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Title: **Broward County School Board and Federation of Public Employees (FOPE), National Federation of Public and Private Employees, MEBA AFL-CIO, District 1 (2004)**

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PREAMBLE

This Agreement is entered into this first day of July 1, 20012004, by and between The School Board of Broward County (hereinafter referred to as the "Board,") and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, an affiliate of District 1, MEBA AFL-CIO (hereinafter referred to as the "FOPE.")

Witness:

WHEREAS, the Board and FOPE have negotiated in good faith, with the FOPE acting as the exclusive agent for certain noninstructional personnel included in the certified unit with respect to wages, hours, and terms and conditions of employment, and whereas the parties, following extended and deliberate negotiations, and having had an opportunity to discuss freely all issues, have reached certain understanding which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

DEFINITIONS

Terms in this agreement shall be defined as follows:

A. "Administration" – The superintendent, area and associate superintendents, principals, department heads, and/or their subordinate managers and supervisors responsible for the various levels of administration, excluding bargaining unit members.

B. "Board" – The School Board of Broward County, Florida.

C. "Employee" – A member of the bargaining unit.

D. "FOPE" – Federation of Public Employees, a division of the National Federation of Public and Private Employees, an affiliate of District 1- MEBA AFL-CIO.

E. “Immediate Supervisor” – The person responsible for the daily supervision of an employee.
F. "Layoff" – A reduction of employees instituted by the Board. Loss of employment through no fault of the employee.

G. “Overtime” – Hours worked in excess of an employee’s normal work week.

H. "Permanent Employee" – An employee who has satisfactorily completed his/her initial probationary period with the Board, as defined in Section I J below.

I. "Permanent Part-Time Employee" – An employee who has satisfactorily completed his/her probationary period, as defined in Section J below, in a position which calls for the employee to work less than the normal work week, but at least twenty (20) hours per week.

J. "Probationary Employee" – For purposes of this contract, a probationary period shall be one hundred ninety-six (196) calendarwork days. Employees assigned to a calendar containing less than 196 work days, shall serve a probationary period equal to 100% of their assigned calendar.

1. Eligibility for employee insurance benefits starts the first of the month following receipt of the employee's second bi-weekly pay check as a probationary employee (non-temporary).

Probationary employees shall accrue sick leave and those assigned to a vacation earning calendar shall accrue vacation leave after completing their forty-fifth (45th) workday; however, said employees shall not be able to utilize sick leave until they have worked ninety (90) days, and may not utilize vacation leave until the completion of their probationary period.

Should the employee be terminated prior to completion of the full probationary period, all leave shall be returned to the Board.

2. During said probationary period, the Board may suspend, discipline or discharge a probationary employee for any reason whatsoever except for lawful union activities, and no claim will be made by the employee or by the FOPE that the action was improper. During the probationary period, the affected employee is not entitled to any representation nor may the employee file a grievance under this contract, nor under the Board policy grievance procedure.

3. Sections 1 and 2 only apply to probationary employees who have not successfully completed their initial probationary period and are not permanent employees.

K. “Promotion” – The movement of an employee from one job classification to another job classification, which has a pay grade higher than the employee’s former job classification. See Article 12, Section G.

L. “Demotion” – See Article 12, Section G.

M. “Upgrade” – See Article 12, Section G.

N. “Lateral Movement” – See Article 12, Section G.

LO. “Seniority" – Shall be defined as the length of continuous service with the Board as a member of the unit (as defined in “O” below). "Continuous Service" means uninterrupted employment with the Board and it shall include the time, if any, that an employee's name is on the seniority recall list of laid-off employees, and it also shall include the time, if any, that an employee's service shall be con-sidered continuous even though the employee is employed from school year to school year on a calendar which is shorter than twelve (12) months.

MP. "State Regulations" – Regulations adopted by the Department of Education of the State of Florida to clarify and implement statutes which relate to education in the State of Florida.

NQ. "Temporary or Temporary Part-Time Employees" – An employee hired for a specific duration of time.

OR. "Unit" – Employees in job classifications within the bargaining unit represented by the FOPE.

P. “Upgrade” – The movement of a classification of employees to a higher pay grade.

QS. "Working Days" – The workdays of an employee's regular work week.

T. “Panel Interview” – consists of three (3) or more interviewers.

ARTICLE 1

Recognition and Negotiation Procedures

A. Recognition

The Board recognizes the FOPE as the sole and exclusive bargaining agent for all secretarial/clerical/technical employees listed by the Public Employees Relations Commission (PERC) Case #RC-85-045.

B. Negotiation Procedures

In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the members of the bargaining unit voting, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and reach tentative agreements in the course of the negotiations.

There shall be four (4) executed copies of any final Agreement. Two (2) copies shall be retained by the Board and two (2) by the FOPE.

Any costs incurred by prior mutual agreement through impasse procedures will be shared equally by the Board and the FOPE unless otherwise provided by law.

C. NEGOTIATING TEAM

The negotiating team shall consist of no more than twelve (12) bargaining unit employees. These employees shall be allowed to attend all negotiating sessions that occur during their regular working hours with pay, and six (6) employees shall be given time off with pay to ratify the contract each year. Such time shall be paid at straight time.

CD. Labor Management Committee

1. Upon mutual agreement, five (5) representatives of the Administration and five (5) representatives of the FOPE will meet during the regular school year on an as-needed basis at times convenient to both parties for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise therefrom. These meetings are not intended for the purpose of negotiations or to bypass the grievance procedure. Further, each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda covering what it wishes to discuss. Agenda items must be mutually agreed upon at least twenty-four (24) hours prior to the meeting.

Should such a meeting result in a mutually acceptable amendment to this Agreement, then said amendment shall be subject to ratification by the Board and the FOPE. Agendas may include discussion of appropriate calendar reporting and closing dates. One of the purposes of this Committee shall be to develop proposals for a viable inservice education program for members of the bargaining unit.

2. The parties acknowledge that technological advancement has substantially impacted the workforce. Labor and Management will form a committee to review classifications covered by this agreement. This committee will be comprised of six (6) members: three (3) FOPE representatives and three (3) members of Management. The committee will meet on a regular basis at times mutually agreed upon. The committee will forward reclassification requests to the Director of Personnel.

DE. Calendars

Prior to Board adoption of calendars to which the FOPE unit members are assigned, the Superintendent or designee shall annually consult with representatives of the FOPE for suggestions and input.

ARTICLE 2

NON-DISCRIMINATION

A. The Board and the FOPE agree that the basic intent of the Agreement is to provide a harmonious working relationship between the Board and the FOPE. The Board and the FOPE agree that all provisions of this Agreement shall be applied to all employees covered by it, and that the Board and the FOPE affirm their joint opposition to any discriminatory practices as provided by law.

B. Neither the FOPE, its representatives or members, nor the Board, nor its representatives, will intimidate or coerce any employee or discriminate against any employee by reason of the employee's membership or non-membership in the FOPE. Membership, non-membership, or legitimate activity under applicable labor laws or provisions of this Agreement will not jeopardize an employee's good standing with the Board or opportunity for advancement.

C. The Board and the FOPE agree they will not discriminate against any employee because of gender, race, religion, disability, age, national origin or sexual orientation.

D. Administrative procedures have been established by the State of Florida and the United States for the handling and processing of claims of unlawful employment discrimination based on race, color, religion, sex, national origin, or disability. The FOPE and the Board encourage bargaining unit members who believe that they have been victims of employment discrimination based on race, color, religion, sex, national origin, or disability to file such claims with the United States Equal Employment Opportunity Commission, the Florida Commission on Human Rights, or the applicable Florida or Federal court. Claims of employment discrimination based on race, color, religion, sex, national origin, or disability shall not be processed as grievances.

ARTICLE 3

Hours of Work and Overtime

A. Hours Of Work

The normal workday (except as provided for in D below) for full-time permanent unit employees shall be no longer than seven and one-half (7-1/2) consecutive hours (including one-half hour unpaid lunch period) for school personnel and eight (8) consecutive hours (including a one-hour unpaid lunch period) for county-level personnel. Employee lunch break may be changed according to the needs of the department. The supervisor will give the employee written notification if lunch time is changed for three (3) days or more.

The lunch period shall not be interrupted, except in case of emergency, as determined by the administrator. Employees who are required to work during their scheduled lunch period shall receive their lunch period in its entirety.

B. Overtime

Hours worked up to 40 in a week shall be compensated at straight time.

Employees who work overtime in excess of forty (40) hours work per week shall be compensated at an hourly rate, one-and-one-half times their regular hourly rate. By written mutual agreement of the appropriate administrator and the affected employee, compensatory time may be given in lieu of overtime for the first 160 hours of actual overtime.

1. The compensatory time must be granted at a rate not less than one-and-one-half hours for each hour of overtime worked. Therefore, an employee may not accrue more than 240 hours of compensatory time (160 hours of overtime x 1.5 hours of compensatory time).

a. An employee may request the use of compensatory time in full-day or half-day units. For the purpose of medical or dental appointments hourly increments may be requested.

b. A request for the use of compensatory time shall be made by the employee, on the appropriate compensatory request form, not later than forty-eight (48) hours prior to the time/date compensatory time is requested to be used, except for an emergency, as determined by the administrator or designee.

c. The compensatory time request form shall be submitted by the employee to the division head for consideration and shall not be unreasonably denied. Within twenty-four (24) hours of submission of the request, the employee shall be notified of approval or denial of the request.

2. From time to time, the employee's supervisor may require the performance of overtime.

Overtime shall be offered to qualified permanent employees on a rotating basis as follows: the offer shall be extended to the most senior permanent employee first and then in a descending order, based on seniority, until all permanent employees have had the opportunity to perform overtime.

All overtime shall have the prior written approval of the appropriate administrator. Said approval must be provided to the employee before the start of the overtime to be worked.

3. Whenever possible, at least twenty-four (24) hours advance notice that overtime will be necessary, shall be given to the employee.

4. Administrators shall be responsible for documenting all compensatory time and will comply with the provisions of the Fair Labor Standards Act. The administrator shall provide employees with the compensatory time balance within a reasonable time after a request is made.

5. This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week.

C. Breaks

All employees working six (6) or more hours per day shall have two (2) fifteen (15) minute paid breaks each day, one in the morning and one in the afternoon. Employees working less than six (6) hours per day shall have one (1) fifteen (15) minute paid break each day. Scheduled breaks may not substitute for paid work time. Break schedules will be determined by the appropriate supervisor. Supervisor will provide written break schedule to employees.

D. Four day/10 hour work weeks

The Board reserves the right to establish and utilize a four-day, up to a 10-hours per day work week schedule. The normal workday for full-time permanent unit employees shall be no longer than ten (10) consecutive hours (including a one-half hour unpaid lunch period for school personnel and including a one-hour unpaid lunch period for county-level personnel).

1. No work week will include both weekend days as a workday for any employee except on a voluntary basis. A schedule may indicate Sunday as the first day of the work week or Saturday as the last day of the work week.

2. For purposes of this section, at such time as a vacancy exists or a new shift/work week becomes available, volunteers will be solicited from all applicable employees prior to the filling of the position(s).

3. Where more volunteers are available than open positions, seniority and qualifications shall prevail among the applicable employees.

4. Where there are no volunteers or not enough volunteers to fill the opening(s), the position(s) will be filled in reverse seniority order.

5. In the event that the Board implements this four day work week in an entire department, and this creates a serious medical and/or personal problem, substantiated by a Board selected physician or acceptable written explanation as determined by the Superintendent (designee), on any employee within the department, the Board shall strive to reasonably accommodate the employee's individual needs.

6. In the event that the majority of employees at a location wish to request the consideration of a four (4) day work week, but the immediate supervisor is opposed to it, a representative of the staff will be allowed to present the request to the Director without any reprisal.

ARTICLE 4
CONDITIONS OF EMPLOYMENT

A. Notice Of Employment

On or before June 1st, a written notice concerning the employee's re-employment for the following year shall be sent to any permanent employee whose work status, work location and/or position is being changed for the following year.

B. New Employees

New employees and those newly appointed to a position will be given a department orientation within six (6) weeks of reporting to work. Orientation will include: review of the employee's job description and duties, organizational chart of department/division/district, evaluation form and procedures, work schedule, lunch and break schedules. New employees shall be given a Notice of Employment Status, Salary and Benefits, within fifteen (15) working days after Board approval of their employment. The Collective Bargaining Agreement in effect shall be accessible through the SBBC Internet. The Board shall provide the FOPE with a written list containing the name and work location of new employees not later than ten (10) working days after Board approval of their employment.

C. Substitute/Temporary Hires

A temporary employee shall be automatically terminated by the Board after six (6) months of temporary status, except when the temporary employee is replacing a bargaining unit employee on disability leave, worker's compensation or maternity leave. Temporary employees shall not be eligible for any fringe benefits (i.e. paid holidays, annual leave, sick leave, retirement, etc.).

Temporary employees shall not be covered by any of the provisions of this Agreement. Temporary employees who are placed in full-time positions shall be entitled to utilize time accrued as a temporary employee up to sixty (60) days toward their probationary period, provided such temporary employment immediately precedes placement in a full-time position.

D. Re-employment of Veterans

Veterans of military service shall be re-employed in accordance with provisions of applicable law.

E. Bargaining Unit Information

Upon request, the FOPE shall receive two (2) disks, one (1) by job position and one (1) by work location, listing members of the bargaining unit, detailing the following:

1. Contract Days

2. Beginning Date of Employment by the Board

3. Beginning Date In Present Position

4. Salary

The FOPE shall have the right to question the Administration relative to what may appear to be an irregularity.

F. Transacting Union Business

Duly authorized representatives of the FOPE and its respective affiliates may, with the approval of the administrator, be permitted to transact official FOPE business on school property at all reasonable times provided that this shall not interfere with or disrupt normal office operations.

G. Student Discipline

Discipline of students shall be the responsibility of the Administration.

H. Student Contact

Clerical employees' duties shall not include physical contact with students except in emergency situations as defined by the principal or designee, the designation of an emergency shall be made in a reasonable manner. Rubber gloves shall be available on the premises at all times for use in an emergency.

I. Health and Safety

There shall be compliance with laws relating to health and safety of personnel. Whenever an unsafe or hazardous condition exists, the employee aware of the condition shall report it to the immediate supervisor who shall make every effort to take immediate steps to correct the unsafe or hazardous condition. If the immediate supervisor cannot correct the problem within ten (10) work days of the date made aware of said problem, the affected area/associate superintendent shall be notified for the purpose of investigation and resolution of the matter. This deadline may be extended by mutual agreement between the parties. Employees are expected to use appropriate judgment in evaluating immediately hazardous or dangerous conditions, and notifying the appropriate administrator when they believe an area should not be occupied by students or employees.

J. Personal Vehicle Use

Any employee required to have access to an automobileutilize their personal vehicle to perform assigned school district duties, shall be provided expense reimbursement at rates established in accordance with the Florida Statutes, Board Policy, and Rules and Regulations. All such trips must be pre-authorized by the immediate supervisor. Effective July 1, 1995, a rate of twenty-nine (29) cents per mile is authorized.

K. Bomb Threats

Employees shall not return to schools or other employment centers which have been evacuated due to bomb threats until clearance for such returns has been given by proper authorities. Employees shall not be required to search for bombs.

ARTICLE 5
PROCEDURES FOR FILLING VACANCIES

The Board shall provide the FOPE with a copy of all current bargaining unit job titles and descriptions and thereafter, all new and revised job titles and descriptions, as they become Board approved consistent with

those currently covered by this bargaining agreement, shall be provided to the FOPE prior to Board approval.

A. A vacancy shall exist when there is an unfilled, permanent, budgeted position.

B. When a vacancy is to be filled, the District shall first comply with the provisions of Article 11 (Recall) and then Article 6 (Transfers). If the position is to be made permanent, it is to be advertised.

C. Notice of any remaining vacancy shall be posted on the bulletin board in a designated work area of all employees. A copy of said notice shall be given to the FOPE at the time it is posted.

D. No applicants shall be recruited to fill a vacancy from among persons who are not permanent members of the bargaining unit until five (5) working days after providing the FOPE with a copy of the Notice of Vacancy.

E. The Notice of Vacancy shall include the title, calendar, work location, salary range, classification, qualifications of the position, test score requirements, effective date of the position, and deadline for, filing an application and/or resume for the vacancy, and the person to whom the application is to be filed. No employee shall be denied the right to apply for a vacancy as conveyed through the provisions of this article when preferences are listed in the job vacancy posting.

F. No vacancy shall be filled prior to the closing date, as posted on the Notice of Vacancy.

G. The Notice of Vacancy shall remain posted for not less than seven (7) working days before the deadline for applying for the position.

H. Prior to applying for a vacancy, the applicant must be qualified for the position through the District Testing Program. When the qualifications and past performance are substantially equal, preference shall be given to permanent employees and among such employees, those with the greatest bargaining unit seniority.

I. All vacancies must be filled according to the provisions of this Agreement. These will include:

1. Recall List

2. Notice of Transfer List

3. Regular Posting Procedures

J. In all situations where a vacancy is to be filled, the administrator and/or designee will interview qualified candidates for the positions, and the final selection will be made by the administrator and/or designee in accordance with the provisions of this Article. Any position for which a panel interview is necessary to assist the administrator in making this decision, shall require notice of the intended use of such panel to be included on the advertisement of vacancy.

K. If an administrator wants to promote a permanent clerical unit employee of the staff to a position in the same work location, providing the promotee has passed the required test(s) and meets all other qualifications for the position, there will be no need to advertise that position.

When the employee receives a promotion under the provisions of this Article, the employee will serve a maximum evaluation period not to exceed thirty (30) days, and shall be paid at the rate of pay of the position formerly held by the promoted employee. At the completion of the evaluation period, should the employee's performance be deemed unacceptable, the employee shall return to the former position at the work site. If the employee's performance is satisfactory in the position to which promoted during the evaluation period, and the employee remains in that position, the pay will be at the rate of the promotional position, retroactive to the initial date of the promotion. The supervisor may recommend a waiver of the

evaluation period or a reduction in the evaluation period. Such written recommendation shall be sent to the Director of Noninstructional Staffing who has the authority to approve or disapprove the recommendation.

L. The Noninstructional Staffing Department will make every effort to act within fifteen (15) working days upon all Personnel Action Forms, which involve a promotion/upgrade and/or salary increase.

M. The Noninstructional Staffing Department will make every effort to act upon all Personnel Action Forms before the close of the fiscal year, June 30.

N. Should it be required that an employee be interviewed for a job vacancy during working hours, the employee shall be given time off with pay for said interview. Employees should strive to schedule interviews for their lunch break or after work hours. Test results shall contain actual test scores achieved.

O. Bargaining unit employees shall be given first consideration for scheduling test dates and locations.

P. Summer School Vacancies: Clerical summer school positions shall be filled according to the following procedure:

Permanent bargaining unit employees working at schools or centers which are designated by the Board as summer schools, shall have the first opportunity to fill the summer school vacancies within their classification at their work location. If there are more applicants for these positions than positions available, employment shall be offered based on the highest work location seniority within classification of each applicant.

Q. An applicant with an overall annual evaluation rating of "unsatisfactory" shall be ineligible for a promotion to an existing vacancy.

R. When an employee is promoted, transferred or is appointed to a new position, the principal/administrator must strive to release the employee to the new position no later than three (3) weeks after receiving written notification of the employee's acceptance of the new position.

ARTICLE 6

TRANSFERS

A. Voluntary Transfers

1. Employees who desire to transfer to any vacant position shall file a written statement with their administrator on such form set forth in Appendix C, one copy of which shall be filed with the administrator of the employee, one copy filed with the Noninstructional Staffing Department, and one copy to be retained by the employee.

2. Employees who desire to transfer to a position in another location shall file a written statement, with the Non-Instructional Staffing Director, on the form as set forth in Appendix C, with a copy to their administrator. When a vacancy arises in such location, due consideration shall be given to such transfer request before the assignment of any employee to such position.

3. Employees who have requested a transfer shall be notified in writing of the Administration's action on said request as soon as action is taken. All unfilled transfer requests shall remain active until withdrawn, in writing, by the transferee.

4. No assignment of new employees to a specific bargaining unit position in the school district shall be made until all pending requests for reassignment or transfer to that position have been given due consideration and have been acted upon.

5. An applicant with an evaluation rating of “unsatisfactory” in attendance or in overall performance shall be ineligible for a transfer to an existing vacant position.

6. FOPE employees who voluntarily transfer to bargaining unit position vacancies shall earn the salary assigned the position and suffer no loss of seniority.

B. Involuntary Transfers

1. An involuntary transfer may be made when, in the judgment of the Superintendent, such a transfer is necessary for the good of the Board.

2. No employee shall be transferred during the terms of this Agreement on the basis of the employee's salary.

3. If an administrator is assigned or transfers to a new work site, the Administrator may choose to take one bargaining unit member of the staff to the new location.

a. Any bargaining unit employee who is hereby displaced through the provisions of this section shall be offered three (3) positions in the same job classification/pay grade.

b. If no position is available in the same classification/pay grade and the employee accepts a position in a lower classification/pay grade, the employee shall not suffer a reduction in pay for a period of twelve (12) months.

c. If an employee accepts a position offered by the Non-Instructional Staffing Department in a lower classification/pay grade, the employee shall still be considered a displaced bargaining unit member and shall maintain eligibility for two (2) additional positions offered by the Non-Instructional Staffing Department in the employee’s former classification/pay grade.

d. A displaced bargaining unit member shall be placed prior to employees on layoff, recall, transfers, or regular posting procedures.

ARTICLE 7

CERTIFIED ACHIEVEMENT PROGRAM

(CAP)

A. The parties agree to create CAP to provide unit members with an incentive to improve their secretarial/clerical skills in their current position and to help qualify for promotional opportunities.

B. To qualify for this award, employees must complete 54 hours of pre-approved study prior to May 15 of each year.

1. Employees may take non-instructional courses offered by HRD, courses at community colleges, universities, or other approved educational programs and seminars which improve their secretarial/clerical skills in their current position and/or help qualify for promotional opportunities. Every course taken must first be approved by the employee's supervisor/principal if it is to be used for CAP credit.

2. Credit will not be given for courses completed prior to July 1, 1991.

C. After successfully completing pre-approved courses, the employee shall be issued a CAP certificate the following compensation:

1. First Certification: $300 payable for each year of the three (3) years of the current certification.

2. Second Certification: $600 payable for each year of the three (3) years of the current certification.

3. Third Certification: $900 payable for each year of the three (3) years of the current certification.

4. Subsequent Certification: $900 payable for each year of the three (3) years of the current certification.

D. Certification for CAP becomes effective on the first of July, following approval of the completed courses. A grade of "C" or better is required for all college/graduate school courses.

E. Application for approval of CAP must be postmarked or in the physical possession of the HRD Department by May 15 of each year to be effective for the following July 1. Applications that arrive after 5:00 p.m. on May 15 through the school pony mail system regardless of when they are placed in the pony will not be accepted.

F. To maintain the CAP award, employees must earn 54 hours of study, as defined in the program, every three (3) consecutive years following the date of the initial award until the third certificate is achieved, except as follows:

Employees on Disability, Workers' Compensation, or a Board-approved leave, will maintain the validation at the same level which existed immediately prior to taking said leave.

Employees who are retiring during a validation period, shall be eligible for earned CAP payments during the school year in which they retire. They must submit a letter with pending retirement date to the CAP Committee in care of the HRD Department prior to retirement.

Employees who terminate or resign are ineligible to receive CAP payments.

Extensions — if, due to unusual circumstances, an employee is unable to complete the validation period, the employee may submit a letter requesting an extension to the CAP Committee in care of the Employee Relations Department.

G. Employees who are reclassified, reassigned, transferred or promoted to another position within the bargaining unit will maintain their CAP award during its current validity period.

H. The parties will create a committee to create the procedures to carry out the CAP program. The FOPE shall appoint two (2) members, the Superintendent shall select two (2) people, and the Broward County Confidential Secretaries Association shall select two (2) people.

The Committee shall meet periodically as needed to address course contents, problems and procedures.

I. The effective date of the Certified Achievement Program (CAP) is July 1, 1992.

ARTICLE 8

MOVEMENT INTO AND OUT OF THE BARGAINING UNIT

A. Unit Employees

If a unit employee moves to a secretarial/clerical position with the Board that, but for its confidential nature would have been included in the unit, then upon the employee's return to the unit the employee shall be considered to have had continuous service with the Board as a unit member for seniority purposes from the original date of hire as a unit member if service with the Board in a secretarial/clerical position was continuous as defined in the Definitions of this Agreement.

B. Non-Unit Employees

If a non-unit employee in a secretarial/clerical position with the Board, that but for its confidential nature would be included in the unit, moves to a unit position, then the employee shall be considered to have had continuous service with the Board as a unit member for seniority purposes from the original date of hire in the district in accordance with the Definitions of this Agreement.

ARTICLE 9
PERFORMANCE EVALUATION

A. A performance evaluation shall be conducted to appraise the effectiveness of performance of employees and for the purpose of improving the quality of service by the employee in the unit. The evaluation shall appraise the employee's performance during the period of time covered for the evaluation. The evaluation may be used to provide timely and accurate information in making personnel decisions related to the employee's performance. All permanent employees shall be evaluated at least once each fiscal year on or before May 1. Under unusual circumstances, as determined by the supervisor, the evaluation may be conducted between May 1 and the last workday of the employee's assigned calendar. The annual evaluation shall reflect an employee's overall performance for the period of time covered by the evaluation.

B. When circumstances arise which make it impossible to conduct a timely evaluation, said evaluation may be waived by the written approval of the area superintendent and principal, or associate superintendent and department head, or appropriate level supervisor.

C. New employees shall be informed of the evaluation procedure within one week after commencing employment.

D. Evaluations will be conducted by the affected employee's immediate supervisor or supervisors who have firsthand knowledge of the employee's performance.

E. Supervisory personnel will note on the evaluation form the employee's strengths and deficiencies and suggest ways to correct the deficiencies.

F. Employees of this unit will be informed of their evaluation through a conference with the employee's supervisor. The employee will be given a copy of the evaluation to sign and a copy to keep. This signature will acknowledge that the employee has seen the evaluation and does not necessarily acknowledge agreement with the evaluation. The employee shall have ten (10) working days to attach a reply to the evaluation.

G. There shall be no evaluation statement placed in an employee's personnel file unless the employee has first been given a copy and provided an opportunity to submit a rebuttal statement. A copy of the rebuttal statement shall be attached to the evaluation in Personnel Records. The rebuttal statement shall remain as part of such material as long as the statement, or evaluation remains in the employee's official personnel file.

H. In the event a grievance is filed, the evaluation shall be held with Personnel Records in an abeyance folder until the grievance is fully resolved.

I. Any probationary period may be extended once by the administrator/ supervisor, provided that the total period of extension may not exceed the original period and the employee has agreed in writing to the extension.

ARTICLE 10

REEMPLOYMENT RIGHTS

A. Resignation In Good Standing

Employees who resign in good standing, if reemployed within two (2) years from the effective date of resignation, shall retain credit for their prior years of experience as a unit member with the School Board and shall retain their unused accumulated sick leave earned prior to termination. Additionally, any passing grade achieved on classification tests prior to the resignation shall remain valid for a period of three (3) years from resignation. Salary shall be in accordance with the salary schedule for the position to which the person is being employed.

The returning employee shall serve a forty-five (45) day probationary period and will be placed on the first step of the salary schedule, and will not be able to use sick leave until the completion of the forty-five (45) day probationary period. After satisfactorily completing the forty-five (45) day probationary period, the employee will be placed on the same step level, or the equivalent, held in the employee's former classification and paid retroactively to the beginning date of reemployment.

The supervisor may recommend a waiver of the forty-five (45) day probation or a reduction in the forty-five (45) day probationary time period. Such written recommendation shall be sent to the Director of Noninstructional Staffing who has the authority to approve or disapprove the recommendation. Upon completion of the forty-five (45) day probationary period, employees may use earned sick leave.

B. Lay-Offs Without Prejudice

Employees who are laid off without prejudice, if reemployed within two (2) years from the date of layoff, shall retain credit for their prior years of experience as a unit member with the Board and retain unused accumulated sick leave earned prior to layoff. Additionally, any passing grade achieved on classification tests prior to the layoff shall remain valid. Salary shall be in accordance with the salary schedule for the position to which the person is being employed.

If the employee returns to the same classification, the employee shall not serve a probationary period. If the employee returns to a position in a higher classification than held previous to layoff, the employee shall serve a thirty (30) day probationary period and step placement shall be as prescribed in Article 12 of this Agreement. Employees returning to the same classification or a lower classification than the position held previous to layoff shall be placed on the same step level as the employee held prior to layoff.

ARTICLE 11

LAYOFF AND RECALL

In the event the Board determines that the numbers of bargaining unit personnel must be reduced for any reason, such reduction shall be based on objective, reasonable and non-discriminatory standards which:

1. Shall not be arbitrary or capricious;

2. Shall not deprive unit employees of other rights conferred by this Agreement, by the laws of Florida, or by the laws of the United States;

3. Shall be capable of uniform application; and

4. Shall be based on seniority as fully described in this Article.

To implement this Article, the Board shall, through the appropriate department, keep and maintain a current seniority list of laid off employees in each area of classification with the school district and a copy of same shall be given to the FOPE. In the event, the Board determines that personnel must be reduced for any reason, the following procedures shall be controlling:

A. Layoff

1. For the purposes of this layoff procedure, "work location" shall be defined as either a school, or a center, or, in the case of county employees, the department.

2. Employees shall be laid off by job classification at the work location in reverse order of total county seniority with the least senior person being laid off first.

3. When employees of the same job classification at the same work location have the same total county seniority, lay off shall be in reverse order of total work location seniority.

4. When employees of the same job classification at the same work location have the same total county seniority and the same total work location seniority, lay off shall be based on the employment date as reflected on the Personnel Action Form (PAF) with the person having the most recent employment date being laid off first.

5. The order of layoff shall be as follows:

a. First - Temporary employees shall be terminated.

b. Second - Probationary employees shall be terminated.

c. Third - Permanent part-time employees shall be laid off.

d. Fourth - Permanent full-time employees shall be laid off.

6. If layoffs occur, written notice of layoff will be given to the employee and to the FOPE twenty (20) working days before the action is to become effective. Should an employee be laid off without notice, then the employee shall receive full pay and benefits for the required period of notice.

7. Any employee who would have qualified for retirement during the school year in which the layoff takes place may, with the approval of the Superintendent, be permitted to complete that school year in order to qualify for retirement.

8. Any employee who is laid off/terminated due to the elimination of their job shall be placed on the recall list and the recall procedure as outlined below will apply. Written notice of such a layoff will be given to the employee and to the FOPE twenty (20) working days before the action is to become effective. Thereafter, the FOPE may request and shall be entitled to receive written documentation from the Board showing the basis for the job elimination. In the event the employee believes that the layoff was arbitrary or capricious, the employee may file a grievance to protest the layoff.

B. Recall

1. When it becomes necessary to implement recall procedures, seniority shall apply districtwide and may be calculated as defined in Definitions (Def-1), within the area of qualified job classifications.

2. As vacancies occur in a particular job classification, and recall procedures are in effect, the five (5) most senior qualified employees on the seniority recall list maintained by the Noninstructional Staffing Department, shall be interviewed for a particular vacancy. Within twenty-four (24) hours after an offer of employment has been made, in accordance with the seniority provisions herein, the employee shall respond

to the Board either accepting or refusing the job offer/vacancy, and thereafter shall confirm their acceptance/refusal to the Board in writing. An employee shall retain the position on the seniority list for one year unless the person resigns, refuses two (2) job positions offered, or accepts a vacant position that is offered.

3. Permanent full-time employees shall be recalled before any part-time employees are recalled.

4. No new appointments may be made while there are laid-off employees available who are qualified and willing to fill the vacancies.

5. An employee may be recalled to a job classification lower than that, which was held immediately prior to the layoff. If the employee accepts the lower position, the employee shall remain eligible for recall to the former classification in accordance with the provisions of this Agreement.

6. Laid-off employees shall be notified of vacancy by certified mail, return receipt requested, to the last address given to the Personnel Department by the employee. On the same date as the notice is mailed to the employee, a copy of the Notice of Recall shall be sent by certified mail to the FOPE. The absence of such qualified personnel shall be certified by the Non-Instructional Staffing Department. If an employee fails to respond within eight (8) working days of the date the Notice of Recall is mailed to the employee shall be deemed to have refused the position offered.

7. When a laid-off employee's name is removed from the seniority list after one (1) year in accordance with 2 above, their employment with the School Board shall be considered terminated.

8. The Board reserves the right to immediately fill a vacancy on a temporary basis not to exceed twenty (20) working days until the vacancy is filled, in accordance with the provisions of this Article and Article 6, Section 2.

ARTICLE 12

SALARY AND RELATED BENEFITS

A. Salary

1. The salary schedule will be increased by 3% for the 2003-2004 school year; there will be no step advancement on the salary schedule.

1. Employees hired prior to July 1, 2004 shall receive a 4% increase for the 2004-2005 school year. Pay grades shall be comprised of minimum and maximum salary ranges separated into Quartiles.

2. For the 2004-2005 school year, should the School Board agree to a higher wage increase with any other bargaining unit, the parties will re-open negotiations to discuss the amount in excess of the wage increase agreed to in this contract.

3. For the 2005-2006 school year, the salary schedule shall be increased a minimum of 3%. Should the Board agree to a higher wage increase with any other bargaining unit, the parties shall re-open negotiations to discuss the amount in excess of the 3% wage increase agreed to in this contract.

4. Newly hired employees who work one (1) day more than half of the 2004-2005 school year shall receive a wage increase of a minimum of 3% for the 2005-2006 school year.

B. Career Incentive

Career Incentive shall be paid to employees on their anniversary date of service based on the following schedule:

1. Fourteen years will receive $600.00 in equal payments for each calendar year until the employee reaches his/her 20th anniversary year; then an additional

Twenty years $500 in equal payments for each calendar year until the employee reaches his/her 25th anniversary; then an additional

Twenty-five years $500 in equal payments for each calendar year thereafter.

2. Employees fulfilling career incentive requirements with the Board in accordance with Section B of this Article, through December 31, 1990, shall be paid accordingly. Beginning January 1, 1991, clerical unit employees transferring from other bargaining units who have previously accrued time toward career incentive in another bargaining unit shall be given credit for one-half (1/2) of all the years of service served in the previous bargaining unit toward career incentive requirements in the clerical unit.

C. Definition Of Full Year Employment

Verified enumerated experience in this unit for one day more than half of the employee's calendar will constitute one "full year's employment."

D. Daily Rate Of Pay

An employee working more than the employee's calendar year shall be paid at the employee's daily rate for those days worked beyond the contract year.

E. Shift Differential

Full-time employees who are regularly scheduled to report on or after 1:00 p.m. shall be paid a twenty-five ($.25) cents per hour night differential. Full-time employees who are regularly scheduled to report to work on or after 11 p.m. shall be paid a fifty ($.50) cents per hour night differential. A full-time employee who is paid a shift differential for job 1 shall receive the shift differential if he/she works the same job as an additional position which extends his/her regular calendar.

F. Supplements

Supplements may be paid to employees, in accordance with this provision, where the employee is the person principally assigned to the duty and the duty is performed, at least in part, beyond normal working hours. Upon the written recommendation of the principal, an employee shall receive a supplement in accordance with this Article.

The supplemental positions listed for bargaining unit employees shall be posted prior to the ending of each school year. The positions shall first be offered to any bargaining unit member, with preference given to the most senior bargaining unit member at the work location.

1. Substitute Calling

(Based on number of teachers for whom secretarial/clerical employee calls substitutes)

Number	Supplement
1-35	$580
36-74	$870
75 or more	$1160

2. Textbook Chairperson

(Based on student population of October FTE count)

Number
Partial Duty
Full Duty

1-700
$527
$652717

701-1400
$870
$9781076

1401 or more
$1160
$13041434

3. Non-Specific Supplement $290-$580

(Discretion of Administration)

4. Free/Reduced Meals Supplement

Number of Free/Reduced Meals
Supplement

1-200
$211

201-400
$422

401 or more
$633

5. Inservice Facilitator

Number

Partial Duty
Full Duty

0-50 units
$290-580
$474521

51 & up
$290-580
$474521 plus $6.527.17 per unit up to a maximum of $9481043

6. Bus Duty

Number
Supplement

1-6
$326359

7-12
$652717

above 12
$9781076

7. Clerical employees performing the same supplemental duties as teachers shall receive the same compensation for the respective supplemental position contained in the 2003-2004 supplemental pay schedule of the Broward Teachers Union bargaining agreement. Employees performing supplemental duties that are less responsible in nature than the full duties of the supplemental position shall receive a non-specific supplement.

G. Step Placement Procedure/UPGRADE

1. When an employee is promoted within the bargaining unit, the step placement procedure shall be the following: An employee will advance forward one (1) step on the current pay grade and then will be placed at the closest salary step which represents an increase on the new pay grade. For purposes of this section, promotion/upgrade shall be defined as the movement of an employee from one job classification to another job classification which has a pay grade higher than the employee's former job classification.

a. Employees on steps 1-4 who receive a one pay grade promotion/upgrade shall be placed on a step in the new pay grade that represents at least a 3% increase. If they receive more than a one pay grade promotion/upgrade, then the employee will be placed on a step in the new pay grade that represents at least a 5% increase.

b. When an employee on step 5 or above is promoted/upgraded, the step placement procedure shall be the following: An employee who receives a one pay grade promotion/upgrade will advance forward one step on his/her current pay grade and then will be placed at the closest salary step above step 4, which represents at least a 3% increase in the new pay grade. If they receive more than a one pay grade promotion/upgrade, then the employee will be placed on the step above step 4, in the new pay grade that represents at least a 5% increase.

When an employee assumes a position at a lower pay grade within the bargaining unit, the employee shall be placed on the same step/level held in the former classification (i.e., an employee on Grade 16, Step 5 who assumes a Grade 15 position shall be placed on Grade 15, Step 5).

1. Promotion Defined: The movement of an employee from one job classification to another job classification, which has a pay grade higher than the employee’s former job classification.

2. Upgrade Defined: The movement of a classification of employees to a higher pay grade.

3. Demotion Defined: The movement of an employee from one job classification to another job classification, which has a pay grade lower than the employee's former job classification.

4. Lateral Movement Defined: The movement of an employee from one job classification to another job classification that is assigned to the same pay grade.

5. Promotion/Upgrade Procedure:

a. If the promotion/upgrade is one pay grade higher than the employee's current pay grade and the employee's current salary is in the First Quartile range, the employee shall receive a 4.5% increase or the minimum of the salary range for the new pay grade, whichever is greater.

b. If the promotion/upgrade is one pay grade higher than the employee's current pay grade and the employee's current salary falls within the Second, Third and Fourth Quartile range, the employee shall receive a 4.5% increase or the minimum of the Second Quartile salary range for the new pay grade, whichever is greater.

c. If the promotion/upgrade is two pay grades higher than the employee's current pay grade and the employee's current salary falls in the First Quartile range, the employee shall receive a 6.5% increase or the minimum of the salary range for the new pay grade, whichever is greater.

d. If the promotion/upgrade is two pay grades higher than the employee's current pay grade and the employee's current salary is in the Second, Third, or Fourth Quartile range, the employee shall receive a 6.5% increase or the minimum of the Second Quartile salary range for the new pay grade, whichever is greater.

e. If the promotion/upgrade is three or more pay grades higher than the employee's current pay grade and the employee's current salary falls within the First Quartile range, the employee shall receive an 8.5% increase or the minimum of the salary range for the new pay grade, whichever is greater.

f. If the promotion/upgrade is three or more pay grades higher than the employee's current pay grade and the employee's current salary falls within the Second, Third or Fourth Quartile, the employee shall receive an 8.5% increase or the minimum of the Second Quartile salary range for the new pay grade, whichever is greater.

g. When an employee is permanently placed in a classification that results in a lateral movement, there shall be no change to the employee's salary.

h. When an employee is demoted, the employee shall have his/her salary adjusted to the same percentage above the minimum salary for the lower pay grade as the employee's current salary is above the minimum of the salary range for the current pay grade. For example, if an employee's salary is 25% above the minimum salary for pay grade 18 and the employee is demoted to a pay grade 15, then the employee's salary shall be 25% above the minimum of pay grade 15.

H. Experience Credit

Individuals employed in the bargaining unit shall receive credit on the salary schedule equal to one (1) step for four (4) or more years of related experience to 2% above the minimum of the salary range for the pay grade. Employees must have four (4) or more years of outside related experience to qualify for experience credit.

1. Verification of job experience shall be a written, notarized letter from the chief executive officer or designee on the company's letterhead. The letter shall contain the following information: job title held by the affected employee and a brief description of said job duties; number of hours worked per week; and beginning and ending dates of employment.

2. Verification of previous employment must be received by the Department of Non-instructional Staffing no later than four (4) months from the beginning date of employment in any school year to be effective during the school year. Individuals employed within the last four (4) months of the school year must furnish verification prior to the beginning of the last pay period of the employee's work calendar.

I. Compensation for Inservice

An employee assigned by their administrator to attend inservice classes scheduled at any time other than an employee's regular work hours shall be compensated at $8.00 per hour effective 2/15/00.

J. Reimbursement for Claims

If employees are attacked or assaulted in the course of employment, or experience loss of personal property due to neglect of the Board (as determined by claims administrator), the Board will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing, or personal property up to seventy-five dollars ($75) per employee per school year upon verification to the principal/administrator, unless the employee is otherwise reimbursed.

If an employee's vehicle is damaged while on Board property, the employee will be reimbursed for the damage not to exceed three hundred dollars ($300) when it is determined that the damage was caused on Board property. Such determination may be made by either a School Resource Officer, a School Security Specialist or an SIU investigator, witness testimony or apprehension of the person(s) responsible for the damage.

A maximum of four thousand five hundred ($4,500) dollars will be allocated to implement this Section.

Reimbursement to affected individuals shall be in the amount of their automobile insurance deductible, not to exceed the maximum reimbursement of three hundred dollars ($300) dollars. Any individual submitting a fraudulent claim under this provision shall be subject to disciplinary action up to and including termination.

K. Tax Computation

The Board agrees to use the I.R.S. approved aggregate method of computing taxes on negotiated salary increases and one-time payments provided the I.R.S. allows this methodology at the time raises are paid.

L. Perfect Attendance Award

To reward the Secretarial/Clerical unit employees who exercise particular care in the maintenance of their personal health and job attendance during the 2002-2003 and 2003-20042004-2005 and 2005-2006 school years, the Board and the FOPE provide a perfect attendance award. Any Secretarial/Clerical unit employee who works the full school year without any absenteeism (excluding jury duty leave) shall be eligible for the award. Any Secretarial/Clerical unit employee who had perfect attendance during the 2002-2003 and 2003-20042004-2005 and 2005-2006 school years shall receive a check in the amount of two hundred dollars ($200.00).

The perfect attendance award is an annual benefit for Secretarial/Clerical unit employees who had perfect attendance during the 2002-2003 and 2003-20042004-2005 and 2005-2006 school years. This award shall not be applicable in future school years unless specifically called for in the Collective Bargaining Agreement. Checks shall be distributed by the last day of July, minus applicable taxes.

M. Errors in Paycheck

In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Upon notification, at the employee's option, such overpayment shall be recovered from one check or recovered from the remaining checks with equal deduction being made from each check. In either case, such recovery shall not be made until the employee has received one additional check without such deductions being made.

N. Working out of Classification

When an employee is temporarily assigned, in writing, by the employee's immediate supervisor (principal/administrator) to perform the duties of a position in a higher job classification, the employee shall receive additional compensation for the time worked in the higher classification to which the employee is temporarily assigned provided that the duties of the temporary assignment are performed for a period not less than twenty (20) consecutive working days. In such cases, the employee shall be paid at the higher classification pay rate for all hours worked out of the employee's current classification. Employees shall not be moved out of temporary positions for the purpose of avoiding upgrade pay.

When an employee is required to temporarily perform the duties of a lower classification, the employee's hourly rate of pay shall remain the same. This provision is to be construed consistent with Definitions (N), Temporary and Article 5.

ARTICLE 13

DISCIPLINARY ACTION

A. Progressive Discipline

The parties agree to the principles of progressive discipline. Disciplinary action, for the most part, shall be administered in a manner to improve performance to correct behavior that is in violation of this bargaining agreement, policies, procedures and established practices. Discipline shall be administered for just cause and not in a manner that is demeaning or degrading. Discipline may be administered in the form of a verbal reprimand, written reprimand, suspension, demotion or discharge. Disciplinary action may be administered at any step depending upon the severity of the violation.

B. Employee Notification

1. Meeting and Notifications

Disciplinary action shall be administered within thirty (30) working days from the date the violation occurred or when the violation was first known to have occurred. For any meeting schedule for the purpose for taking disciplinary action, the department shall provide the employee with written notification of the violation and schedule a meeting where the circumstances surrounding the violation shall be discussed. This meeting shall be scheduled no sooner than three (3) working days after the employee receives such notification. It shall be the employee's responsibility to notify the Union of the meeting and secure attendance.

2. During the Meeting

The conference is intended to provide the employee with an explanation of the charges and basis for the charges. Any relevant questions that the employee asks shall be answered to the best of the supervisor's ability. The employee shall be given an opportunity to respond. In addition, the employee shall be provided a written copy of the disciplinary action after signing the document solely for the purpose of acknowledging receipt.

C. Federation Notification

The Board shall, at the request of the employee, furnish the FOPE with a copy of any disciplinary action notification against an employee in this bargaining unit, as will as copies of supporting documentation.

D. Personnel Folder

There shall be no reprimand, record of counseling or disciplinary action notice placed in an employee's official personnel folder, unless the employee has first been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement must be submitted within ten (10) working days of the notice. The rebuttal statement shall remain as part of such reprimand, record of

counseling or disciplinary action notice as long as the document remains in the employee's official personnel file. In the event a grievance is filed, the reprimand, record of counseling or disciplinary action notice shall be held with the appropriate administrator at the work site in an abeyance folder until the grievance is fully resolved. Progressive discipline shall include any and all disciplinary action held in abeyance depending upon the severity of the violation.

E. Union Representation

An employee shall be entitled to have present a representative of the FOPE when the employee is disciplined for an infraction of rules or deficiency in professional performance, excluding informal warnings, criticisms, or suggestions for improvement which do not form the basis of formal action. When a request for such representation is made, a reasonable opportunity shall be given to the employee to have a representative of the FOPE present. In an emergency, or in the event a FOPE representative is not readily available, the employee shall be informed of the action taken and shall be entitled to a later meeting with the appropriate administrator and a FOPE representative present. Such meeting shall be scheduled as promptly as possible. Any employee who is dismissed for disciplinary reasons shall be notified in writing of such dismissal, which shall include the specific reasons thereof.

F. Complaints Against An Employee

No disciplinary action shall be taken against an employee on the basis of an unverified complaint before the employee has had an opportunity to discuss the matter with his/her supervisor.

G. Just Cause

Any discipline of an employee, including but not limited to reprimand, suspension, demotion, or discharge, shall be only for just cause.

H. Harassment

1. Employees shall be free from unnecessary, spiteful, or negative non-constructive criticism or complaints by supervisors and/or other persons. Under no conditions shall management representatives express such complaints or criticisms concerning an employee in the presence of other employees, students, or parents.

2. Employees should not be subjected to harassment, abusive language, upbraiding or insults.

ARTICLE 14

GRIEVANCE PROCEDURES

A. Any claim by an employee(s), or the FOPE at the request of an employee(s), that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided. Nothing in this Article shall be construed to prevent any employee from presenting at any time, their own grievance, in person or by legal counsel, to the Board, and having such grievance adjusted without the intervention of the FOPE, if the adjustment is not inconsistent with the terms of this Agreement, and if the FOPE has been given reasonable opportunity to be present at any meeting concerning the resolution of such a grievance.

B. In the event that an employee believes that there is a basis for a grievance, they shall first discuss promptly, the alleged grievance with the immediate supervisor within ten (10) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

C. If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the FOPE, within five (5) working days of the informal discussion, on the FOPE authorized grievance form (see example: Appendix A), signed by the grievant and a representative of the FOPE.

D. In the event that an employee is disciplined for action that also constitutes a criminal offense, upon mutual agreement of the parties, the grievance may be held in abeyance pending resolution of any criminal charges.

STEP I

The grievant or FOPE Representative may submit to his/her immediate supervisor a copy of the signed grievance form. If it is a group grievance involving more than one work location, it may be filed by the FOPE on behalf of the affected employees directly with the Superintendent and/or designee. The grievance shall list the affected buildings and/or individuals or classifications involved. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance, in writing, within five (5) working days after such meeting, and shall furnish a copy thereof to the FOPE.

STEP II

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievant and/or FOPE may submit the grievance to the Superintendent or designee within seven (7) working days of the disposition or expiration of the time limit. Within seven (7) working days of the Step II grievance submission, the Superintendent or designee shall meet with the grievant and FOPE representative(s) and shall indicate the disposition of the grievance, in writing, within seven (7) working days of such a meeting and shall furnish a copy thereof to the FOPE.

STEP III

A. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or designee, or in the case of a class grievance by the FOPE, or if no disposition has been made within the specified time limit, the grievance may be submitted to the FOPE for arbitration before an impartial arbitrator mutually selected by the parties within twenty (20) working days of the date of the disposition at Step II, or the expiration of the time limit.

If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association or Federal Mediation Conciliation Service, in accordance with their rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall not have power to: add to; subtract from; modify; or alter the terms of this Agreement. The parties shall not be permitted to assert, in such arbitration proceedings, any grounds or rely on any evidence not previously disclosed to the other party. Both parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator, shall not constitute an admission that the contract has been violated.

B. If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA filing fees, shall be paid by the Board. However, if the arbitrator sustains the Board's position, all fees and expenses shall be paid by the grievant or the FOPE, whichever filed for arbitration. However, an individual employee may only file for arbitration if the FOPE has refused to process the grievance because an employee is a non-dues paying member of the unit. If the decision issued by the arbitrator is not the one requested by either party, the arbitrator shall determine the distribution of the arbitrator's fees between the parties. Each party shall be responsible for any other expense it chooses to incur.

C. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible. Grievances filed during the period of July 15 to August 15 may be held in abeyance until the first week of the school year if grievant, witnesses and/or supervisor are on leave. Timeline for grievances held in abeyance will begin the first day students return. Whenever illness, or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to such time

that such person(s) can be present. When such grievance meetings and conferences are held during school hours, the grievant, one FOPE representative and witnesses whose presence is required, shall be excused without loss of pay or accumulated leave for that purpose, provided witnesses may be placed on call whenever feasible.

D. Adjustment of any grievance, as described herein, shall not be inconsistent with the provisions of this Agreement.

E. All employees will be entitled to fair, reasonable, and equitable treatment. An employee who participates, or intends to participate in any grievance, as described herein, shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention.

F. All documents, memoranda, correspondence, and records dealing with the grievance proceedings shall be maintained in the county personnel file(s) of the grievant. Items may not be placed in an employee's official personnel file unless the item has been made known to the employee. Items challenged under the provisions of the grievance procedure may not be placed in the employee's personnel file for up to forty (40) calendar days or until the grievance procedure has been resolved. Employees shall have the right to respond to any item(s) placed in their personnel file and have the response attached to such item. The employee's signature shall indicate only that they have read the item and shall not necessarily indicate agreement with its contents.

G. The FOPE shall not be required to process grievances for employees who are not dues paying members in good standing with the FOPE. However, the FOPE shall provide the Director of Employee Relations a written notice that it does not intend to represent the employee through the contractual agreement grievance procedure or through the arbitration process.

ARTICLE 15

PERSONNEL FILES

A. An employee's official personnel file shall be maintained by the school district.

B. An employee has the right to request that the Superintendent or designee make an informal inquiry regarding any material in the employee's official personnel file which an employee believes is false. The Superintendent shall conduct the inquiry and shall append to the material in question a written report of findings. The procedural aspect of this section is arbitrable; however, the substance of the Superintendent's written report is not.

C. Items which adversely reflect on an employee's ability, competence, qualifications, morals and/or character, may not be placed in an employee's official personnel file unless the employee has been given an opportunity to read such items and has been provided a copy and all of provisions of Article 13-D have been complied with. The employee shall acknowledge reading such items by signing them. Additionally, the employee shall have the right to respond, in writing, to any such items. Any such response shall be maintained in the employee's official personnel file in Personnel Records.

D. An employee, employee's legal representative, or employee's designee from the FOPE, shall have the right to examine and reproduce the contents of said employee's official personnel file in the presence of a designated employee from the District. A copy of the employee's records shall be provided to the requesting party for the appropriate charge as set by Florida Statute 119.07. An employee shall have the right to respond, in writing, to any item in the employee's official personnel file. Any such response shall be placed and maintained in the employee's official personnel file.

E. Test results which indicate proficiency in various skills remain valid, for employees who apply for positions requiring such skills at or below such levels of proficiency, for a period of three (3) years from the date of tests.

ARTICLE 16

FEDERATION SERVICES, RIGHTS AND RESPONSIBILITIES

A. Reasonable Access

Members of the bargaining unit shall be afforded reasonable access to information during the bargaining process and in the administration of this Agreement.

B. Use of School Facilities, Buildings and Equipment

Upon approval of the Administration and pursuant to Board Policy, the FOPE and its representatives may have the right to use school facilities, buildings and equipment at reasonable times when such facilities, buildings and equipment are not otherwise in use. The Board may charge a reasonable fee for use of facilities, buildings and equipment.

C. Bulletin Board Space

The Board will furnish the FOPE with bulletin board space at each location where unit employees work. It is intended for purposes of interpretation that the bulletin boards shall provide for employee information and internal FOPE communications. Under no circumstances shall said FOPE bulletin board space be utilized by anyone or any organization to endorse a person running for an elected office.

FOPE notices, such as ratification of bargaining agreements may be posted on CAB under District Announcements at the discretion of the Superintendent and/or his/her designee. When a determination is made to post a notice, it shall be the responsibility of the District to post the information. Decisions will be made by the Superintendent and/or his/her designee within 48 hours of receipt of said materials.

D. Use of School Mail Services

The FOPE shall have the right to use the Board mail system providing that the FOPE complies with all provisions of the Private Express Statutes, including postage requirements. The parties shall agree on procedures prior to implementing the use of the Board's mail system.

ED. Information to Union

The Board agrees to furnish the FOPE the following: at a charge not to exceed that authorized by Florida Statute 119.07.

1. Full Board agendas furnished Board members.

2. Minutes of Board meetings.

3. Names and addresses of all bargaining unit personnel, salaries, years of experience, contract days, total employees in job positions, and average salary of total employees in positions.

4. Such other specific information, if available, as will assist the FOPE in developing intelligent, accurate, informed and constructive programs on behalf of the clerical personnel, together with information which may be necessary for the clerical personnel to process a grievance.

FE. Release Time For Grievances

One representative of the FOPE shall be entitled to release time without loss of pay to represent an employee in grievance hearings and arbitration proceedings.

GF. Contract Supremacy

This Agreement shall supersede any policies, rules, regulations, or practices of the Board which are contrary to, or inconsistent with, the terms of this Agreement. However, no provisions of this Agreement shall be construed to prohibit the Board from complying with all Federal, state and local laws, with all court orders affecting the Board and with the Board's valid affirmative action program.

HG. Employee Rights

Nothing contained herein shall be construed to deny any employees' rights under Florida State Law or under Florida State Board of Education Regulations.

IH. Dissemination of Information

Any written information coming from the Board concerning any matter covered by this Agreement which affects the unit as a whole shall be disseminated through the Noninstructional Staffing Department and shall be made available to the FOPE.

JI. Unpaid Leave For Union Officer

A bargaining unit employee designated by the FOPE shall be granted an unpaid personal leave for the officer's respective term of office. The employee must have a minimum of one full year (186) days of employment to qualify for this leave. The employee may continue to participate in Board insurance programs providing the employee pays the full cost of the insurance. Upon return from such leave, the employee shall be re-employed by the Board in his/her prior job classification, if available, and in the area closest to the employee's home.

If no jobs in that classification are available within said area, the employee shall be offered said job classification in the next closest area to the employee's home. If there are no vacancies in the employee's prior classification with the district, the employee shall be offered the next lowest job classification for which the employee is qualified as defined by the Board policy.

KJ. Pool Days

The FOPE On-Site Representatives shall be provided up to a combined total of twenty-five (25) days of leave without pay for the purpose of conducting FOPE business. The FOPE Representative shall notify the Employee Relations Director five (5) working days in advance of the requested leave day. The FOPE Representative shall also inform the Employee Relations Director of the purpose and nature of the leave. No more than three (3) consecutive workdays of leave may be utilized by an employee at one time. This leave must be taken in full day increments.

It is understood that such leave shall not be unreasonably denied; however, the Board may deny the leave at the requested time due to the needs of the employee's school work location. If the reason for the requested leave is to conduct union business that, in the opinion of the Superintendent will not benefit the school district, then said leave must have prior approval from the Superintendent and may be denied. Examples of such leave requests include, but are not limited to, grievance workshops, negotiations skills training, membership recruitment seminars, etc. This leave shall not be used by the FOPE for the purpose of campaigning in a representational or decertification election.

If the supervisor of the employee who is requesting the leave decides to hire a substitute employee, the FOPE shall, in a timely manner, reimburse the Board for the actual cost of the substitute.

LK. Dues Deductions

Union deductions shall be made in accordance with forms provided by the FOPE and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the Board for

these deductions. The exact amount of monies to be deducted shall be given to the Board thirty (30) days in advance. These monies shall be deducted each pay period, and shall be submitted along with a 3-1/2 inch high density floppy diskette, ASCII format, fixed length. These monies shall be transmitted to the FOPE office within thirty (30) days after the semi-monthly deductions. The disk will include all the members' social security numbers, first names, middle initials, last names, the amount of the dues deductions and the date of the deductions. The FOPE shall hold the Board harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken by the Board to comply or attempt to comply with the provisions of this section. Any employee may cancel dues deductions upon thirty (30) calendar days written notice to the FOPE and the Board.

Employees returning from leave shall submit a new FOPE membership deduction form to Personnel Records to reinstate dues deduction.

Any employee who has not revoked his/her dues deductions authorization via a written notification, as stated above, shall have said dues deductions reinstated by the Board upon return from a leave of any sort.

ML. Membership Pins

No employee shall be prevented from wearing lapel-size membership pins bearing the FOPE name and/or insignia.

ARTICLE 17

MANAGEMENT RIGHTS

A. It is understood and agreed that the Board/Administration possess the right to operate and manage all schools, departments and programs and to direct the work forces.

The rights, powers, authority, and discretion which the Board/Administration deem necessary to carry out these responsibilities shall be limited by the express terms of this Agreement and shall be exercised consistent with the Agreement and Florida statutes. In matters not covered by the provisions of this Agreement, the Board/Administration shall have the clear right to make decisions unilaterally.

B. These management rights include, but are not limited to, the following:

1. Determine unilaterally the purpose and mission of the Broward County School System and all the departments, agencies and programs under its jurisdiction.

2. Set standards of service to be offered to the public.

3. Exercise control and discretion over its organization and employees and establish employee calendars and the content of job descriptions.

4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline.

5. Take disciplinary action for just cause.

6. Determine the amount of work needed and, in accordance with such determination, relieve employees from duty for lack of work, lack of funds, and/or such other legitimate reasons as the Board/Administration determines is essential.

7. Hire, promote, transfer or assign employees.

8. Schedule overtime work as required.

9. Contract out (subcontract) for goods or services.

10. Introduce new, improved or different methods and techniques of operation or work procedure.

The exercise of such rights shall not preclude employees from raising grievances, should decisions on the above matters have the practical consequence of violating the provisions of this Agreement.

ARTICLE 18

INSURANCE

A. 1. Coverage: The Board shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1-1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars ($1,000), subject to a minimum of seven thousand dollars ($7,000) and a maximum of fifty thousand dollars ($50,000).

2. An employee eligible for health insurance may volunteer to decline such insurance. Said employee shall be required to sign an affidavit indicating other medical coverage. Employees shall be responsible to maintain proof of continuing insurance. Employees choosing not to participate in the School Board of Broward County's health insurance program shall be reimbursed at a rate of seven hundred fifty dollars and no cents ($750.00) per year. Said premiums shall be deposited into the employee's cafeteria plan in a manner consistent with provisions of said plan. The parties mutually agree to discuss the opt-out plan as it pertains to premiums for other coverage.

3. Eligibility for employee insurance benefits starts the first of the month following receipt of the employee's first two semi-monthly pay checks as an initial probationary employee (non-temporary) in the appropriate pay period.

4. The employees shall have the option of purchasing, at their own expense through payroll deduction, an additional amount of "group term" life insurance equal to that provided by the Board. Each employee shall have the option, at the employee's expense, through payroll deduction, to pre-convert the Group Term Life Insurance to ordinary life insurance prior to retirement or termination of employment.

5. Each employee may also, at the employee's expense through payroll deduction, purchase additional amounts of insurance for the employee, the employee's spouse, and/or the employee's dependent children.

B. All new employees shall be enrolled in a Board offered HMO for two (2) consecutive insurance plan years.

C. Premium Amount: The Board shall pay the following premiums for individual employee health and dental insurance for the duration of this Agreement:

1. The premiums paid by the Board shall be to provide employees' elected group health insurance plan (either the Humana/VISTA PPO plan or the Humana /VISTA HMO or the Humana Consumer Driven Plan maximum of $10.80 per month toward dental insurance. The parties agree that current insurance vendors may be deleted or new vendors added as providers as a result of future RFP health insurance awards. The benefits are outlined in booklets/certificates which will be provided by the Board to each bargaining unit member.

a. During the 2003-20042004-2005 school year, the Board agrees to pay 100% of the health insurance premiums for HMO and Consumer Driven coverage for the individual employee.

	Through December 2003	January 2004 – December 2004 High	Low
VISTA	$245.00	$289.82	$266.54
Humana	$259.78	$311.58	$289.76
Humana Consumer Driven		$294.40	

	Through December 2004	January 2005 – December 2005 High	Low
VISTA	$289.82	$344.06	$266.54
Humana	$311.58	$340.43	$289.76
Humana Consumer Driven	$294.40	$321.66	$316.59

b. During the 2003 calendar year, the Board agrees to pay 95% of the health insurance premiums for individual employees for PPO coverage and the employee shall pay 5% of said individual PPO coverage.

Through December 2003

VISTA Total Premium	$488.50	Board Contribution	$464.08
		Employee Contribution	$24.42
Humana Total Premium	$481.69	Board Contribution	$457.61
		Employee Contribution	$24.08

cb. During the 2004 calendar year, the Board agrees to pay 90% of the health insurance premiums for individual employees for PPO coverage and the employee shall pay 10% of said individual PPO coverage.

January 2004 – December 2004

VISTA Total Premium (High)	$579.81	Board Contribution	$521.83
		Employee Contribution	$57.98
VISTA Total Premium (Low)	$538.51	Board Contribution	$484.66
		Employee Contribution	$53.85
Humana Total Premium	$577.00	Board Contribution	$519.30
		Employee Contribution	$57.70

January 2005 – December 2005

VISTA Total Premium (High)	$689.32	Board Contribution	$585.92
		Employee Contribution	$103.40
VISTA Total Premium (Low)	$616.14	Board Contribution	$523.72
		Employee Contribution	$92.42
Humana Total Premium	$630.43	Board Contribution	$535.87
		Employee Contribution	$94.56

dc. During the 20042005 Open Enrollment, a $6,000$4,000 one-time incentive will be paid by the Board to those employees moving from a PPO in 2004 to an HMO or Consumer Driven Plan in 2005 or who opt out of health insurance coverage in 2005. (Any employee that was not enrolled in the PPO during the 2003 calendar year will not be eligible to receive the $4,000 incentive.) The incentive shall be paid monthly at a rate of $2,000 per year for three (3)two (2) years subject to applicable taxes. Those employees receiving the incentive will not be allowed to re-enroll in a PPO plan until the 2007 Open Enrollment.

ed. During the 2005 calendar year, the Board agrees to pay 85% of the health insurance premiums for individual employees for PPO coverage and the employee shall pay 15% of said individual PPO coverage.

fe. During the 2006 calendar year, the Board agrees to implement a straight leveling model for the payment of health insurance premiums.

1. The Board's contribution for the straight leveling model will be determined by dividing the Board's 2006 estimated cost (as established by responses to RFP's received from insurance vendors in 2005) by the number of all school district employees (excluding dependents) enrolled in the leveling model during the 2006 calendar year (i.e. the total projected cost for the 2004 calendar year is $114,884,589 divided by 27,393 employees enrolled in the plan which equals $349.49 per month per employee).

2. If the monthly premium cost for health insurance coverage elected by an employee is less than the amount of the School District's straight leveling contribution amount, the difference will be deposited into a cafeteria plan for the benefit of that employee.

The employee shall be responsible for paying any monthly premium cost above the School District's straight leveling contribution based upon the coverage selected by the employee. This does not include employees on HMO and Consumer Driven coverages.

Example: If the School Board's straight leveling contribution is $349.49 and the cost for the high HMO single coverage is $311.58, the difference of $37.91 will be deposited into a cafeteria plan.

gf. During the 2005 calendar year, the Board agrees to utilize 50% of the savings received from the increase in cost sharing for PPO coverage to offset dependent coverage in the HMO. The remaining 50% of said savings shall be utilized for employee raises.

Example: If the employee PPO premium paid by the employee at the 95%/5% split is $1,000,000 for calendar year 2003 and the total PPO premium pad by the employees at the 90%/10% split is $2,000,000 for 2004; then $500,000 will be used to reduce HMO dependent premiums on a District wide basis and $500,000 will be used to fund employee raises on a District wide basis.

2. All new employees shall be enrolled in a Board offered HMO or Consumer Driven Plan for three (3) consecutive insurance plan years.

D. Disability Insurance: The Board shall provide without cost to each employee Disability Income Insurance in accordance with terms and benefits in effect on January 1, 1999. The Basic Disability Income Plan replaces 60% of employee's monthly salary to a maximum monthly benefit of $1,500. For additional coverage to increase monthly benefit, employee must consult benefits brochure. In computing an employee's disability pay, the actual number of workdays shall include all paid holidays.

E. Liability Insurance: The Board shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand dollars ($500,000) for each employee in case of suit arising from or in the performance of the employee's duties.

F. Annuity Programs: The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.

G. Indemnity Insurance: The Board agrees that any savings from experience on the dependent portion of the Board's indemnity insurance plan shall be used in a manner that will benefit dependents covered by the Board's indemnity health plan.

H. Optical Insurance: The Board shall provide a vision care program in accordance with the terms and benefits in the summary plan description.

I. Jurisdiction: Benefits and levels of benefits agreed to by the parties shall be contained and set forth in insurance booklets/certificates which will be made available to all eligible unit employees; provided that, in the event of inconsistencies related to benefits or benefit levels, the specific benefits provided in the collective bargaining agreement shall prevail.

Except for 1999-2000 the Board and the FOPE agree that the Insurance Article shall be subject to annual negotiations.

J. Fourth Tier: The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the Board ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.

K. Cafeteria Plan

1. Employees who are full-time bargaining unit members including those on Board-approved leave, but excluding those on sick leave or disability leave shall have access to the "Cafeteria Plan" established by the

Board. Part-time unit members and members on unpaid Board-approved leave are not eligible to participate in the plan. The following criteria shall apply to the granting of cafeteria insurance benefits:

2. a. The Board will provide twelve dollars and fifty cents ($12.50)twenty-five dollars and zero cents ($25.00) per month not to exceed one hundred and fifty dollars ($150)three hundred dollars and zero cents ($300.00) per employee per school year. Employees hired after the commencement of the school year shall receive twelve dollars and fifty cents ($12.50)twenty-five dollars and zero cents ($25.00) per month for each full month of employment.

3. b. Employees on a Board-paid leave that provides less than 100 percent salary shall receive a percentage of the twelve dollars and fifty cents ($12.50)twenty-five dollars and zero cents ($25.00) per month cafeteria payment equal to the percentage of their salary while on leave.

4. c. The specific benefit components of the Cafeteria Plan shall be contained in a booklet, which shall be distributed to all eligible unit members.

ARTICLE 19

LEAVES

Employees shall receive annual leave, vacation leave, sick leave, personal leave, maternity leave, legal commitment leave, military leave and temporary duty leave as provided for in this Article.

A. Sick Leave

Employees employed on a full-time permanent basis who are unable to perform their duties because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative or member of their own household, and consequently has to be absent from work, shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing to do so. The following provisions shall govern leave:

1. Each full-time permanent employee shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment at the end of that month, and which shall be credited to the employee. However, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the years of employment. When an employee uses a sick leave day, it shall be paid at the affected employee's daily rate of pay at the time the day is utilized. except when an employee uses a sick leave day, those days earned at a lower rate of pay shall be deducted before sick days having a higher value. Such leave shall be taken only when necessary because of sickness as herein prescribed. If the employee terminates employment and has not accrued the four (4) days of sick leave available, the Board shall withhold the average daily amount for the sick leave days used but not earned by the employee. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue. Employees who are temporarily absent from work for any reason shall notify the administrator or designee, if possible, at least two (2) hours prior to starting time, except in an emergency.

2. An employee shall have the right to use sick leave in half-day or full-day units or, upon the approval of his/her immediate supervisor, hourly increments for the purpose of medical or dental appointments.

3. Sick leave is granted by the Board as a contingency against those occasions when an employee requires time off due to sickness. The Board allows up to ninety-six (96) hours per year which is considered sufficient for the occasional one (1) day sickness with an opportunity to accrue a bank of time to allow for future catastrophic illness. Sick leave is defined as personal illness or because of illness or death of members of the immediate family.

Immediate family is defined as father, mother, sister, brother, spouse, child or other close relative or member of the household. Sick leave shall not be used as unscheduled vacation time. Any establishment of a pattern or series of absences that occur on a predictable basis shall be considered abuse of sick leave. Such incidents may include, but are not limited to days being used as soon as they are earned, or a series of absences that occur on a predictable basis, which are reported by the employee as being caused by illness (first scheduled shift of the work week, last scheduled shift of the work week, or first shift after a pay day).

B. SICK LEAVE BANK

The parties mutually agree to establish a sick leave bank (hereinafter referred to as the bank) for employees. Participation in the bank shall be voluntary. The bank shall be made operational as soon after the ratification of this contract as possible. The bank shall be governed by the following procedures.

1. Creation of the Bank: The bank will be established providing that two hundred fifty (250) days have been deposited, (one (1) per full-time employee), during an enrollment period extending thirty (30) calendar days from the date such enrollment period is announced to employees. Subsequently, employees may enroll in the bank only within thirty (30) calendar days of the beginning of the official school year.

2. Membership Requirements: Full-time employees who have been employed full-time for at least one (1) full year, and who have sick leave accrual of ten (10) days at the time of enrollment may enroll in the sick leave bank by contributing one (1) day of sick leave to the bank. At the time of the contribution, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily rate of pay when contributed.

3. Sick Leave Bank Committee: A committee shall be appointed by the FOPE for the purpose of administering the sick leave bank. The Committee shall:

a. Maintain adequate records relative to all functions of the bank.

b. Meet periodically, as requested by the Superintendent, with a designated administrator of the county to review FOPE sick leave bank records.

c. Operate the bank in accordance with rules and procedures mutually agreed to by the parties. However, the Superintendent shall establish and the FOPE will comply with procedures for identifying and recording contributions to and withdrawals from the bank. The parties authorize the Committee to establish additional administrative procedures necessary for the operation of the Bank as long as said procedures are consistent with and do not change any of the criteria contained in this Section of this Article.

d. Not grant more sick leave days than are available in the bank.

4. Withdrawal Rights and Procedures: Participating bank members may request sick leave days from the bank within the following limitations.

a. A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the Board related to the accident, illness or injury.

b. The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be fifteen (15) days.

c. An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.

d. Withdrawals shall be in full day units and must be for a minimum of five (5) consecutive days.

e. All applications for withdrawal shall be in writing and shall be verified by the Committee. The Committee may submit a request to the Superintendent concerning the implementation of this article.

f. The salary of a secretarial/clerical employee participating in the bank will be reduced by any benefits drawn from Worker's Compensation.

g. When days are awarded from the bank, they will be withdrawn at the receiving party's daily rate of pay.

5. Maintenance of the Bank:

a. Once the bank is established, there shall be no requirements for an employee to replace sick leave days withdrawn from the sick leave bank, except as equally required of all other participating employees. If the bank is depleted to a point where only four thousand ($4,000) dollars remains, all members of the bank shall contribute one (1) day each time the bank is depleted to this level.

b. A participating employee who chooses to no longer participate in the sick leave bank shall not be allowed to withdraw any sick leave already contributed to the sick leave bank.

6. Duration: The sick leave bank shall remain in existence for the duration of this contract and may be renewed in succeeding contracts/

7. Indemnification: The FOPE and members of the bargaining unit shall indemnify and hold the Board and all administrators harmless against any and all claims, demands, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

C. Personal Reasons Leave

Permanent full-time bargaining unit members shall be granted up to six (6) days each school year for personal reasons. However, such absences for personal reasons shall be charged only to accrued sick leave, and leave for personal reasons shall be non cumulative. Unit members shall not be required to give reasons for personal reasons leave, except that the leave is for "personal reasons."

1. 1. Notification of intent to use personal reasons leave shall be submitted to the administrator no later than forty-eight (48) hours prior to the day the employee wishes to have off, except for an emergency, as determined by the administrator or designee.

2. Personal reasons leave shall not be granted on the day preceding or following a holiday, nor during the first or last week of the employee's assigned contract. This may only be waived by mutual agreement between the affected employee and the administrator. Personal reasons leave shall require forty-eight (48) hours advance notification, except in emergencies.

D. Illness In Line Of Duty

Any permanent bargaining unit employees shall be entitled to illness-in-line-of-duty leave with pay when they have to be absent from their duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at work. Such leave shall be in addition to any other leave to which the employee may be entitled, and such leave shall not be cumulative. Each employee shall be entitled to at least ten (10) days of such leave, but additional leave days may be granted by the Board. Any employee absent on such leave shall reimburse the Board for any Workers Compensation payments received for the period. Paid holidays, occurring during such leave, shall not be included in the computation of the number of days with respect to which such leave is applicable. A substantiating statement by a physician and a corroborating statement by the administrator shall be required prior to approval of said leave, except that the corroborating statement of the administrator may be subject to the grievance procedure.

E. Maternity/Child Rearing Leave/ADOPTION

A leave for the purpose of having a child, adopting a child or raising a child shall be granted to an employee upon request based on the following conditions:

1. The leave shall be without pay.

2. The initial leave shall not exceed one (1) school year in duration from the date it is effective. Following the birth/adoption of a child, employees with more than three (3) years of service may request additional leave time up to two (2) years. This extension request must be accompanied by a statement or medical excuse giving the reason for the request.

3. An employee may continue to be actively employed during pregnancy only so long as the employee is properly able to perform required duties and responsibilities.

4. All or any portion of a leave taken by an employee because of medical disability connected with or resulting from the pregnancy may, at the employee's option, be charged to the employee's available sick leave.

F. Legal Commitments

Employees shall be granted leave for a legal commitment and shall receive their regular salary while serving as jurors or witnesses under subpoena. If released by 12 noon, the employee shall contact the appropriate administrator for possible assignment that day.

G. Computation of Pay For Leave

Paid leave for each employee shall be computed on the basis of the employee's regularly scheduled hours of work and assigned calendar.

H. Military Reserve Leave

Any employee who is a member of a national military reserve unit or National Guard, shall be allowed up to seventeen (17) days of leave without loss of pay or other accumulated leave, when ordered to active duty. An employee required to report for a physical examination under any selective service law, shall be granted leave without loss of pay or other accumulated leave for time required for this obligation.

I. Military Duty Leave

Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service. An employee returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty, and provided further that the Board shall have up to six (6) months to reassign the employee to duty in the school system.

J. Personal Leave

An employee may be granted, upon request, personal leave without pay for a period not to exceed one (1) school year for reasons not provided elsewhere in this Agreement provided the employee has completed three (3) consecutive years of service. The affected employee must state the reasons for the leave request in writing.

K. Fringe Benefits During Leave

Any employee granted a leave of absence with or without pay as provided in this Article shall be given the opportunity, unless otherwise provided, to continue the insurance coverages in existing school programs and, with the approval of the retirement system, to continue participation in the retirement system during the leave, provided that the premium for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. Any such employee may serve as a temporary employee in the District while on leave.

L. Temporary Duty Leave

Temporary duty leave may be granted to employees by the administrator or designee for the purpose of:

1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences sponsored by professional organizations, colleges, universities or government or private agencies concerned with public school matters.

2. Visitation for the purpose of observing work related techniques or programs.

M. Vacation Leave

All bargaining unit employees, working a vacation accruing calendar, shall be eligible to receive vacation with pay subject to the following provisions:

1. Vacation request, properly signed by the employee and the appropriate division head and/or department head, shall be completed prior to the first day of vacation. Vacation requests shall not be unreasonably denied.

2. Vacations for eligible permanent personnel on an annual basis may be accrued according to the following pattern:

a. Five (5) complete years of service or less - 1 day per month.

b. More than five (5) complete years of service, but less than ten (10) complete years of service - 1 1/4 days per month.

c. Ten (10) complete years of service or more - 1 1/2 days per month.

d. Total accrued vacation may not exceed fifty (50) days carry-over from one (1) fiscal year to the next.

3. An individual employed prior to the fifteenth (15th) of the month shall be given credit for earned vacation time for that month. Any individual employed prior to January 1 shall receive a year of service toward vacation credit for that year. Vacation may be used as earned. At the end of each fiscal year, unused vacation shall be carried forward to the following year.

4. Permanent part-time unit members shall earn a pro rata share of paid vacation of a full-time employee.

N. Holidays

All FOPE unit members assigned to work calendars which do not provide for the accrual of vacation, shall be granted six (6) paid holidays selected by the Board.

O. Early Termination of Leave

An employee on extended Board-approved leave may apply for an early return to Board employment prior to expiration of such leave. The approval for said request shall be at the discretion of the Superintendent.

P. Return From Leave

Upon return from a leave granted under this Article, an employee shall be assigned to the former classification. The Board shall make an effort to return said employee to the former position.

Q. Family and Medical Leave

The Board shall provide family and medical leave for qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993, as amended, and detailed in Board Policy. A copy of said policy shall be provided to the employee upon request. Disputes regarding the application of this provision shall not be subject to the provisions of Article 14.

R. Americans with Disabilities Act

The Board shall comply with the Americans with Disability Act (ADA) of 1990, as amended. Disputes regarding the application of this provision shall not be subject to the provisions of Article 14.

ARTICLE 20

Retirement Pay

Any employee at normal retirement or the employee's beneficiary if service is terminated by death, shall be provided terminal pay. Such terminal pay shall not exceed an amount determined as follows:

A During the first 3 years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave is earned multiplied by 35 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

B. During the fourth (4th) through sixth (6th) years of service,

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 40 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

C. During the seventh (7th) through ninth (9th) years of service:

1. The affected employee's daily rate of pay on July 1,1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

D. During the tenth (10th) through the twelfth (12th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 50 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

E. During and after the thirteenth (13th) year of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave is earned* multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

Employees who are granted an early retirement under the Board's program are eligible to receive the benefits outlined above if the employee meets the criteria contained in this section.

No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This agreement requires the retiring Board employee to seek, accept and cash the first retirement check issued by the Florida Retirement System.

The employee must qualify for "normal retirement" which under this policy shall mean retirement under plan A, B, C, D, E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

*Note: "At the time sick leave is earned" shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

ARTICLE 21

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

A. This Agreement represents a complete and final understanding on all bargaining issues between the Board and the, FOPE except as herein specifically excepted.

B. Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event, such clause or clauses only shall be renegotiated by the parties without impairing the validity and the enforceability of the rest of the contract.

C. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior Agreements, oral and written, expressed or implied, or practices, between the Board/Administration and the, FOPE, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

D. This Article shall not be construed to preclude appropriate proceedings to construe the meaning of portions of this contract in the event of disagreement

ARTICLE 22

TERM OF AGREEMENT

A. This Agreement, shall be effective from July 1, 20012004 through June 30, 20042007, at which time it shall expire.

B. The salary schedules will be increased by 3% Employees shall be granted a 4% increase for the 2003-20042004-2005 school year in accordance with Article 12, Section A; there shall be no step advancement on the salary schedule. During the second and third years of this Agreement, either party may at any time after May 1, 2004 and prior to June 30, 2004 initiate contract negotiations for a successor agreementa reopening of negotiations for the purpose of establishing a new salary schedule. Also, each party may select four (4) other articles to be re-negotiated each year and Article 18 (Insurance).

C. This Agreement shall be renewed automatically from year to year thereafter unless either party has given written notice of its desire to negotiate revisions in the terms and conditions of the contract. No sooner than one hundred and twenty (120) calendar days prior to the expiration date of this entire Agreement, either the FOPE or the Board, by written notice to the Superintendent of Schools or the FOPE, respectively, may institute negotiations for a successor Agreement.