reference. The testing standards

of federal, state, or local law shall apply to the extent that such standards are binding on the employer.

36.1.9 For the purposes of this policy, self-disclosure of substance abuse shall be treated as an illness of a non-occupational nature. In such a situation, the employee shall be allowed to return to employment within the district if he/she agrees to provide written proof of rehabilitative treatment, successfully passes a substance abuse test before returning to work and subject himself/herself to random follow-up testing paid for by the School Board. This period of testing will not exceed sixty (60) months. Whether or not the employee is returned to his/her former position is at the discretion of the Board.

36.1.10 Substance abuse must be self-disclosed prior to any official notification to report for testing or prior to any investigation. Failure to self-disclose may result in the forfeiture of provisions identified in Section 36, Substance Abuse Policy and Program.

SECTION 37 - SALARIES

37.1 Salaries as negotiated within this contract are located in the "Salary and Pay Date Schedules Books."

37.1.1 Step movement will occur provided an employee was employed on or before February 1. Employees on extended leave during the year will be adjusted individually according to the "one-half year and one day" procedure.

37.1.2 Promotional positions shall receive a step increase at the time of assignment and shall receive their next step adjustment at time steps are granted even if the probationary period has not been completed.

37.1.3 Newly hired employees with no previous experience with the School Board of Hillsborough County shall be placed at Step 1 of the appropriate paygrade of the salary schedule. The Superintendent, utilizing School Board policies and procedures, may hire an employee beyond Step 1.

37.1.4 An employee assigned to fill a position during the absence of an incumbent will be paid a salary that is the equivalent of 4% rounded up or the minimum salary for the job class which ever is higher above the acting employee's regular salary if the assignment is to a job class in a higher salary grade, (e.g. custodian to crew leader).

37.2 JOB RECLASSIFICATION STUDY

37.2.1 The parties agree to establish a three (3) year cycle for the review of job classifications within the unit. Recommendations for changes in these job classifications will be subject to School Board approval.

The procedure for the review of individual classifications shall be established by mutual consent and shall be reviewed on an annual basis.

SECTION 38 - SAVINGS CLAUSE

38.1 If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in effect.

38.2 Any substitute action to the provisions of this contract contemplated by the Board shall be subject to negotiations with the Union.

38.3 Any section of this contract may be reopened by mutual consent of the Board and the Union.

38.4 Be specific reference, the School District of Hillsborough County's Safe Driver Plan is hereby incorporated as part of this contract. The district's Safe Driver Plan Committee will meet annually to review the Safe Driver Plan for the purpose of considering any necessary changes to be recommended to the Superintendent.

38.5 Should Florida Statutes be repealed relative to any subject affecting wages and hours, and terms and conditions of employment for any members of the bargaining unit in which the Board anticipates changing the present practice, negotiations shall commence immediately relative to the areas affected by the change in status.

38.6 It is agreed that upon ratification, the parties will meet and confer concerning possible revisions in the grievance procedures.

SECTION 39 - EFFECT OF AGREEMENT

39.1 This Agreement shall remain in full force and effect until June 30, 2005, except as provided in 39.3 below and shall continue unless written notice to modify or amend is given by either party

at least ninety (90) days before the aforementioned expiration date.

In the event such notice is given, negotiations shall commence within a reasonable time after the giving of the notice.

39.2 During any reopening of negotiations for changes to take effect during the term of the Agreement, the existing provisions of the Agreement shall remain in full force and effect until modified sections are executed.

39.3 This Agreement may be reopened for the 2003-2004 and 2004-2005 school year upon request of either party on the subjects of money items and other items may be reopened if affected by legislation or by mutual consent of both parties.

39.4 The agreements contained herein constitute the full and complete agreement between the HSEF and the Board and shall not be changed, altered, modified, or amended by either party except as provided in 39.2 and 39.3 above.

200205HSEFContractpri.wpd

In witness whereof, the parties hereto have caused their duly authorized representatives to execute this agreement on this 4th day of November, 2002.

Richard M. Martinez
General Director

Robert Scott
Executive Director

Earl J. Lennard, Ph.D.

Stuart Sherman, President

Doris Ross Reddick, Chairman

CONFIDENTIAL INFORMATION

SCHOOL DISTRICT OF HILLSBOROUGH COUNTY

HSEF EMPLOYEE EVALUATION

Employee Name _____ P/R Code _____

Social Security Number _____ Work Location _____

Job Code and Title _____ Rating Period _____ to _____

Rating Purpose: ( ) Annual ( ) Extended Probationary ( ) Extended Promotional ( ) Career Development

A conference on this evaluation will include a review and discussion between the evaluator and employee of the items listed below.

S – Satisfactory NI – Needs Improvement U – Unsatisfactory NA – Not Applicable

SECTION I	S	NI	U	NA	COMMENT, if applicable
QUANTITY					
1. Amount of work produced in terms of the particular job					
2. Completion of work on schedule					
3. Skill in handling special assignments					
QUALITY					
4. Accuracy					
5. Thoroughness					
6. Neatness					
7. Application of instructions					
8. Amount of follow-up and supervision required					
ATTITUDE					
9. Cooperation					
10. Dependability					
11. Adaptability					
12. Initiative					
13. Stability					
14. Relationship to other employees					
15. Tact					
16. Attitude toward direction or instruction					
17. Willing spirit					
18. Public relations					
WORK HABITS					
19. Regularity of attendance					
20. Punctuality or tardiness					
21. Use and application of time					
22. Observation of rules and safety practices					
23. Use or abuse of property					
24. Care or abuse of county property					
25. Effect of habits on the work of others					

SECTION II

RATER'S COMMENTS: (If applicable)

A. Exceptional Qualities _____

_____

B. Specific areas on which to concentrate _____

_____

Date _____ Rater's Signature _____

Title _____

SECTION III

RATER'S RECOMMENDATIONS:

( ) Annual evaluation is satisfactory

( ) Place on career development/career observation

( ) Release from extended probationary/extended promotional

( ) Release from career development, career observation – release step increase if scheduled

( ) Retain on career development/extended probationary/extended promotional

( ) Unsuccessful promotional observation period – return to previous classification

( ) Receive administrative transfer

( ) Dismiss as of _____

SECTION IV

SUPERVISORY REVIEW: (If applicable)

I have reviewed this report and ( ) agree ( ) disagree. Where reviewer disagrees, specific comments are required.

REVIEWER'S COMMENTS: (If applicable)

_____

_____

Date _____ Reviewer's Signature _____

Title _____

SECTION V

EMPLOYEE'S VERIFICATION

I have reviewed this rating report and have discussed it with the rater and have been given the opportunity to discuss it with the reviewing supervisor. Signature of employee does not necessarily imply agreement with evaluation. Employee has the option to submit an addendum to the evaluation.

Date _____ Employee's Signature _____

Distribution: Personnel - Employee - Rater/Reviewer
Send original to Personnel, ROSSAC, Route 7. Make copies for distribution as noted above.

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