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Title: **Miami-Dade County School Board and Dade County School Maintenance Employee Committee (DCSMEC), (1999)**

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**MIAMI-DADE COUNTY PUBLIC SCHOOLS
BARGAINING TEAM**

Mr. James Hayes, Jr.
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Ms. Diana T. Urbizu
Co-Chief Negotiator

Mr. Freddie Woodson, Assistant Chief
Maintenance and Operations

Mr. Robert Brown, District Director
Maintenance and Operations - South Area

Ms. Essie Pace, Region Director
Personnel/Contract Management, Region III

Ms. Helen Blanch, Senior Executive Director
Network and Internet Services

Ms. Vanessa Byers, Executive Director
District Budgets

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Transportation Budget Planning

Mr. Ray Davis, Satellite Director
Facilities Operations, North Central

Ms. Marteen Longo, Assistant Principal
Hialeah-Miami Lakes Senior High

Ms. Doretha D. Mingo, Staff Assistant
Legislative and Labor Relations

**DADE COUNTY SCHOOL MAINTENANCE
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Mr. Louis Feldkamp
Chief Negotiator and DCSMEC Business Representative

Mr. George Ellis
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Sheet Metal, Central Yard

Mr. Doug Durham
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Certified Zone Mechanic
North Central

Mr. Don Padrick
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Mr. Joaquin Delgado
Sound & Communications
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South Central

Ms. Nancy Seward
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Coral Reef Satellite

Mr. Mike Dickmann
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North Central

Mr. Gary Sneesby
Certified Zone Mechanic
North Yard

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NDCS Technical
OIT

Mr. Mike Swackhammer
Electrician
North Central Satellite

Mr. Jorge Fernandez
Certified Zone Mechanic
South Yard

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ARTICLE I -- GENERAL PURPOSES

Section 1. Meeting the education needs of the children, youth, and adults of Miami-Dade County requires the full and effective, cooperative effort of all members of the staff of the Miami-Dade County Public Schools, hereinafter called MDCPS.

Section 2. The School Board of Miami-Dade County, Florida, hereinafter called Board, and the Dade County School Maintenance Employee Committee, hereinafter called DCSMEC, recognize and declare that quality service is necessary to provide a quality education for the students of MDCPS which is their aim, and it is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the School Board and its employees.

Section 3. The School Board and the Superintendent of Schools, hereinafter called the Superintendent, have the constitutional and statutory authority, respectively, for the operation of MDCPS in addressing the education needs of MDCPS.

Section 4. It is the purpose of this Agreement to provide, where not otherwise mandated by Constitution, Statute, or the School Board Rules for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement, to prevent interruption of work and interference with the efficient operation of the MDCPS system and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences, and the promotion of harmonious relations between the School Board and DCSMEC.

Section 5. It is the express intent of the parties that if any article, section, subsection, sentence, clause, or provision of this Contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the Contract.

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ARTICLE II -- DEFINITIONS

Terms used in this Agreement shall be defined as follows:

Section 1. School Board -- The School Board of Miami-Dade County, Florida, the duly-elected board established under Florida Statutes, Section 230.03(2) which has the responsibility for the organization and control of the public schools of Miami-Dade County.

Section 2. DCSMEC -- Dade County School Maintenance Employee Committee which has been granted the right to represent exclusively the members of the bargaining unit.

Section 3. Contract -- The document which delineates the wages, hours and terms and conditions of employment which were mutually agreed to as the result of collective bargaining.

Section 4. Unit -- That group of employees determined by the employer and DCSMEC and approved by the Florida Public Employees Relations Commission (PERC) to be appropriate for the purpose of collective bargaining as set forth in Appendix A.

Section 5. Work Location -- The responsibility center to which an employee has been assigned, as designated by the bureau/office head.

Section 6. Rules -- Rules established by the School Board, under authority granted by state law.

Section 7. PERC -- The Public Employees Relations Commission created by Section 447.003, Florida Statutes.

Section 8. Certification -- Refers to the designation by PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

Section 9. Exclusive Bargaining Agent -- The agent recognized by the public employer and certified by PERC as that designated or selected by a majority of public employees as their exclusive representative for purposes of collective bargaining.

Section 10. Superintendent -- The secretary and executive officer of the Miami-Dade County School Board who is responsible for the administration of the schools and for supervision of instruction in the Miami-Dade County Public Schools.

Section 11. State Regulations -- That body of regulations adopted by the State Board of Education and the Department of Education of the State of Florida to clarify and implement state statutes which relate to education in the State of Florida.

Section 12. Collective Bargaining -- The performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning the determination of the wages, hours of work, and terms and conditions of employment.

Section 13. Working Hours -- Those specified hours when employees are expected to be present and performing assigned duties.

Section 14. Workday -- The total number of hours an employee is expected to be present and performing assigned duties.

Section 15. Emergency -- Any situation which is not routine or generally anticipated, as determined by the Superintendent of Schools or his/her designee.

Section 16. Job Classification -- The grade or classification in which the employee is currently assigned.

Section 17. Fiscal Year -- July 1 of one year through June 30 of the following year.

Section 18. Strike -- The concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the Miami-Dade County School Board, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage, the establishment of strike funds.

Section 19. Bureau -- The administrative unit to which departments and sections are administratively responsible.

Section 20. Department -- An operational unit within a division.

Section 21. Job Description -- The written document describing the duties, responsibilities, and qualifications of the job.

Section 22. Administrative Directives -- Directives promulgated by the Superintendent and his/her administrative staff.

Section 23. Established Practice -- A practice which has gained acceptance through use.

Section 24. Job Assignment -- The school center or other location to which an employee is instructed to report to work by the administrative superior.

Section 25. Immediate Supervisor -- The administrative officer immediately superior to the foreperson, general foreperson, trademaster and area general foreperson.

Section 26. Unauthorized Absence -- Failure of an employee to give notice of absence may be regarded as unauthorized leave. Upon reporting back to work, the employee shall be apprised of the unauthorized leave status. However, if the employee can demonstrate that there were extenuating circumstances (e.g., hospitalization or other serious emergency), then consideration must be given to changing the status of the leave. Only the bureau/office head (or designee) has the authority to change an unauthorized leave. Absence in excess of accrued sick and personal leave, when such absence is not specifically authorized in advance, is an unauthorized absence. Vacation leave may only be taken with advanced authorization in accordance with Article XII, Section 11. Vacation leave without advanced authorization and not in accordance with bureau/office procedures constitutes unauthorized absence.

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ARTICLE III -- RECOGNITION

Section 1. Pursuant to the action of the Board on August 6, 1975 and, pursuant to the order of PERC 8H-RA-754-1188 dated December 10, 1975, the Board recognizes DCSMEC as the sole and exclusive representative of the employees within the bargaining unit covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, terms and conditions of employment of the Board employees fully described in Appendix A.

Section 2. The Board or the Superintendent has the authority to designate positions to be managerial or confidential within the meaning of the Public Employees Relations Act (PERA). If such a designation is made, the position shall be excluded from the DCSMEC unit until such time as the designation of the Board or the Superintendent is reversed by PERC.

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ARTICLE IV -- EMPLOYER RIGHTS

The provisions of this Contract are not to be interpreted in any way or manner to change, amend, modify, or in any other way to delimit the exclusive authority of the Board and the Superintendent for the management of the total school system and any part of the school system. It is expressly understood and agreed that all rights and responsibilities of the Board and Superintendent, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, state regulations, and

School Board Rules, shall continue to be exercised exclusively by the Board and the Superintendent without prior notice or negotiations with DCSMEC, except as specifically and explicitly provided for by the stated terms of this Contract. Such rights thus reserved exclusively to the Board, the Superintendent, and their designated representatives, by way of illustration and not by way of limitation, include the following: selection, promotion, assignment, and transfer of employees; the evaluation of performance of employees; the separation, suspension, dismissal, and termination of personnel for just and good cause; the designation of the organizational structure of the MDCPS; and the lines of administrative authority of MDCPS.

It is understood and agreed that management possesses the sole right, duty and responsibility for operation of the schools and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the Agreement. These rights include, but are not limited to, the following:

- Discipline or discharge of any employee for just and good cause.
- Direct the work force.
- Hire, assign, and transfer employees. Transfer of journeypersons and apprentices will be in location only, not in job classification, unless mutually agreed upon by both the employee and the Miami-Dade County Public Schools.
- Determine the missions of the Board agencies.
- Determine the methods, means, number of personnel needed or desirable for carrying out the Board's missions.
- Introduce new or improved methods or facilities.
- Change existing methods or facilities.
- Relieve employees because of lack of work.
- Contract out for goods or services.

Such other rights, normally consistent with management's duty and responsibility for operation of the Board's services.

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ARTICLE V -- NO-STRIKE PROVISION

DCSMEC hereby agrees, on behalf of its members and all employees of the unit it is certified to represent, that it shall not authorize, initiate, or participate in a strike against the employer. DCSMEC further agrees that neither it nor members of its certified unit shall support, in any manner, a strike against the employer by any other union or group of employees, nor establish any overt preparations including, but not limited to, the establishment of strike funds as defined in Florida Statutes.

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ARTICLE VI -- GENERAL PROVISIONS

Section 1. DCSMEC and its members agree fully to abide by laws and regulations of the federal and state governments prohibiting discrimination, to support actively and fully the affirmative action policies, programs and plans of the school system, and to actively encourage qualified applicants of all ethnic groups and both sexes to seek available promotional opportunities in MDCPS.

Section 2. DCSMEC agrees to represent the interest of all employees in the unit, in accordance with law.

Section 3. Simultaneously with the mailing to members, DCSMEC agrees to provide each Board Member, the Superintendent, the Chief Officer for Legislative and Labor Relations, members of the administrative staff, and members of the administrative cabinet with copies of all communications directed to its unit members.

Section 4. Members of the unit will have the opportunity to process complaints and grievances under the terms of this Contract in accordance with procedures set forth in Article VII.

Section 5. The Superintendent agrees to notify DCSMEC of any proposed amendment or change in any rule, policy, law or statute that will affect in any way the employment conditions of the employees in this unit.

Section 6. Representatives of DCSMEC will be provided opportunity to appear before the Board in public hearings on matters not covered by this Contract in accordance with the procedures set forth in Board Rules.

Section 7. Opportunity will be provided for the designated representatives of DCSMEC and the Assistant Superintendent for Office of Facilities Management or his/her designated representative to meet periodically at mutually agreeable times on matters of mutual interest and concern, outside the terms of this Contract, with meetings to be initiated by either party.

Section 8. DCSMEC agrees that, in the event of a change in its bylaws, the Superintendent shall have the right to review these proposed changes.

Section 9. DCSMEC recognizes that the MDCPS has entered into collective bargaining agreements with other labor organizations covering other units of employees and, to the extent required by PERA, will comply with those agreements.

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ARTICLE VII -- GRIEVANCE PROCEDURE

Section 1. Purpose

It is recognized that complaints and grievances may arise between the employer and any one or more employees concerning the application or interpretation of the terms and conditions of employment as defined in this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt, and equitable manner so that the efficiency of MDCPS may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and the bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his standing with the employer.

The Union has the right not to process grievances of non-dues-paying employees. It is agreed that the bargaining agent reserves the exclusive right to process grievances at any step of the grievance procedure, including arbitration, except that any member of the bargaining unit may process a grievance through representation of his/her own choosing only if the bargaining agent has refused to process the grievance solely because the unit member is not a dues-paying member of the Union. The Union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

It is understood and agreed by the employer, members of the unit and the bargaining agent, that the resolution of complaints which are grievable or litigable shall be pursued through the grievance procedure until such remedy is exhausted. At that time, the employer, the aggrieved employee(s) and/or the bargaining agent may seek other legal remedies, as are available.

Section 2. Definitions

A. Grievance -- Formal allegation by an employee or DCSMEC, on behalf of the aggrieved employee, that there has been a violation, misinterpretation, or misapplication of any of the terms and conditions of employment as set forth in this Agreement.

B. Aggrieved Employee(s) -- The employee(s) filing or causing to be filed the grievance.

C. Bargaining Agent -- The bargaining agent shall mean the employee organization certified as the exclusive bargaining agent, pursuant to Florida Statutes, Chapter 447.

D. Days -- As referred to in the time limits herein, days shall mean working days.

E. Letter of Inquiry -- Request, in writing, on proper MDCPS form, to Legislative and Labor Relations, seeking clarification of Miami-Dade County Public Schools Rules, State Law, or this Agreement.

Section 3. Letter of Inquiry

Either an assistant, region, associate, deputy superintendent, or bargaining agent may send a Letter of Inquiry on stipulated Letter of Inquiry Form to the Chief Officer for Legislative and Labor Relations, for the purpose of seeking a clarification of Miami-Dade County Public Schools Rules, State Law, and/or terms and conditions of employment as set forth in this Agreement.

Legislative and Labor Relations shall respond, whenever possible, within 10 working days of receipt of the Letter of Inquiry. If the interpretation of the Letter of Inquiry is not satisfactory, a formal grievance may be filed.

Section 4. Procedures

The aggrieved employee, with or without the Union representative, shall discuss the problem or dispute with the immediate supervisor within five working days of the occurrence resulting in the problem or dispute. Grievance forms shall be made available at all work locations.

STEP I -- If, after discussion with the immediate supervisor, the problem has not been resolved, a grievance shall be offered, in writing, stating specifically the article, section, and language alleged to have been violated, misinterpreted, or misapplied, by the employee or DCSMEC on behalf of the aggrieved employee within 10 working days, to the appropriate immediate supervising administrator who will have five working days to render a decision. A grievance decision shall not be rendered prior to the employee or DCSMEC being given the opportunity to participate in a grievance conference. Copies of the decision shall be sent immediately to the employee and DCSMEC. The grievance shall be on the proper form for this step.

STEP II -- If the grievance or dispute has not been satisfactorily resolved at Step I, the aggrieved employee or DCSMEC, on behalf of the aggrieved employee, may appeal the grievance to the Assistant Superintendent for the Office of Facilities Operations within 10 working days after the appropriate administrator response is due. A grievance decision shall not be rendered prior to the employee or DCSMEC being given the opportunity to participate in a grievance conference. The grievance shall be on the proper form for this step.

The Assistant Superintendent for the Office of Facilities Operations shall respond in writing within 10 working days.

STEP III -- If the grievance has not been satisfactorily resolved at Step II, the aggrieved employee or DCSMEC, on behalf of the aggrieved employee, may submit the grievance to the Chief Facilities Officer for Facilities Planning and Construction within 10 working days after the Immediate Director or appropriate administrator response is due. A grievance decision shall not be rendered prior to the employee or DCSMEC being given the opportunity to participate in a grievance conference. The Chief Facilities Officer for Facilities Planning and Construction shall respond within 10 working days. The grievance shall be on the proper form for this step.

Nothing herein shall be construed to deny DCSMEC the right to file a grievance in its own behalf, where it is alleged that the rights of DCSMEC, as specified in this Agreement, have been denied.

The parties acknowledge that multiple grievances may be combined with the mutual agreement of the employer and DCSMEC.

Section 5. Arbitration

If the decision of the Chief Facilities Officer for Facilities Planning and Construction has not satisfactorily resolved the grievance, DCSMEC may request arbitration, in writing, to the Chief Officer for Legislative and Labor Relations, no later than 15 working days after the rendering of the decision, or the expiration of the time limit for rendering of the decision by the Chief Facilities Officer for Facilities Planning and Construction. Upon receipt of request for arbitration and, in no event later than 15 working days, the Chief Officer for Legislative and Labor Relations, shall set in motion the necessary procedure to expedite an early hearing by the Arbitrator.

At the Arbitration Hearing, the aggrieved employee shall be accompanied by the DCSMEC employee representative and such additional non-employee Union representatives as DCSMEC deems appropriate. The Arbitrator shall render his decision no later than 30 days after the conclusion of the final hearings. Such decision shall be final and binding and made in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

SELECTION: The Arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the rules established by the American Arbitration Association.

POWERS: The Arbitration Award shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue submitted. The Arbitrator shall limit his decision to the application and interpretation of this Agreement and the Arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The costs of the services of the Arbitrator shall be equally shared by both parties to this Agreement. Where, in accordance with Section 1 of this Article, a bargaining unit member (not the Union) has processed a grievance through arbitration, the cost of the services of the Arbitrator shall be shared equally by the employer and the bargaining unit member.

Suspensions, dismissals and reductions-in-grade shall be dealt with in Article XI.

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ARTICLE VIII -- UNION REPRESENTATIVES

Section 1. DCSMEC has the right to select not more than 30 employees from within the bargaining unit, as herein defined, to act as employee representatives. Additional employee representatives may be designated by mutual agreement of the parties. The names of employees selected shall be certified, in writing, to the Chief Officer for Legislative and Labor Relations by DCSMEC. It is agreed to and understood by the parties to this Agreement that employee representatives may, without loss of pay, with prior approval of their supervisor, process grievances. The supervisors approval shall not be unreasonably withheld. It is agreed to and understood by DCSMEC that employees and/or Union representatives shall process grievances in such a manner as not to disrupt normal Board activities and services.

An employee representative, with prior approval, may be released to represent employees at grievances and Conferences-for-the-Record and to participate as a member of a Labor-

Management Committee or other joint activities established by this Contract or mutually agreed to. Such absence during worktime shall be recorded by time card entries and certified by the employee's immediate supervisor. MDCPS vehicles shall not be used for such purposes, and any travel for such purposes shall be at the expense of the employee representative and/or DCSMEC, unless authorized by an appropriate administrator.

Section 2. Non-employee representatives, i.e., non-employee DCSMEC representatives, shall be certified, in writing, to the Chief Officer for Legislative and Labor Relations by DCSMEC. DCSMEC agrees that activities by the Union representative shall be carried out in such a fashion as not to interfere with normal work periods. Non-employee representatives shall not contact employees, including representatives, during regular working hours, without the approval of the bureau/office head or designee. Such approval shall not be unreasonably withheld.

Section 3. The employee representative shall not be laid off while there are employees in his classification still employed. An employee representative may, however, be discharged for good cause after notice, in writing, is sent to DCSMEC five full working days prior to such intended discharge.

In the event the employee representative, who has been bypassed in a layoff under this provision, ceases to be an authorized employee representative and the layoff is still in effect, the employee would be laid off and the most senior employee on layoff in that classification will be recalled.

Section 4. Labor-Management Committee

A. There shall be a Labor-Management Committee of six members, three appointed by the Superintendent of Schools and three by the DCSMEC. The Federal Mediation and Conciliation Service will assist the parties in establishing and monitoring this Committee.

B. The committee shall meet regularly, but no less than monthly, at mutually agreed times and places, to discuss problems related to employee relations, and may make written reports and recommendations that shall be advisory to the Superintendent.

C. Time used for this purpose shall be considered as released time and shall not be charged against the employees' time.

D. In addition to other topics of discussion and review, the committee shall study labor and employee relations issues.

Section 5. DCSMEC will have the opportunity to participate in group orientation sessions for employees and shall be involved, through the MDCPS/DCSMEC Labor-Management Committee, in the planning of new employee orientation programs.

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ARTICLE IX -- WORKING CONDITIONS

Section 1. Work Scheduling

A. The standard number of working hours during any standard work week will normally be 40 hours without a reduction in the current established biweekly wage rate.

B. The normal work week shall consist of no more than five consecutive days (Friday - Thursday) at the regular rate of pay. Saturdays and Sundays are not considered as regular workdays. The normal work- day shall be any consecutive eight-hour period between 6:30 a.m. and 5:30 p.m.

STANDARD WORK WEEK FOR PAYROLL PURPOSES: The standard work week for payroll purposes has been established by The School Board of Miami-Dade County, Florida as follows: 40 hours - commencing immediately after midnight on Thursday and running for seven consecutive days ending on midnight the following Thursday.

Work scheduling will not be altered solely for the purpose of avoiding the payment of overtime.

It is understood and agreed to that, should it become necessary to establish a regular work schedule which includes Saturdays, negotiations may be reopened for the sole purpose of negotiating the impact of this decision. It is understood that these negotiations will precede the implementation of the decision.

Work schedules will not be altered by changing the number of hours per week to avoid the payment of overtime. Work schedules may be altered without advance notice due to emergency conditions or factors beyond the Board's control.

The right to utilize the four-day, 10-hour work schedule is expressly reserved to management and adoption of such schedule for any employee shall not be considered an avoidance of overtime.

Such schedule shall be for four consecutive days. Wherever a 10-hour schedule is adopted, the workday shall consist of 10 consecutive hours, exclusive of the meal period.

This schedule change may be implemented by the Board after notification to the Union. Employees affected by a change in their work week shall be given not less than two weeks' notice of the change in schedule. Such changes in schedule may be designated by the bureau/office head or designee and shall not be arbitrary. An employee may request and be considered for a four-day, 10-hour work schedule.

Such requests shall be made, in writing, to the bureau/office head or designee with a copy to the employee's supervisor.

In addition to the foregoing, the Superintendent may direct all members of the DCSMEC bargaining unit be immediately placed on a four-day, 10-hour work schedule in the event the Superintendent has declared an emergency.

C. Employees shall be entitled to two days off at the completion of the standard work week.

D. Where weekend work is a practice, the Board shall make every effort to rotate schedules to distribute weekend assignments equally.

E. Employees required to report to work prior to the established starting time, or required to work after the scheduled workday, shall be paid at the rate of one and one-half the regular straight time rate of pay. Employees required to work in excess of the normal 40-hour work week shall be paid at the rate of one and one-half the regular straight time rate of pay.

Employees called back to work shall be guaranteed at least four hours' pay provided such work does not immediately precede or extend the employee's regularly-assigned work schedule. An employee required to work two hours or more beyond the normal workday shall be allowed one-half hour for meal time with pay. An employee required to work at least three hours before normal starting time shall be allowed one-half hour meal time with pay provided he/she completes his/her normal shift. If call-back work immediately precedes the normal workday, the four-hour guarantee shall not apply.

Compensatory time off and the rate(s) of pay for employees who weekly perform two or more MDCPS jobs shall be governed by the Fair Labor Standards Act and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.

F. School Closings -- Call-Back and Holdover Personnel and Emergency Conditions That Result in School Closings

1. When it is necessary for MDCPS to require employees to return to work, MDCPS agrees to compensate the employee for a minimum of four hours pay at the established rate of one and one-half times normal salary.
2. When call-back is necessary during emergency conditions which result in school closings, as determined by the Superintendent, unit members who are called back shall be compensated at an established rate of two times straight time rate of pay for the call-back time worked, including hours in excess of the normal 40-hour work week. Should the call-back time fall on a holiday, unit members who are called back shall be compensated at two and one-half times the straight-time rate of pay. Notification for call-back shall be through personal contact, telephone contact, or mailgram. Full-time employees released from reporting to work shall be compensated at their straight-time rate of pay. Full-time employees who fail to report to work after a call-back shall not be compensated for the days schools are closed due to the emergency conditions except when the failure to report is authorized.

G. To create a pool of employees who will be available for response to emergency service requirements during off-hours, the bureau/office head or designee may, at his/her discretion, establish a category of duty designated as "standby" for any of the trade classifications within the unit.

Inclusion in the standby pool shall be voluntary to the employees, and assignments shall be rotated by roster among those who elect to participate. Employees designated for standby duty for a specific period will be required to supply a telephone number where they will be available, and to respond to emergency work, as assigned. It is understood that such work assignments in high crime areas, as determined by the appropriate Director, shall be handled by a two-employee crew.

Standby status shall be recorded separate from regular working hours and shall not be a factor in any overtime calculation. Employees agreeing to be available for standby will be paid one hour at the employee's regular straight time rate for weeknights, and two hours for Saturdays, Sundays, and holidays. The right to utilize the standby category is expressly reserved to management, and adoption of such category for any employee shall not be considered an alteration of work scheduling to avoid the payment of overtime.

If an employee is called in to work from standby status, overtime entitlement shall begin when the base or work location is reached, and all provisions of Article IX, Section 1(E) shall apply. If a standby obligation remains, following completion of the emergency response, the employee shall resume standby status until the standby period is completed.

This duty category may be implemented by the Board after notification to the bargaining unit.

H. A modified workday schedule (i.e., beginning and ending times adjusted, but not overall daily working hours) may be implemented for full-time employees in which a shift of any consecutive eight or 10-hour period between 12:30 p.m. - 11:00 p.m. shall be established. Employees assigned to the modified workday schedule will be selected in the following priority order:

1. Voluntary -- Employees who volunteer for the modified workday schedule and are chosen based on district-wide seniority in job classification and who may opt to return to their previously assigned shift after completion of a 90-calendar day assignment; and,
2. Mandatory -- Employees who are required to work the modified workday schedule will be chosen based on inverse district-wide seniority in job classification. No permanent employee shall be required to work such schedule more than 13 work weeks per calendar year.

When work occurs in areas covered by Miami-Dade County Public Schools Police (MDCPSP) patrols, MDCPSP will be notified that the work is taking place.

Employees working the modified schedule shall receive a 10 percent per hour salary differential for all classifications.

Saturdays and Sundays are not considered regular workdays.

I. Maintenance intends to establish a second shift pilot program within the AC/R trade along with trades helpers for the purpose of performing preventive maintenance to heating, ventilating, air conditioning and refrigeration equipment. Specific conditions pertaining to DCSMEC employees on the second shift pilot program are:

1. The normal work week shall consist of no more than five consecutive days (Friday-Thursday); Saturdays and Sundays are not considered as regular workdays. The normal workday shall be any consecutive eight-hour period between 12:30 p.m. to midnight (generally to be 2:30 p.m. to 11:00 p.m.), with two 15 minute breaks and a one half hour meal period.
2. Employees working the second shift shall receive a 10 percent salary differential for all classifications.

3. The provisions of Article IX, Section 1(H) shall not apply, as this pilot program is specifically intended to be worked as a second shift program. The hours associated with the second shift normal workday, as stated above, are considered to be a condition of employment. Consequently, MDCPS employees selected, or individuals newly-hired, for the second shift will have no opportunity to unilaterally return or change to the regular Maintenance normal workday (first shift) operations.

4. Maintenance employees may, however, request to change from the first to the second, or vice versa, shift. Such requests shall be considered as transfer requests. Should Maintenance grant the transfer request, there will be no provision for employees who are transferred to unilaterally return to their previous shift.

5. Current MDCPS employees selected for, or individuals newly hired for, second shift Trades Helper positions, will not be eligible for enrollment in the MDCPS Trades Helper Special Opportunity for Advancement Program. However, MDCPS employees currently enrolled in Trades Helper Special Opportunity for Advancement Program will remain enrolled in the program should they be selected for transfer to the second shift.

J. Employees may, on a voluntary basis, request to work an alternative four-day, 10-hour work schedule that includes Saturdays. Employees working on such schedules shall be paid as follows: 12 percent per hour salary differential for all hours worked. Overtime shall be paid for all hours worked before and after their 10-hour work schedule and for all hours worked in excess of 40 per week. A pattern of unacceptable Saturday work attendance, as determined by management, may result in work schedule reassignment.

Employees placed on the alternative four-day, 10-hour work schedule shall be chosen on the basis of seniority. They may opt to return to their regular work schedule after completion of a 90-calendar day assignment in this alternative schedule.

Section 2. Scheduled Overtime Distribution

Overtime distribution lists shall be established to provide for distribution of available overtime, as equitably as possible, to qualified employees, in accordance with the following procedures:

Overtime lists shall be maintained by the designated work location steward, who shall be allowed a reasonable amount of time during working hours for this purpose. Lists shall include all employees at the work location, by trade, and shall be posted in an area where all affected employees will have access. There shall be separate overtime lists for forepersons, journeypersons, zone mechanics, trainees, and trades helpers. Employees with the least number of overtime hours charged shall have their names placed at the top of the list. In addition, DCSMEC shall appoint a steward to maintain a combined district overtime list that represents a consolidation of all work location overtime lists.

Employees who accrue an unauthorized absence(s) during a work week shall not be eligible for overtime work during any portion of that week.

If scheduled overtime (i.e., weekend work) is necessary and the job is scheduled to be accomplished totally within overtime hours, then selection of employees to work

overtime will be made from the satellite overtime list. If the overtime needs still remain, then selection shall be made from the district overtime list.

If scheduled overtime is necessary, and the job is scheduled to include normal work hours, then selection of employees for overtime shall be made first from those employees who will be assigned to the job during normal work hours. If the preceding does not meet overtime needs, then selection will be made from the satellite overtime list. If the overtime needs still remain, then selection shall be made from the district overtime list.

If scheduled overtime is necessary to complete jobs in progress, employees assigned to the job may be required to work overtime. If the preceding does not meet overtime needs, then selection will be made from the satellite overtime list. If the overtime needs still remain, then selection shall be made from the district overtime list.

Employees required to work overtime that would occur either prior to or after normal work hours shall be notified, when possible, two days in advance of the day on which the overtime is anticipated to be worked. Employees required to work overtime that would occur on the weekend (scheduled overtime) shall be notified, when possible, not later than noon of the Wednesday preceding the weekend.

All employees (except Permanent Forepersons) declining overtime shall be charged with the number of hours declined. Employees will not be charged on the overtime list for declining requests to work overtime that do not meet the preceding notification criteria.

Employees who accept scheduled overtime and then fail to report to work will be charged on the list double the number of hours accepted.

Section 3. Job Requirements

Subsequent to initial appointment, the employer has the right to place additional employment requirements on any job classification. For those permanent employees already on the job, the costs of such additional requirements shall be borne by the employer. New employees shall assume costs of all eligibility requirements.

Section 4. Change in Work Location

A. A change in work location may be designated by the bureau/office head or designee. Such changes in work location shall not be arbitrary. A unit employee may request and be considered for a change in work location. A unit employee seeking a change in work location will request it, in writing, to the bureau/office head or designee.

All vacancies which occur in job positions which are part of this bargaining unit shall be posted within the departments with notice sent to DCSMEC.

An employee seeking to be reassigned to a vacancy shall request it, in writing, to the appropriate Director, with a copy to his/her supervisor.

Employees may request a transfer if they have been in their current work location at least six months, have had no written reprimands (as a result of violations of any School Board

Rule, contract provision, departmental regulation or policy) during the six month period prior to transfer request, and have successfully completed their probationary period.

Vacancies will be filled on the basis of qualifications, experience, and seniority.

Unit employees may be assigned to work locations as workload, staffing, and administrative requirements dictate. Changes in work location may be grievable, but shall not be arbitrable.

Transfer/Location Preference Requests will be held active in the Office of Personnel Management and Services for a period of six months from the date of request. Unit employees may request and receive one work location transfer per fiscal year.

B. Zone Mechanic (ZM) vacancies will be filled using the following three-step procedure. Ties in the bidding and placement process will be resolved by first considering seniority in job classification and secondly by overall District seniority as a permanent employee.

1. District-wide Bidding - ZM vacancies identified by Maintenance announcement will first be filled using a single round District-wide bidding process. ZMs who have been in their currently assigned cluster for not less than six months will be afforded a single opportunity to bid for any announced vacancy. ZMs who are unsuccessful in bidding will not be required to relinquish their assigned cluster. Ties will be resolved as discussed above.

Announced vacancies that may remain due to lack of bids, and vacancies that result from the single round Step One bidding process, shall be filled by proceeding to Step Two.

2. Within-Satellite Bidding - Vacancies remaining after completion of Step One shall be announced by Maintenance. Only those ZMs assigned to the Satellite in which the vacancy exists, and who have been in their currently assigned cluster for not less than six months, will be afforded an opportunity to bid for the announced vacancy. ZMs who are unsuccessful in bidding will not be required to relinquish their assigned cluster. Ties will be resolved as discussed above.

Step Two bidding shall proceed through as many rounds as necessary until there are no bids submitted on the available ZM vacancies remaining within the Satellite. ZM vacancies remaining shall be filled by proceeding to Step Three.

3. If there are floater ZMs, the vacancy shall be filled by the most senior (ties resolved as discussed above) of the floater ZMs. Should Maintenance desire to fill the floater ZM vacancy thus created, a candidate from the ZM placement pool may be selected.

If there are no floater ZMs, then Maintenance may fill the ZM vacancy by selecting a candidate from the ZM placement pool.

Section 5. Layoffs and Re-employment

The employer may lay off whenever it appears that financial considerations require layoff or whenever there is a diminished need for employee services. Employees shall be laid off in each affected job classification by inverse order of seniority in that job classification; employees shall be recalled in inverse order of layoff, the first to be laid off shall be the last to be recalled.

No new employees in affected job classifications shall be hired while former employees who are on the laid off list are willing and qualified to accept the jobs available.

In the event of a recall of any classification in a job family, re-employment will be offered to members of that job family who remain on the recall list by MDCPS seniority in the job classification of the position to be filled.

An employee cannot be recalled to a position which was classified higher than his/her position at the time of layoff. An employee who is recalled for a lower position than his/her position at the time of layoff and who declines the offered position shall retain his/her recall rights.

Notification of recall or other job recovery options will be furnished by certified mail to the last home address, with a copy to DCSMEC. The employee shall be expected to notify immediately and report within three working days to the new assignment. If an employee fails to report to a new assignment within the three workdays, he/she shall be removed from the recall list, and shall be deemed to have forfeited further claim to any recall rights. The individual next in the recall sequence shall be notified to report to the new assignment, and so on.

Recalled former employees must meet the job qualification requirements existing at the time of layoff in order to be rehired.

Any sick leave forfeited at the time of layoff and termination shall be restored at the time of recall and rehire.

An employee notified for layoff may bump down or an employee laid off may bump back to any job classification which carries a lower designation within his/her craft, or to Trades Helper, provided his/her over-all job family seniority is greater than the employee in the classification whom he/she seeks to replace.

The bumping procedure shall afford the same rights of bumping and recall to any employee who is laid off because he/she was bumped.

Employees on layoff for 12 continuous months will be considered terminated and will lose all recall rights.

Section 6. Break Time

Break Time -- A normal workday of eight hours will have two 15-minute break periods, one in the a.m. hours and one in the p.m. hours. A normal workday of 10 hours will have two 20-minute break periods, one in the a.m. hours and one in the p.m. hours.

Section 7. Probationary Period

A probationary period of four calendar months is required for permanent employees on initial appointment or promotion to any position. The probationary period shall start on the first day of service (the day the employee actually begins performing the duties of the position). In the event that the employee does not satisfactorily complete his/her probationary period, he/she shall be separated from the service except that, in the case of

promotion from a lower pay rate position, he/she may be considered for employment in the class of comparable pay rate from which he/she was promoted.

During the probationary period, the immediate supervisor shall provide a written evaluation every two months. At any time during the probationary period or, as a result of summation of evaluations, the employee's performance is considered unacceptable, the newly-hired probationary employee shall be recommended for termination. The newly-hired probationary employee shall be on an hourly status and shall receive only the group health, vision, dental, and life insurance benefits provided to other employees.

Upon successful completion of the probationary period, the effective date for accruing leave and eligibility for tool and uniform allowances shall be the employee's hire date (first day of service).

Section 8. Seniority

Seniority shall be defined as the length of continuous service in bargaining-unit job classification including all time the employee has been on sick leave, approved leaves of absence, vacation time, and layoff up to 12 continuous months of each layoff. Seniority shall not be lost if the employee quits or is discharged in accordance with the terms of this Agreement, and is rehired within 30 days.

Job classification seniority shall be computed from the actual date the employee first worked in a specific job classification. If he/she is transferred or promoted to one or more other classifications, he/she shall continue to accumulate seniority in all of the prior classifications in which he/she worked, as well as the new one.

Seniority shall not be affected by transfers between work locations or departments within a bureau or office. Seniority shall be lost if the employee fails to report to recall after layoff (with reasonable time permitted).

Employees in the DCSMEC bargaining unit who are appointed to MDCPS exempt managerial positions shall continue to accrue seniority and retain bump-back rights to their bargaining unit positions for the term of this Contract.

The MDCPS shall quarterly provide the DCSMEC with a list of employees and their seniority status.

Section 9. Interim Foreperson

The Assistant Superintendent for Facilities Operations may in response to workload or staffing demands, recommend the assignment of a permanent employee as Interim Foreperson. Such an assignment shall not exceed six months unless agreed to by the parties and approved by the Chief Facilities Officer, Facilities Planning and Construction. If an Interim Foreperson assignment is made to fill an open budgeted position, such assignment shall not exceed 90 calendar days. Any employee assigned as Interim Foreperson shall satisfy all the minimum qualification requirements of the permanent job classification. In the event an employee is assigned Interim Foreperson for a period of time that exceeds 10 consecutive workdays, such employee will be promoted to the pay

rate established for that job classification effective the first day of the assignment. The employee shall revert to his/her previous rate of pay upon termination of the Interim Foreperson assignment.

Interim Foreperson assignments shall be rotated among permanent employees who have been determined eligible for such assignment.

Whenever a work crew is composed exclusively of temporary employees, an Interim Foreperson or Temporary Foreperson will be assigned to provide supervision.

Section 10. Temporary Foreperson

When, at the discretion of the Assistant Superintendent for Facilities Operations, conditions exist that warrant short-term on-site supervision, a Temporary Foreperson may be assigned to provide such supervision in conjunction with the employee's normal duties. Temporary Forepersons will receive supplemental compensation in accordance with APPENDIX D during each day of such assignment, which shall not exceed 90 working days.

Employees shall receive Temporary Foreperson pay during holidays, vacation, sick, or personal days until the assignment is terminated. The minimum duration of such assignment will be one workday. Such arrangement may be made, changed, or terminated with one workday's notice.

Section 11. Trades Helpers

A. All trades helpers may elect to participate in the Trades Helper Career Development Plan. The Trades Helper Career Development Plan will be governed by the Trades Helper/Trainee Career Development Board.

B. As a general practice, trades helpers will be assigned to work in one trade. However, this does not preclude the Assistant Superintendent for Facilities Operations assigning trades helpers to any of the trades when it becomes necessary.

C. The advancement of trades helpers to trainee level will be governed by the Trades Helper/Trainee Career Development Board whose membership shall consist of four voting members. These voting members will be the Supervisor of Adult Trade and Industrial and Apprenticeship Training in the Office of Vocational, Adult, Career, and Community Education; the Executive Directors (2) of the Office of Facilities Operations; and, the Manager of the Office of Facilities Operations. Additionally, a DCSMEC representative and a representative from the Office of Personnel Management and Services may attend Trades Helper/Trainee Career Development Board meetings as observers.

D. The Trades Helper/Trainee Career Development Board shall meet four times a year for the purpose of reviewing trades helpers' requests for promotion into the Trainee Career Development Plan. Trades helpers will serve their four-month probation period before becoming eligible to appear before the Trades Helper/Trainee Career Development Board and will not be eligible for promotion to trainee level until their

probation period has been successfully completed. The effective date of advancement for those trades helpers recommended for promotion to the trainee level by the Trades Helper/Trainee Career Development Board will be the first day of the first pay period following the effective date of promotion.

E. The Trades Helper/Trainee Career Development Board will meet periodically during the year to conduct Board business. The Trades Helper/Trainee Career Development Board will use the approved Division of Facilities Operations Administrative Procedures for the operation of the Trades Helper Career Development Plan. These procedures will supersede and replace all previous guidelines that were used under the former Trades Helper/Trainee Career Development Plan.

Section 12. Trainees

A. Trainees shall work under the supervision of a journeyperson. In the event of an absence of the supervising journeyperson, the trainee assigned to that journeyperson shall be temporarily assigned to another journeyperson in the same trade at the same location. If another journeyperson in the same trade is not available at the same location then, at the discretion of the Assistant Superintendent for Facilities Operations, the trainee can be either temporarily assigned helper-type duties with any trade at the same location for a maximum of five working days only, or the trainee shall be temporarily reassigned to another location under the supervision of another journeyperson. Management shall give affected employees as much advance notice of such reassignments as possible; however, no minimum notice period shall be required in these cases.

B. All trainees will be hired at Step 1. All trainees will be in the Trainee Career Development Plan. The Trainee Career Development Plan will be governed by the Trades Helper/Trainee Career Development Board.

C. The advancement of trainees through the Trainee Career Development Plan will be governed by a Trades Helper/Trainee Career Development Board whose membership shall consist of four voting members. These voting members will be the Supervisor of Adult Trade and Industrial and Apprenticeship Training in the Office of Vocational, Adult, Career, and Community Education; the Executive Directors (2) of the Office of Facilities Operations; and, the Manager of the Office of Facilities Operations . Additionally, a DCSMEC representative and a representative from the Office of Personnel Management and Services may attend Trades Helper/Trainee Career Development Board meetings as observers.

D. The Trades Helper/Trainee Career Development Board shall meet four times a year for the purpose of reviewing trainee requests for advancement in the Trainee Career Development Plan. The effective date of those trainees recommended for advancement to a higher step by the Trades Helper/Trainee Career Development Board will be the first day of the first pay period following the Trades Helper/Trainee Career Development Board meeting, unless provisions of Article XIII, F. are applicable.

E. The Trades Helper/Trainee Career Development Board will meet periodically during the year to conduct Board business. All trainees must successfully complete their four-month probation at Step 1 before applying to the Trades Helper/Trainee Career

Development Board for advancement. The Trades Helper/Trainee Career Development Board will use the approved Division of Facilities Operations Administrative Procedures for the operation of the Trainee Career Development Plan. These procedures will supersede and replace all previous guidelines that were used under the former Trainee Progression Program. The Trades Helper/Trainee Career Development Board is responsible for:

1. Monitoring, recommending, and approving training programs for each trainee.
 2. Determining the appropriate step placement of each trainee in the Trainee Career Development Plan. Advancement to the appropriate step in the Trainee Career Development Plan required by the approved Office of Facilities Operations Administrative Procedures.
 3. Requiring each trainee to complete the Trainee Career Development Plan within the timeframes specified in approved Office of Facilities Operations Administrative Procedures.
 4. Trainees who successfully complete the Trainee Career Development Plan and hold a valid Certificate of Competency from Miami-Dade, Monroe, Broward, Palm Beach, or Collier County (or meet the minimum qualifications for an unlicensed Miami-Dade County Public Schools journeyman position) are eligible for consideration for priority advancement to an open journeyman position in their respective trade upon the recommendation of the Trades Helper/ Trainee Career Development Board. Consideration for priority advancement means that trainees who meet the minimum qualifications for advancement to journeyman will be given the opportunity to apply and be considered for internal advancement, provided they meet the selection criteria, before any non-MDCPS journeyman is hired.
 5. Any trainee who fails to complete the Trainee Career Development Plan within the allotted timeframe will be subject to administrative action, including reclassification to trades helper position upon the recommendation of the Trades Helper/Trainee Career Development Board. Current employees who have exceeded the timeframes in their job position will meet with the Trades Helper/Trainee Career Development Board to be evaluated and to determine the appropriate training requirements and the timeframe that will be permitted to complete the Trainee Career Development Plan. Current employees who cannot or will not complete the Trainee Career Development Plan will be subject to administrative action.
- F. Trainees participating in a Miami-Dade County Public Schools 1440-hour vocational education program will be reviewed under criteria number II, Appendix D (EMPLOYEE ATTENDING FORMAL FOUR-YEAR TRAINING PROGRAM) and must complete the training program within 60 calendar months (five years).
- G. It is the responsibility of the trainee to substantiate and provide documentation of enrollment in those training programs approved by the Trades Helper/Trainee Career Development Board and to provide verification of on-the-job training hours upon the request of the Trades Helper/Trainee Career Development Board.

Section 13. Employee Safety

Employees are to be provided a safe workplace and be furnished with safety devices, protective clothing, and such safeguards as are necessary to reduce or eliminate accidents and injuries. Managers/supervisors are to do everything reasonably necessary to protect the life, health, and safety of each employee. Employees will follow safe practices and operating methods on all jobs assigned. Employees shall be required to wear the safety devices, protective clothing, or equipment designated by management for employee protection. Safety devices and equipment, when required, will be provided by the Board. Refusal or failure of an employee to use or wear such devices or equipment or failure to follow safe practice and operating methods shall be grounds for appropriate disciplinary action, including dismissal.

Each maintenance satellite center will establish and maintain a resource library of South Florida, National, and SREF safety code books for use by employees.

It is further the intent of MDCPS to comply with the applicable provisions of the Occupational Safety and Health Act, 6A-2 Regulations, and the District Safety Inspection and Construction Safety Programs.

Section 14. Reimbursement for Travel Within Dade County

All employees who are required to use their personal vehicles to report directly to temporary assignments will be eligible for mileage reimbursement in accordance with MDCPS regulations. Mileage allowance shall be computed at the maximum allowable rate per mile for distance actually traveled on official business as established in Florida Statutes. All other practices for reimbursing employees for travel within the county are discontinued.

No employee shall transport MDCPS shop tools or materials in the employee's personal vehicle.

Section 15. Employee Assistance Program

DCSMEC and the Board recognize that a wide range of problems not directly associated with an employee's job function can have an effect on an employee's job performance and/or attendance.

DCSMEC and the Board agree that assistance will be provided to such employees through the establishment of an Employee Assistance Program. The Employee Assistance Program is intended to help employees and their families who are suffering from such persistent problems as may tend to jeopardize an employee's health and continued employment. The program goal is to help individuals who develop such problems by providing for consultation, treatment, and rehabilitation to prevent their condition from progressing to a degree which will prevent them from working effectively. Appropriate measures will be taken to insure the confidentiality of records for any person admitted to the program, according to established personnel guidelines and federal regulations.

The Guidelines for the Employee Assistance Program, by reference, are made a part of this Contract.

Employee Rights: Job security will not be jeopardized by referral to the Employee Assistance Program, whether the referral is considered a voluntary referral in which an employee elects to participate in the program, or a supervisory referral in which a supervisor uses adopted guidelines to refer an employee into the program.

An employee has the right to refuse referral into the program and may discontinue participation at any time. Failure by an employee to accept referral or continue with treatment will be considered in the same manner as any factor that continues to affect job performance adversely.

Section 16. Temporary Employment

To meet temporary peak workload needs, the Assistant Chief, Maintenance and Operations, may recommend the use of "temporary" positions. All such recommendations shall be submitted to the Union in writing (defining the scope of the project, the projected personnel requirements, and timeframe for completion) for its review and comment prior to implementation.

The trades persons employed under this provision will be designated as "Temporary Journeypersons (Mechanic II). The temporary employee will possess a valid Certificate of Competency as a Journeyperson in the specified trade, issued by Miami-Dade, Monroe, Broward, Palm Beach, or Collier County, if such certification is customarily available for that trade. Temporary employees assigned to the regular workforce must achieve a passing score on the MDCPS Skills Test for their respective trade.

The total number of temporary and leased employees shall not exceed 25 percent of the total number of Permanent Journeyperson positions, except where otherwise agreed to by representatives of the parties.

Wages for temporary employees will be as published in the Salary Schedule H1.

Temporary employees workweek may include any five consecutive days. The workweek may include Saturday as a regular workday.

Temporary employees that have not passed the MDCPS skills test will report directly to the assigned job site, and will be required to furnish and maintain a set of hand tools customary to the trade. Other tools, equipment, and supplies will be furnished by MDCPS.

Temporary employees will be hired for the duration of a project, and shall be subject to a four-month probationary provision and then be considered as full-time employees for the duration of their employment project. Temporary employees who satisfactorily complete the four-calendar month probationary period and are subsequently rehired within 30 calendar days of termination will not be required to complete an additional probationary period. These employees following the probationary period will be entitled to all rights and benefits provided for full-time permanent employees in this Agreement, except that termination of temporary employment shall not be subject to appeal. Personnel terminated will not retain any rights of rehiring.

The performance of each employee will be evaluated at the end of the employment period for the purpose of possible future employment.

Supervision will be provided by MDCPS. Interim Temporary or Permanent Foreperson will be selected, except under extenuating circumstances with notice provided to the Union, from permanent full-time journeymen to supervise temporary personnel and select and deliver necessary parts, materials, and non-personal tools to the job site.

The Board agrees that it will not utilize leased employees whenever a reduction-in-force is in effect. Leased employees will not replace or displace any permanent employees, and shall not be commingled with same.

Prior to the implementation of a decision to contract-out work ordinarily and customarily performed by Bargaining Unit members, MDCPS will provide the Union written notification of its intent to contract-out such work.

Section 17. Health Services/Physical and Psychological Examinations and Tests

A. The cost of all physical, psychological, or psychiatric tests or examinations taken by employees at the request or order of the Superintendent or his/her designee, except those examinations or tests which are prerequisite of initial employment, shall be borne by the Board.

B. At all times the choice from among state-licensed physicians, psychologists, or psychiatrists shall be made by the employee from a list provided by the employer. No employee shall be compelled to submit to any test or examination not required of all employees of that classification without reasonable cause for the need for such examination expressed in writing by the Superintendent or his/her designee.

C. An employee shall have the right to seek an additional opinion or judgment from among state-licensed physicians, psychologists, or psychiatrists of the employee's choosing. The cost shall be borne by the employee. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the employee.

D. Employees will be examined or tested on the Board's time when directed to do so at the Board's expense in combination with the employee's insurance, if applicable.

E. Drug-Free Work Place General Policy Statement -- Miami-Dade County Public Schools and DCSMEC recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. Miami-Dade County Public Schools and DCSMEC share a commitment to solve this problem and to create and maintain a drug-free work place.

Miami-Dade County Public Schools is responsible for the instruction and well-being of the students entrusted to its care. A consistent message needs to be communicated to

Miami-Dade County Public Schools students: the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs is unacceptable.

1. Policy Objectives

- a. To promote a healthy, safe working, and learning environment.
- b. To seek the rehabilitation of employees with a self-admitted or detected substance abuse problem.
- c. To eliminate substance abuse problems in the work place.
- d. To provide a consistent model of substance-free behavior for students.
- e. To provide a clear standard of conduct for Miami-Dade County Public Schools employees.
- f. To hire drug-free employees.

2. Policy Statement - Illegal Drugs

Drug abuse by employees interferes with the educational and work process, and compromises the safety and well-being of staff and students. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- a. Employees on duty or on School Board property will not manufacture, distribute, dispense, possess, or use illegal drugs, nor will they be under the influence of such drugs.
- b. Employees on or off duty will not influence students to use or abuse illegal drugs.
- c. An employee convicted of any criminal drug statute violation occurring in the work place shall notify Miami-Dade County Public Schools no later than five days after such a conviction.

3. Policy Statement - Alcohol and Prescription Drugs

Alcohol, prescription, and over-the-counter drugs are legal and readily available. Generally safe and acceptable, these drugs, when abused over time or used in combination with one another, can result in chemical dependency or poly-drug addiction. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- a. Employees on duty or on School Board property will be free of intoxication from alcohol. Further, employees will not manufacture or use alcoholic beverages while on School Board property or on duty.
- b. Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician, and will not use prescribed drugs for purposes other than what the prescribed drugs were intended. In addition, the employee will not distribute or dispense such drugs, except as provided in School Board Rule 6Gx13- 5D-1.021, School Health Services Program.

4. Policy Statement - Employee Physical Examinations/Screening/Health Services

In order to establish and support a clear standard of conduct for employees, Miami-Dade County Public Schools adheres to the following provisions:

a. Drug screening will be included in all physical examinations required under existing labor contracts, statutes, and Board Rules.

b. Circumstances under which testing may be considered include, but are not limited to, the following:

(1) Observed use of illegal drugs and/or abuse of alcohol during work hours;

(2) Apparent physical state of impairment of motor functions;

(3) Marked changes in personal behavior on the job not attributable to other factors; and,

(4) Employee involvement in serious or repetitive accidents on the job causing personal injury to self or others and/or significant property damage.

c. Drug and/or alcohol screening shall be conducted by Board-approved, independent, certified laboratories utilizing recognized techniques and procedures as described in the Miami-Dade County Public Schools Drug-Free Work Place Technical Guide, which is incorporated by reference into this Contract, and made a part thereof. The protocol for drug screening shall include a split sample and chemical immunoassay screening procedure. In the event initial test results are screened positive, such results will be confirmed and verified by the Gas Chromatography Mass Spectrometry (GC/MS) test.

d. Medical records, and information relating directly thereto, will be maintained in strict confidentiality. Any laboratory contract shall provide that the contractor's records are to be kept confidential under provisions of Florida laws. MDCPS shall establish a system of maintaining records to include both the district's and the contractor's record of applicant and employee urinalysis and blood alcohol results.

The contract and the record maintenance system must have specific provisions that require that employee records are maintained and used with the highest regard for employee privacy consistent with Florida's Public Records Act and the purpose of achieving and maintaining a drug-free work place.

e. Miami-Dade County Public Schools recognizes that chemical dependency is an illness that can be successfully treated. It is the policy of Miami-Dade County Public Schools, where possible, to seek rehabilitation of employees with a self-admitted or detected drug problem. Disciplinary action may be instituted against employees who the Board believes will not be assisted by rehabilitation or who have negatively impacted students and/or staff. Employees who have previously been referred for assistance or employees unwilling or unable to rehabilitate may be subject to appropriate action, pursuant to Board policy, applicable Florida Statutes, State Board of Education Rules, and applicable provisions of collective bargaining agreements.

5. Policy Statement - Pre-employment Drug Screening

a. Miami-Dade County Public Schools will require pre-employment drug screening of applicants in the manner set forth in the Drug-Free Work Place Technical Guide.

b. Applicants will be referred to Board-approved, independent, certified laboratories utilizing recognized techniques and procedures, as described in the Drug-Free Work Place Technical Guide.

- c. Specimens collected will not be used to conduct any other analysis or test unless otherwise authorized by law.
- d. Applicants will be informed in advance of the requirement of a negative drug screen as a condition of employment. Applicants testing positive will not be eligible for employment by Miami-Dade County Public Schools for one year from the date of the test. Applicants for designated positions will be informed of the requirement of screening as a part of all annual physical examinations required after employment, under existing labor contracts, statutes, and Board Rules, except as otherwise provided.

Section 18. Tobacco-Free Work Places

The parties seek to foster the health and safety of all Miami-Dade County Public Schools employees, students and visitors.

Smoking poses a significant risk to the health of the smoker. It can damage sensitive technical equipment and can be a safety hazard. In sufficient concentrations, side-stream smoke can be hazardous to non-smokers in the work environment. It may be harmful to individuals with heart and respiratory diseases or allergies related to tobacco smoke. Use of other tobacco products also poses a significant risk to the health of the user.

Smoking is a complex behavioral action which has some properties of both a psychological and physiological addiction. Many individuals need assistance to eliminate smoking from their lives.

Use of tobacco products is prohibited in areas where students are located or where there is sensitive or hazardous material.

Use of tobacco products will be prohibited on School Board-owned/leased properties and vehicles as of July 1, 1991.

All current and potential employees will be informed of the Miami-Dade County Public Schools tobacco-free work place policy, as described in the MDCPS Tobacco-Free Workplace Technical Guide, which is incorporated by reference into the contract and made a part thereof.

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ARTICLE X -- CLASSIFICATION PLAN AND POLICIES

Section 1. Hiring Rates

MINIMUM WAGE COMPLIANCE: The School Board will comply with prevailing federal minimum wage standards, in accordance with the requirements of the Fair Labor Standards Act and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.

NORMAL HIRING RATES: The first step for each job as specified in Appendix D shall be considered the normal hiring rate for each new and rehired permanent employee,

except those as approved by the Deputy Superintendent for Personnel Management and Services.

REHIRES: Rate determinations for a rehired employee.

A. A former employee rehired within two calendar years of the date of last termination will be hired as follows:

(1) An employee hired in the same job classification as that held at the time of termination will be placed at that step which is closest to their last received salary.

(2) An employee hired in a different job classification than that of the job held at the time of termination will be hired on the same basis as a new employee.

B. A former employee separated from the system for more than two calendar years will be hired on the same basis as a new employee.

TEMPORARY EMPLOYEES: Applicants hired for work on classified jobs shall be paid at the assigned salary for the temporary job they perform, provided they meet the eligibility requirements for the position.

Section 2. Promotions and Demotions

All promotions or demotions must be cleared and approved by the Executive Director of Non-Instructional Staffing.

Promotions: An employee promoted to an existing job with a higher pay range will be given an increase in pay corresponding to the first step of the new salary range which provides at least the equivalent of a 5 percent salary increase. In no case shall the salary exceed the maximum of the pay range.

The effective date of pay for promotion shall be the effective date, as stipulated in the Request for Personnel Action (RPA).

Demotions:

a. Unsatisfactory Performance

In the event an employee is demoted to a different position at a lower pay range as the result of inability to perform satisfactorily at the higher range, or is assigned to a different position at a lower pay range at his/her request, the employee shall be placed on the first step of the lower pay range which represents at least a 4.75 percent decrease in base salary.

b. Reclassification of Job to a Lower Pay Rate

In the event a position is reclassified to a lower pay range and the incumbent cannot be placed in a position of comparable pay range, the individual's rate of pay shall remain the same.

c. Transfer to a Lower Pay Rate In Lieu of Layoff

In the event an employee is transferred to a position at a lower pay range in lieu of layoff, the pay rate of the employee will be the salary rate of the step of the lower pay range closest to, but not to exceed, the current salary.

Under no circumstances may an employee receive an increase in pay as a result of a demotion, or may the employees base salary exceed the maximum rate of the lower pay range.

Section 3. Establishment of New Positions

All requests for the establishment of new positions will be first written up on a position questionnaire and submitted to Wage and Salary Administration for evaluation and recommendation for pay range and step assignment. A copy of the proposed job description shall be submitted to the bargaining unit for its review and comment. New positions, so established, will be audited after they have been functioning for a reasonable period of time, to ensure the correctness of the level of duties, responsibilities, and pay rate assignment.

Section 4. Reclassification of Positions

Requests for evaluation of position classification may originate from employees or supervisory personnel and should be directed to the Wage and Salary administrator in the Office of Personnel Management and Services. Reclassification requests will not be given consideration unless approval is obtained from both the immediate supervisor and the department head or administrator in charge. Employees are further reminded that requests for reclassification to higher level positions cannot be considered unless the employee meets the minimum qualifications, including minimum standard tests or licensing requirements.

Denied reclassification requests will not be reconsidered for a period of 12 months, except under extraordinary circumstances, such as complete department reorganizations.

An employee in an existing job which is re-evaluated to a higher pay range, with or without a change in job content, will be given an increase in pay to the corresponding step of the higher pay range, or maintain the present rate of pay, whichever is higher. An employee who is reclassified to a job in a higher pay range, shall be placed on the step of the new range which is closest to, but not less than, the incumbents present salary.

Section 5. Classification Appeal

Whenever an employee or DCSMEC has just cause to question a classification, the employee or DCSMEC may apply for a review of the classification in writing to the department head, using the proper form.

Such request, commented upon by the department head, shall be forwarded to the Office of Personnel Management and Services by the employee's department head, within 20 working days of receipt of request.

Within 20 working days of such receipt by the Office of Personnel Management and Services of request for reclassification, the Office of Personnel Management and Services shall render a decision.

If the employee or DCSMEC is not satisfied with the decision, the employee or DCSMEC may, within 10 working days, request a hearing by the Deputy Superintendent for Personnel Management and Services. At the hearing, the employee or DCSMEC may be accompanied by a representative of his/her choosing and may produce any documents and evidence to support the claim for reclassification. The Deputy Superintendent for Personnel Management and Services will explain the basis for the decision in the event the request is denied. The Deputy Superintendent for Personnel Management and Services shall hold such hearing within 30 days of the request.

The decision of the Deputy Superintendent for Personnel Management and Services shall be final, and shall not be subject to a grievable, litigable, or reviewable process.

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ARTICLE XI -- DISCIPLINARY ACTION

Section 1. Notification

A. Whenever an employee violates any rule, regulation, or policy, that employee shall be notified by his/her supervisor, as soon as possible, with the employee being informed of the rule, regulation, or policy violated. An informal discussion with the employee shall occur whenever the employee's conduct or the nature and severity of the alleged infraction/violation does not warrant formal disciplinary action.

B. Any employee summoned for a Conference-for-the-Record (CFR) shall be given no less than two working days' notice, except in cases deemed to be an emergency. The notification shall contain a statement of the reason(s) for the CFR.

An employee notified of a CFR which may lead to disciplinary action shall have the right to request Union representation and shall be so informed of this right. The Union shall have the right to refuse representation of non-dues-paying School Board employees.

A CFR which may lead to disciplinary action or reprimand not held in accordance with these conditions shall not be considered a part of the employee's personnel file or record. Neither the fact of the conference nor any statements made at the conference may be used in any subsequent proceedings or reprimand involving the employee.

C. There shall be no evaluation statement or reprimand placed in an employee's personnel folder unless the employee has first been given a copy.

D. The employee shall have the right to request Union representation in a disciplinary action and shall be informed of this right.

Section 2. Types of Separation

A. Dissolution of the employment relationship between a permanent unit member and the Board may occur by any of three distinct types of separation.

1. **Voluntary** -- The employee initiates the separation by resigning, retiring, abandoning the position, or other unilateral action by the employee.

2. **Excessive Absenteeism/Abandonment of Position** -- An unauthorized absence for three consecutive workdays, where such absence is not reported as prescribed by bureau/office procedures, shall be evidence of abandonment of position. Unauthorized absences totaling five or more workdays during the previous 12-month period shall be evidence of excessive absenteeism. Either of the foregoing shall constitute grounds for which the School Board may terminate employment. Absences due to emergencies, or circumstances beyond the employee's control, will be given full consideration.

An employee recommended for termination under this provision shall have the right to request of the Deputy Superintendent for Personnel Management and Services a review of the facts concerning the unauthorized leave. Such right shall exist for a period of 10 working days after first being notified by the Office of Professional Standards.

Section 3. Dismissals, Suspensions, Demotions

Employees dismissed, suspended, or demoted shall be entitled to appeal such action to an impartial Hearing Officer. The employee shall be notified of such action and of his/her right to appeal by certified mail. (The employee shall have 20 calendar days in which to notify the School Board Clerk, in writing, of the employee's intent to appeal such action.) Failure to request a hearing for appeal of disciplinary action in the manner prescribed herein shall be deemed a waiver of rights to any such hearing. The Board shall provide for an impartial Hearing Officer who shall set the date and place mutually agreeable to the employee and the Board for the hearing of the appeal. All such proceedings shall be conducted in accordance with School Board Rule 6Gx13- 8C-1.064. The findings of the Hearing Officer shall not be binding on the Board, and the Board shall retain final authority on all dismissals, suspensions, and demotions. If the employee is not employed or has had a reduction in salary during the time of appeal of such dismissal, suspension, or demotion, and if reinstated by Board action, the employee shall receive payment for the days not worked, or salary not received, and shall not lose any longevity or be charged with a break in service due to said dismissal, suspension, or demotion.

Section 4. Cause for Suspension

In those cases where any employee has not complied with Board policies and/or department regulations, but the infraction is not deemed serious enough to recommend dismissal, the department head may recommend suspension up to 30 calendar days without pay. All suspensions must be approved by the Superintendent.

Section 5. Personnel Files

A. Pursuant to Florida Statutes, Chapter 231.291, Personnel Files -- Public school system employee personnel files shall be maintained according to the following provisions:

1. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal, under laws of this state, no derogatory

materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.

2. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.

a. No such materials may be placed in a personnel file, unless they have been reduced to writing within 45 calendar days, exclusive of the summer vacation period, of the school system's administration becoming aware of the facts reflected in the materials.

b. The employee shall have the right to answer any material filed hereafter in his/her personnel file and the answer, if submitted, shall be attached to the file copy. No anonymous letter or material shall be placed in an employee's personnel file. The validity of items of a derogatory nature placed in an employee's personnel file shall be subject to the grievance procedure.

c. There shall be no statements placed in an employee's personnel file unless the employee has been given a copy.

3. Upon request, the employee, or any person designated in writing by the employee, shall be permitted to examine the personnel file. The employee shall be permitted, conveniently, to reproduce any materials in the file, at a cost no greater than five cents per page. Such request should be made to the custodian of a personnel file, who shall permit examination of the records at reasonable times, under reasonable conditions, and under supervision of the custodian of the record.

4. The custodian of the record shall maintain a record in the file of those persons reviewing the file each time it is reviewed.

Section 6. Personnel Investigations

A. The Board shall take steps to ascertain the identity of the complainant, prior to authorization of an investigation. No investigation of an allegation against an employee shall be made on the basis of an anonymous complaint.

B. In the event of allegations and/or complaints being made against any employee, an investigation which may result in information being placed in the employee's personnel file shall not be concluded by the Miami-Dade County Public Schools Police (MDCPSP) or any person prior to the time that the employee receives identification of the complainant and the nature of the complaint.

C. In all Board investigations which may lead to suspension or dismissal of an employee, only the Superintendent or his/her designee may authorize such an investigation. When a formal investigation has been authorized, all personnel involved will be advised by the MDCPSP investigator of their legal rights and the procedures available to them for representation. Information that is not substantiated will not be used for disciplinary action against the employee.

D. In all Board investigations resulting in discipline, the employee shall be provided with a copy of the report. With the permission of the employee, the Union shall also receive a

copy. When investigatory reports are to be provided, said reports shall be transmitted within a timeframe consistent and harmonious with basic due process.

E. In all cases in which the preliminary investigation is concluded, with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint and the complaint and all such materials shall be open, thereafter, to inspection. Where allegations have not been proven against an employee, no reprisal or punitive action shall be taken against an employee.

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ARTICLE XII -- LEAVES, VACATIONS, AND HOLIDAYS

Section 1. Voting Leave

The Board agrees to allow, whenever possible, an employee who is a registered voter a reasonable amount of time off (not to exceed one hour) with pay, to vote in each local and general election. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling such time off.

The employee may be required to show proof of registration prior to being granted voting leave.

Section 2. Military Leave

A. A full-time regular employee of The School Board of Miami-Dade County, Florida may be granted a military leave of absence provided that the employee is recalled to active service from a reserve status. The employee who is recalled for annual military responsibility will receive up to 17 calendar days with pay.

B. Employees in the DCSMEC bargaining unit who have been scheduled for U. S. military service-related health assessment, as a result of exposure to herbicides in the course of Vietnam service, shall be granted leave with pay for such assessment, not to exceed five workdays. Documentary evidence from an appropriate military/governmental entity must be submitted with the application for such leave to the supervising administrator and must be approved by the Leave Department.

Section 3. Parental Leave

A parental leave of absence without pay may be granted to an employee for the purpose of childbearing and/or child rearing as follows:

A. A regular full-time employee who is an expectant mother may be granted parental leave at the employee's request.

If this leave falls within the school year, an approximate time shall be given as to when the employee expects to return. The employee's physician (i.e., health care provider) must approve her return to duty, in writing.

B. An employee adopting an infant child (i.e., one year of age or less) shall be entitled to request leave to commence at any time during the first year after receiving such custody, if necessary, in order to fulfill the requirements for adoption.

C. A male employee shall notify his department head in writing of his desire to take parental leave to begin at any time between the birth of his child and one year thereafter. Except in cases of emergency, the employee shall give such notice at least 30 days prior to the day on which the leave is to begin.

D. The maximum period for which parental leave may be granted is one year (12 months). The employee may request an additional year of leave which will be personal leave. Therefore, the total time granted for the same child rearing, pregnancy, or adoption cannot exceed two years.

Section 4. Personal Leave With Pay

Full-time employees who are eligible to accrue sick leave may use up to a maximum of six days personal leave with pay per year, provided that such days shall be charged against the employee's currently accrued sick leave. This leave is non-cumulative.

Section 5. Personal Leave Without Pay

Leave of absence for personal reasons which has been requested, in writing, by the employee at least five days prior to the date of the requested leave, not to exceed 30 days, may be granted to full-time regular employees of the Miami-Dade County Public Schools, if approved by the Superintendent, subject to the following guidelines:

A. No wages or salaries shall be paid during such leave, except as provided in other sections of Board Rules.

B. All such leaves in excess of 30 consecutive workdays shall be approved by the Board, except for those granted in accordance with provisions of the Workers' Compensation Law.

C. Re-employment rights to a position of like status shall be protected.

D. Such leave shall not exceed one year in duration.

E. In case of emergency, approval shall not be arbitrarily withheld.

F. Such leave may be granted for one of the following reasons:

1. Serve in United States Government agency sponsored volunteer or service program.
2. Fill one full-time position on the unit organization's staff.
3. Continue no more than one parental leave.
4. Settle immediate family estate.
5. Severe family hardship.

6. Professional improvement (does not involve work for another employer).
 Personal leave for reasons other than those listed above may be approved by the Board upon recommendation of the Superintendent.

G. Full-time regular employees are not eligible to request personal leave without pay, pursuant to Section 5(B) above, until after completion of three years of acceptable job performance in the Miami-Dade County Public Schools. This provision shall not preclude eligibility for leave, pursuant to Article XII, Section 13.

Section 6. Personal Leave -- Other Provisions

Any employee on leave may make contributions to any compensation or employee benefit plan, where permitted, that was available to the employee before the leave.

Section 7. Sick Leave

A. Each full-time employee is entitled to accumulate one day of sick leave per month of employment. Such sick leave is to be accrued in the following manner:

Each unit member employed on a full-time basis shall be credited with four days of sick leave at the end of the first month of employment of each fiscal year and shall thereafter be credited for one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee.

However, each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his/her employment and has not accrued the four sick days available to him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned by the employee. Such sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue.

All unused accumulated sick leave days earned after July 1, 1954, will be restored to employees previously employed upon returning to employment in the school system, except for employees who have retired.

B. Sick leave shall be approved in the following two categories:

1. Illness of self or illness and/or death of:

Mother	Husband	Foster Children
Father	Wife	Step Parents
Sister	Child	Step Children
Brother	Foster Parents	Grandchild
Mother-in-law	Son-in-law	Uncle

Father-in-law	Daughter-in-law	Aunt
Brother-in-law	Grandmother	Niece
Sister-in-law	Grandfather	Nephew

2. Illness and/or death of:

Persons who reside in the same residence as the person who is requesting sick leave.

C. A full-time permanent employee may authorize the donation of up to five sick leave days per year to another permanent DCSMEC bargaining unit member who:

1. has exhausted all personal sick leave days;
2. has been confined for 10 working days or more without sick leave; and
3. has exhausted, or is ineligible for extra sick leave for hardship.

An employee who donates personal sick leave days to another employee must maintain a sick leave balance of 12 days. Any sick leave days donated shall not be deemed absences for purposes of determining eligibility for the Good or Perfect Attendance Incentives.

D. The supervising administrator may release an employee for up to two hours for the purpose of medical and/or dental appointments. The employee may be required by the supervising administrator to provide verification of such appointments. The release must be requested of the supervising administrator at least 24 hours prior to the scheduled appointment.

Section 8. Jury Duty Leave

In case of jury summons, the employee must report to the court on the appointed day, as there is no statutory exemption from jury service.

Any full-time employee who is summoned as a member of a jury panel shall be granted temporary duty with pay, and any jury fees shall be retained by the employee.

An employee subpoenaed in line of duty to represent the Board as a witness or defendant shall be given temporary duty and any witness fees shall be retained by the employee. In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in his/her personal litigation; however, employees who have accrued vacation may be granted vacation leave in such cases with approval of the responsible supervisor.

Any employee of the school system may be placed on temporary duty without loss of pay when he/she has been subpoenaed by a court as a result of incidents occurring which are related to his/her employment with The School Board of Miami-Dade County, Florida.

Any employee who has in his/her custody official records of the school system and is subpoenaed by a court to produce such records may also be granted temporary duty without loss of pay.

Section 9. Leave for Illness or Injury-In-Line-of-Duty

A. An employee shall be eligible for leave for illness or injury-in-line-of-duty when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work.

B. The following requirements shall apply for this type of leave as defined above:

1. Duration of Leave

a. Leave may be authorized for a total of not more than 10 school days during any school year for illness contracted or injury incurred in-line-of-duty.

b. Additional leave not to exceed 30 days may be granted automatically upon receipt of verification by a physician approved by the Deputy Superintendent for Personnel Management and Services or designated representative stating that the employee is unable to return to duty. The term of additional leave granted under this Section shall not extend beyond the date the physician states that the employee may return to duty.

c. A medical evaluation conducted by a physician approved by the Deputy Superintendent for Personnel Management and Services or designated representative will be the determining factor when the employee is able to return to duty. If the employee is not able to assume his/her regular duties, but is able to return to a less strenuous assignment, when such assignment is available, the employee must accept the lesser assignment at this regular salary, not to exceed one year from the date of the injury or illness.

d. Emergency sick leave may be granted in addition to leave listed in a. and b. above for illness or injury occurring under circumstances which, in the opinion of the Board, warrants granting of such leave. Such additional emergency sick leave, if granted by the Board, shall be for such term and under such conditions as the Board deems proper. The term for such leave shall not exceed one calendar year from the date of the injury or illness.

e. The Superintendent or his/her designee may, when deemed in the best interest of the school system, involuntarily transfer unit members with contagious or infectious diseases (as agreed to by the parties). Before said employee is involuntarily transferred, a conference shall be held with the Assistant Superintendent for Office of Facilities Operations, or his/her designee, except where such transfers are a result of a legal order. Employees who are involuntarily transferred, pursuant to this Section, will have the right to be accompanied to the conference by a representative of the Union and shall be informed of this right.

2. Compensation for leave time granted for injury-in-line-of-duty will be calculated, as defined below:

a. Whenever a full-time employee is absent from his/her duties as a result of an approved workers' compensation injury, the employee will be paid full salary for a period of 13 weeks (91 days) from the date of the accident. After this time period, and continuing up to a period of six months from the date of the accident, sick leave time may be used to keep the employee in full salary, such sick leave being computed at the daily sick leave rate less the daily workers' compensation rate, for each sick leave day granted. This sick leave may be restored to the employee upon request. If the employee elects to use sick

leave to keep himself/herself in full salary beyond six months from the date of the accident, these days will not be restored (Board Rule 6Gx13- 4E-1.13).

Part-time employees (those not eligible for accrued sick leave) will be eligible for a maximum of 10 days paid injury leave and workers' compensation benefits, as defined by Florida Statutes, Chapter 440.

All fringe benefits will continue to accrue during authorized absences for injury, or until the employee has returned to work or has otherwise concluded his/her compensation matter.

If requested, and in accordance with Florida Statutes, Chapter 440, Miami-Dade County Public Schools will provide the employee and/or the employee's immediate family with information and assistance throughout the entire workers' compensation process.

b. To comply with Florida Statutes, Chapter 440, the Board's Workers' Education and Rehabilitation Compensation (WERC) Program will be utilized to support the placement of those eligible alternative duty employees into retraining classes or reassignment to other duties commensurate with the restrictions/limitations provided by the authorized compensation physician.

Section 10. Vacation Accrual -- Annual Leave

A. Accrual -- Twelve-month Employees

1. First three years of employment -- one and one-fourth days per month (15 days maximum per fiscal year).
2. Fourth year of employment and thereafter -- one and two-thirds days per month (20 days maximum per fiscal year).

B. Accrual Provisions

1. A month, for annual leave accrual purposes, is defined as each two consecutive pay periods, commencing with the first pay period of each fiscal year, which includes the first workday in July of each fiscal year.
2. To receive credit for an accrual month, the employee must be eligible for pay for 11 days or more during any month (as defined above).
3. A year of employment is defined as a year of service with the Miami-Dade County Public Schools, which is more than one-half the fiscal year.
4. The effective date of accrual rate changes to be determined as of July 1 following the fiscal year during which the employee completes creditable service, as applicable.
5. Responsible supervisors should make every effort to insure that earned annual leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation.

If the employee has not used annual leave on a current basis, the employee may accrue a maximum of 62.5 days of annual leave (50 days of annual leave for employees assigned to a four-day work week). Any employee who accrues the maximum of 62.5 days of annual leave shall discontinue to accrue additional annual leave credits as of the end of the month during which the maximum is reached. All accrued vacation shall be paid to

the employee for early or normal retirement, or resignation, or to his/her beneficiaries, if services are terminated by death.

Section 11. Annual Leave Scheduling

Annual leave should be used to provide periodic vacation and employees should be permitted the opportunity of taking a minimum of 10 consecutive days vacation during a fiscal year provided that number of annual leave credits has been accrued. Annual leave credits may be used for purposes other than vacation when authorized by the department head.

Upon reasonable notice, a department head may require an employee to use any part of his/her accrued annual leave for vacation purposes at any time that it is deemed advisable.

Annual leave for an employee shall be so scheduled that there will be minimum disruption of the operation of the school system.

In setting annual leave schedules, preference as to annual leave dates will be given to those employees with the greatest amount of service in the same classification.

Employees may request annual leave at any time. The scheduling of such leave is with the approval and at the discretion of the supervising administrator. Such approval shall not be arbitrarily withheld.

Section 12. Holidays

A. Effective each year of this Contract, a total of 12 holidays will be granted to each unit member, pursuant to the Board calendar adopted annually.

The following are approved holidays and shall be granted to all full-time permanent employees of this unit.

Independence Day	New Year's Day
Labor Day	Martin Luther King's Birthday
Veterans' Day	All Presidents' Day
Thanksgiving (two days)	Memorial Day
Christmas (three days)	

B. If a holiday falls during an employee's regular work week and the employee is required to work on that day, the employee will receive the regular daily rate of pay plus one and one-half times the employee's hourly rate for hours worked on that holiday.

C. When, for those employees on a four-day work week, a holiday falls on a day which is not part of the employee's regular four-day work week, the holiday shall be observed on the preceding workday, except for holidays falling on Sunday (which will be observed on the first workday following the holiday).

D. In the case of layoff, an employee will be considered eligible for holiday pay provided he/she worked within 21 days before the holiday, if work was scheduled.

E. Regular work assignments will not be scheduled during Labor Day. Work may be scheduled during Labor Day only in emergency situations.

Section 13. Hardship or Dire Emergency Sick Leave

A. Hardship Leave

An employee eligible for sick leave may receive extra hardship leave time for his/her own illness up to a maximum of 30 additional workdays for the same illness per fiscal year, provided that (30 workdays is the maximum allowed any fiscal year):

1. Documentary evidence is presented by a Board-approved physician to the Board proving that this particular illness necessitated confinement, either to home or hospital, which prevented the employee from reporting to work. The employee must be continuously confined for 10 working days or more, without available sick days, in order to receive this benefit.

2. The time granted for extra hardship leave will be on the basis of one day for each two days of confinement (30 workdays is the maximum allowed any fiscal year for any and all extra hardship leave).

B. Dire Emergency Leave

Dire emergency leave may be granted an employee following a hardship leave, if the illness is the same one for which he/she was granted a hardship leave of absence. Documentary evidence from a Board-approved physician must be submitted with the application for dire emergency leave. This evidence must confirm that confinement, either to home or hospital, further prevented the employee from reporting to work. The employee must be continuously confined for 10 working days or more, without available sick days, in order to receive this benefit. Dire emergency leave will be computed on the basis of one day for each two days of confinement. This leave cannot exceed 30 workdays.

C. No confinement period occurring more than one year prior to the date the application is received will be considered when determining eligibility for either hardship or dire emergency leave.

Section 14. General Provisions

A. Notwithstanding the limitations on the maximum length for each type of extended leave of absence without pay (i.e., extended leave for illness/personal, or parental), the following overall limitations shall apply to any combination of leaves, regardless of category:

1. The number of calendar years granted for any single period of continuous leave of absence without pay, with the exception of extended military leave, shall not exceed the number of entire fiscal/school years worked with MDCPS immediately preceding the leave request, up to a maximum of four.

2. Exceptions to such provision will be made only for extenuating circumstances, as determined by the Deputy Superintendent for Personnel Management and Services.

B. Employment rights to the same position shall be protected for one year. Employees returning from leaves in excess of one year shall be assigned to an equivalent position.

C. Employment while on leave is not permitted, unless specifically requested and approved at the time the leave is granted. If approved, such employment shall be limited to a maximum of 25 hours per week.

D. The Board complies with all the requirements of the Family and Medical Leave Act (FMLA) of 1993.

Section 15. Extended Sick Leave Without Pay

Extended leave without pay for illness of the employee constitutes a protection to one's employment rights. Such leave shall be granted only for health of self or family member, provided the following requirements are met:

A. Employees seeking such leave must make application on the form provided by the Office of Personnel Management and Services.

B. Such application must be supported and accompanied by the following:

1. Identity of person in ill health;

2. Statement from physician explaining why such leave is necessary; and

3. Effective dates of requested leave (beginning and ending).

C. Such leave shall not exceed one year in duration.

D. Employees on such leave may, upon expiration of leave, apply for an extension. The employer may grant such extension as warranted; however, the maximum time an employee may be absent on leave for illness of self, illness of relative, or any combination thereof shall be three years.

E. While an employee is on extended sick leave without pay, the employer agrees to continue to pay its regular contribution to the employee's insurance benefits.

Section 16. Attendance Incentives

A. Good Attendance Incentive

To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board provides a good attendance incentive. All employees in the bargaining unit who accrue sick leave may cash in sick leave days accrued each year provided the following criteria are met:

1. The employee must use no more than a total of three sick/personal/leave without pay days during the course of the fiscal year (July 1 - June 30).
2. The employee must have a minimum of 21 accrued sick leave days after cash-in of sick leave days accrued on an annual basis. Compensation for annual accrued sick leave cashed in, pursuant to the above provisions, shall be as follows:

The employee's daily rate of pay during the fiscal year in which the days were accrued times 80 percent.

Payment for this benefit will be made on or before August 1 of the following fiscal year, or at a later mutually acceptable date. Days for which such payment is received shall be deducted from the employee's accumulated leave balance.

B. Perfect Attendance Incentives

1. An employee in the DCSMEC unit, who maintains a record of perfect attendance at work for an entire fiscal year, shall be paid at three times the normal rate of pay for the last workday of the fiscal year, not to exceed an additional amount 16 times the employee's regular hourly rate.
 2. An employee in the DCSMEC unit who uses only one sick/personal leave day in an entire fiscal year shall be paid at two times the normal rate of pay for the last workday of the fiscal year, not to exceed an additional amount eight times the employee's regular hourly rate.
3. Payment for this benefit will be made on or before August 1 of the following fiscal year.

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ARTICLE XIII -- SALARY

- A. All positions authorized for inclusion in the DCSMEC bargaining unit are compensated at pay rates specified on Salary Schedules HO or H1 (refer to Appendix D).
- B. Effective the beginning of the first pay period of October, 1999 (October 1, 1999):
 1. Increase the value of Steps 1-6 of the 7-step schedule and Steps 1-3 of the 4-step Salary Schedule by 2 percent.
 2. Add top step to the 7-step HO Salary Schedule and top step to the 4-step HO Salary Schedule. The new top step shall exceed the prior top step by 4 percent.
 3. Advance eligible permanent employees one step. Eligible employees are those in full-time permanent DCSMEC positions on or before June 30, 1999.
 4. Eliminate Step 1 of both the 7-step schedule and the 4-step schedule. Steps 2-8 of the 7-step schedule shall be renumbered Steps 1-7. Steps 2-5 of the 4-Step schedule shall be renumbered Steps 1-4.
 5. Increase the base salary of the H1 Salary Schedule by 4 percent. Employees compensated on the H1 Salary Schedule shall be granted a 4 percent increase to their individual salary.

6. Trainees will be compensated pursuant to the HO Trainee Schedule. However, Trainees will be granted a 4 percent increase to their individual salary. Step advancement for trainees will be pursuant to the provision of Article IX, Section 12(D) of the 1996-1999 DCSMEC Labor Contract.

C. Effective the beginning of the first pay period of October, 2000 (October 13, 2000):

1. Increase the value of Steps 1-5 of the 7-step schedule and Steps 1-2 of the 4-step salary schedule by 3 percent.

2. Add top step to the 7-step HO Salary Schedule and top step to the 4-step HO Salary Schedule. The new top step shall exceed the previous top step by 5 percent.

3. Advance eligible permanent employees one step. Eligible employees are those in a full-time permanent DCSMEC position on or before June 30, 2000.

4. Eliminate Step 1 of both the 7-step schedule and the 4-step schedule. Steps 2-8 of the 7-step schedule shall be renumbered Steps 1-7. Steps 2-5 of the 4-step schedule shall be renumbered Steps 1-4.

5. Increase the base salary of the H1 Salary Schedule by 5 percent. Employees compensated on the H1 Salary Schedule shall be granted a 5 percent increase to their individual salary.

6. Trainees will be compensated pursuant to the HO Trainee Schedule. However, Trainees will be granted a 5 percent increase to their individual salary. Step advancement for trainees will be pursuant to the provision of Article IX, Section 12(D) of the 1996-1999 DCSMEC Labor Contract.

D. Effective the beginning of the first pay period of October 2001, all bargaining unit employees shall be granted a unit average salary increase of 4 percent, pursuant to the provisions of Article XVIII (E) and (F). Eligible employees are those employed in DCSMEC positions on or before June 30, 2001.

E. Zone Mechanics Salary

1. Current MDCPS employees who become Zone Mechanics shall be employed as Zone Mechanics (6444) and will receive the salary specified in Appendix D, Salary Schedule HO for Zone Mechanics (6444) or their current salary, whichever is greater.

2. Non-MDCPS applicants hired as Zone Mechanics will receive the salary specified in Appendix D, Salary Schedule HO for Zone Mechanic (6444).

3. Zone Mechanics (6444) shall apply and take the Zone Mechanic Certification Examination upon completion of the four-calendar month probationary period. The Zone Mechanic Certification Examination shall be administered quarterly, or as soon thereafter as is practical, but not less than twice annually. An employee who fails to achieve a passing score on any component (Refrigeration Certification, Building Maintenance Certification, Plumbing Certification, Electrical Certification) of the Zone Mechanic Certification Examination shall be required to complete that component(s) of the training program before reapplying for the Certification Examination.

4. A Zone Mechanic who fails to pass one or more component(s) of the Certification Examination for a second time may be afforded the opportunity to again take the appropriate component(s) training program(s) and then take the next scheduled component test(s). Zone Mechanics who fail to successfully pass all component tests after three attempts, may apply to retake the entire battery of tests after 12 months from date of the third attempt.

5. Zone Mechanics who successfully complete the Zone Mechanic Certification Examination shall be reclassified to the Zone Mechanic - Certified (6445) position, effective the first pay period following successful completion of the Zone Mechanic Certification Examination.

F. A MDCPS employee selected as a trades helper will be placed at the Step 1 salary of Trades Helper. If his/her current salary is greater than Step 1, he/she shall be compensated at the step that is closest to, but not less than, the current salary.

G. Hazardous Duty Pay

Hazardous duty pay shall be paid to employees, who after receiving prior permission from the Assistant Chief for Maintenance and Operations, perform specifically assigned tasks that involve:

- Working on a hanging or swing stage or fixed scaffolding where a free fall of over 40 feet is possible;
- Working on roofs with a pitch of 7:12 or greater;
- Installing, removing probe testing or trouble shooting equipment that is electrically connected to energized conductors with a nominal voltage of 480 volts or greater
- Handling and removal of unencapsulated, unpackaged, friable asbestos material
- Work requiring the wearing of Asbestos Protective Equipment
- Performing spray painting duties; and
- Handling or spraying of chemicals used in air conditioning coil cleaning.

Effective the beginning of the first pay period of October, 1999 \$1.00 per hour

H. Those DCSMEC bargaining unit members who were awarded license incentive pay supplements (i.e., \$250/\$500 for journey person, foreperson, or general foreperson who attained an official Miami-Dade County Personal Certificate of Competency/Miami-Dade County or State of Florida Masters License in their respective trades), pursuant to the 1982 MDCPS/DCSMEC Labor Agreement, shall retain the license incentive pay upon promotion within the DCSMEC bargaining unit.

I. Temporary employees placed in a full-time permanent DCSMEC position shall be granted steps of salary experience credit. Each 12 months of employment as a temporary DCSMEC employee shall constitute one step of salary credit experience.

ARTICLE XIV -- RETIREMENT AND TERMINAL PAY

A. Retirement system membership and benefits are governed by Florida Statutes.

B. At Normal Retirement, Resignation, or Death

To encourage and reward employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to employees at normal retirement, resignation, or to their beneficiaries, if services are terminated by death. Any employee not in service at the time of retirement shall not receive these benefits. Terminal pay shall not exceed an amount determined by the daily rate of the employee at retirement, resignation, or death, as follows:

1. During the first three years of service the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave;
2. During the next three years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave;
3. During the next three years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave;
4. During and after the 10th year of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave; and,
5. During and after the 13th year of service and until when first eligible for normal retirement, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave. Thereafter, the daily rate will remain frozen at the rate when first eligible for normal retirement. In no case, however, shall an employee whose daily rate has been frozen, pursuant to this provision, receive less than the amount determined as in #4 above.

Provisions for terminal pay at resignation apply only to those sick leave days accrued after July 1, 1982.

Payment for the resignation and retirement benefit will be made on or before September 1 of the fiscal year subsequent to the one in which the employee resigns or retires or on a later mutually agreeable date.

Resignation or retirement, as referred to herein, shall mean termination of employment by action of the employee; such termination excludes resignation or retirement after a recommendation for dismissal or resignation or retirement after participation in a work stoppage, job action, or strike, in the absence of specific approval by the Board. The daily rate shall be computed by dividing the number of "working days" that year into the annual salary. "Normal retirement," as referred to herein, shall mean retirement under any retirement system established by the Legislature with either full or reduced benefits as provided by law. "Normal retirement" shall not be interpreted to include disability retirement. "Years of service" shall mean creditable years of service under any retirement system of the State of Florida.

Pursuant to Florida Statutes, employees initially hired, or rehired after a break in service, on or after July 1, 1995, shall be compensated upon termination, death, or retirement for a maximum of 60 days of accumulated sick leave.

C. The parties agree that the Board has reserved to itself the right to terminate its contributions to the Supplemental Early Retirement Plan. Therefore, the Parties agrees that the Plan will terminate with an effective date of July 1, 1998. Based upon the provisions of the Plan, the Plan shall remain in existence and its provisions shall remain in full force for participants described in priority Classes I and II of the Plan and the Plan shall terminate with regard to all other participants.

Based upon the Plan document, it is the intent of the parties that all persons who have a right to retire pursuant to the terms of the Plan will have that right cease as of July 1, 2001. After all funds of the trust have been disbursed, the Plan and the trust shall terminate pursuant to the provisions of Article VIII of the Plan.

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ARTICLE XV -- INSURANCE AND OTHER BENEFITS

A. Health Insurance and Flexible Benefits Coverage

1. Benefits will be provided to all eligible full-time employees, consisting of health coverage and a variety of selections from the flexible benefits offerings. The School Board will negotiate annually a plan design and a maximum sum that it will pay toward the combined offerings.
2. Coverage for health benefits for full-time employees begins the first day of employment. Coverage for flexible benefits begins the first of the month following the date of hire. Coverage for dependents is effective the first of the month following the first payroll deduction. Coverage for all such employees and covered dependents will expire on the last day of the last month of employment. Ten month employees who terminate or retire on the last day of school in June (and their covered dependents) will be carried forward until August 31 of the same year. Coverage for dependents must be continued until the end of the calendar year, unless a family status change occurs, pursuant to Internal Revenue Service rules.
3. Eligible retirees may select any health plan offered to active full-time employees at rates no greater than those charged to active employees. Premiums for retirees and their dependents are paid by the retiree. Claims experience for retirees will be commingled with active employee and dependent claims for purposes of rate-setting.

B. Life Insurance

1. Eligible full-time employees will receive term life insurance equal to one time the employee's annual base salary effective January 1 each year, for the term of this Contract. Such coverage is paid by the School Board.
2. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five times annual base salary. Proof of insurability to the satisfaction of the insurance company may be required for the optional coverage,

3. Dependent term life coverage is also made available through payroll deduction, pursuant to terms agreed to by the School Board and the contracted company.

C. Tax Sheltered Investment Program

The School Board has a tax sheltered investment program in which all employees are eligible to participate. A tax sheltered investment program offers the tax advantage of deferring federal income taxes until the benefits are received. The employee who elects to enroll in this program pays for the entire cost by payroll deduction, based upon an amendment to his/her basic contract. The School Board has no liability or responsibility in connection with the tax sheltered investment program, except to show that the payments have been remitted for the purpose for which deducted.

There are generally two types of plans available -- annuities and qualified mutual funds available through insurance companies and broker/dealer companies respectively. A list of these companies is published bi-monthly. The Office of Risk and Benefits Management will also provide a list of these authorized companies, as well as a brochure describing this program in greater detail, upon request.

An employee may participate through one and/or two different companies. An employee may elect to make a change only one time within a calendar year. A change is defined as a start, re-start, increase, decrease, or the addition of a second company. The investment contract may be canceled via written request for cancellation at any time with at least 30 days' advance notice.

D. U.S. Savings Bonds

Permanent employees may purchase, by payroll deduction, up to three bonds simultaneously in the amounts of \$100, \$200, or \$500 denominations. Bonds are purchased from the Federal Reserve Bank of Richmond and are forwarded to the employee from the Federal Reserve Bank of Richmond. Bonds will be purchased automatically until the employee requests cancellation by submitting a bond cancellation form to the Deduction Control Office. Bonds are purchased solely by the employee.

E. Florida Prepaid College Program

1. The School Board of Miami-Dade County, Florida shall provide payroll deduction services to full-time employees for the purpose of purchasing prepaid contracts to guarantee tuition at Florida state universities and community colleges, and dormitory housing at the state universities, pursuant to the Florida Prepaid College Program.
2. The School Board of Miami-Dade County, Florida shall collect and transmit such monies as are sufficient to provide for the full payment, pursuant to the terms and conditions contained in the authorization contract signed by employees who authorize such check-off from their salaries.
3. Detailed and specific procedures for implementation of such payroll deduction are hereby incorporated and made part of this Agreement.

F. Legal Services

When any parent or other person not subject to the discipline of the School Board or its administrative or instructional staff assaults any employee of the school system on school property or elsewhere, and, in the opinion of the Superintendent the assault is work-connected, said employee may request of the Superintendent the right of consultation with the Board Attorney. Upon recommendation of the Superintendent or his/her designee, said employee may consult with the Board Attorney for the purpose of determining his/her rights and to receive assistance in the prosecution of the violation of the law perpetrated upon him/her.

G. Personal Property Loss Fund

The Board agrees to allocate to a Personal Property Loss Fund the amount of \$6,000 per fiscal year. Guidelines for utilization of the fund shall be in compliance with Board Rules governing such expenditure of funds. Loss or damage to personal property (exclusive of personal vehicle, cash, and tools) during the regular working day is to be covered. The parties further agree to establish, jointly, guidelines for the administration of the Personal Property Loss Fund.

Reimbursement for stolen or damaged personal property shall be in the amount of documented actual replacement cost provided, however, that such reimbursement shall not exceed the amount of \$300.00 per claim.

H. Education Assistance Fund

The Board agrees to provide tuition reimbursement to employees for courses completed at local accredited institutions of higher learning or post-secondary/vocational/technical centers under the following conditions:

1. The total reimbursement program shall not exceed \$15,000 per fiscal year and will be awarded to employees on a first-come, first-serve basis.
2. To be eligible for tuition reimbursement, courses must be a part of a formal program leading to a diploma, certificate, an Associate or Bachelors degree and must strengthen job skills and improve effectiveness in performance of the employees duties.
3. Prior approval by the responsible Bureau head or designee.
4. Employees seeking an Associates or Bachelors degree shall be eligible for up to nine credits per fiscal year. Reimbursement shall not exceed \$70 per semester hour or the equivalent.
5. To obtain tuition reimbursement, the employee shall submit to the Executive Officer, Division of Wage and Salary, or designee:
 - (a) the official transcript (with raised seal) indicating successful completion of the course(s) with a grade of B or better and the credits earned; and,
 - (b) verification from the college or university of the tuition paid.
6. Request for tuition reimbursement must be submitted no later than three months after the term/semester during which the course was completed.

I. Other Benefits

1. Each employee working on a regular basis with subterranean termite extermination or chemical water treatment of air conditioning systems will be provided an annual physical, paid by Miami-Dade County Public Schools, using a physician approved by the Deputy Superintendent for Personnel Management and Services.

2. All employees who are involved in close supervision of or in the actual handling and removal of unencapsulated, unpackaged, friable, asbestos material shall be given a physical examination. Such physical examination shall be administered prior to involvement in asbestos work and, annually, thereafter, and shall be paid for by Miami-Dade County Public Schools, using a physician approved by the Assistant Superintendent for Risk and Benefits Management. Employees shall be limited to one such physical examination per fiscal year. In addition, an examination will be provided upon the employee's termination/retirement, if the employee has not been examined within six months prior to termination/retirement.

3. Each employee with 20 or more years of experience in the construction/maintenance trades (as determined by MDCPS) shall, at his/her request, receive an annual Board-paid chest X-ray by a certified Class B radiologist to screen for asbestos-related diseases.

Persons applying the first time for MDCPS employment may be required to pass a chest X-ray screening for asbestos-related diseases by a Class B radiologist, as a condition of employment.

4. The Board agrees to provide one payroll deduction field for a group benefit to be offered to DCSMEC unit members approved by DCSMEC. If used, the benefit or insurance program will be paid for by the employees.

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ARTICLE XVI -- DUES CHECK-OFF AND PAYROLL DEDUCTION PROCEDURES

A. The Board shall provide, at no cost to the Dade County School Maintenance Employee Committee (DCSMEC), services of payroll deduction of dues, uniform assessments and service fees (hereinafter called "dues check-off"). The Board shall collect and transmit such monies as are sufficient to provide for the full payment of dues check-off, pursuant to the terms and conditions contained in the authorization contract signed by employees who authorize such check-off from their salaries.

B. Administrative procedures for dues check-off shall be extended in accordance with the following provisions:

1. The total amount of dues check-off, the amount to be taken from each paycheck, and the schedule for deductions for all employees within this bargaining unit shall be determined by the Union. This schedule for deductions must be within the framework of the existing mechanized payroll schedule.

2. Dues check-off authorization cards submitted after the date necessary for the full amount of dues to be deducted are to be processed for whatever amount that can be deducted over the remaining period of time.

3. Upon receipt of the dues check-off authorization card by the Board's Deduction Control Office, each card is to be totally processed within five working days, unless otherwise prohibited by unforeseen emergency conditions.
4. DCSMEC is to be supplied a biweekly listing of every employee for whom dues will/will not be deducted.
5. Dues check-off authorization cards for employees who are terminated shall remain on file and in the computer bank on an active status for a period not less than the time remaining between the date the action was taken and the close of the subsequent school year.
6. All problems arising in connection with dues check-off will be resolved directly between the MDCPS Deduction Control Office and the Union. The Union shall have access to necessary employee data, files in the Deduction Control Office, and the data retrieval system at mutually agreed upon times.
7. DCSMEC will be supplied with a deduction register bi-weekly, listing employee names, employee numbers, employee work locations, and amounts deducted for that pay date.
8. All starts and/or cancellations of payroll deduction for employees within the certified exclusive bargaining unit shall be processed by DCSMEC in accordance with the terms and provisions indicated on the payroll deduction card and in accordance with Florida Statutes, Chapter 447.303.

C. Deductions for Economic Services

Detailed and explicit procedures for implementation of payroll deduction for services and benefits sponsored and endorsed by the Union shall be jointly developed and agreed to by the Union and the Board and shall conform to all existing Florida Statutes, and specifically, Florida Statutes, Chapter 447. Changes may be made, as deemed necessary, by mutual agreement.

D. The Board shall be held harmless from any and all liability resulting from the collection of these funds.

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ARTICLE XVII -- FINAL UNDERSTANDING

This Contract represents a complete and final understanding on all bargainable issues between the Board and DCSMEC. There will be no practice or procedure sanctioned by use, prior to the effective date of this Contract.

The parties further agree, for the life of this Contract, to voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered in this Contract.

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ARTICLE XVIII -- RATIFICATION AND FINAL DISPOSITION

A. This Contract shall not be binding upon the parties until:

1. Such contract has been submitted to the employees of the bargaining unit and has been approved by a majority of those employees voting; and,
2. Such contract has been submitted to and ratified by the employer at a regularly-scheduled public meeting.

B. In the event that the Florida Public Employees Relations Commission withdraws, suspends or revokes, or otherwise terminates certification of the DCSMEC as the bargaining agent for the employees within the defined unit, this Contract shall be null and void.

C. In the event any administrative directive and the terms of the agreement are in conflict, the terms of this Agreement shall prevail.

D. The terms of this Contract, which are for three years, provide:

- The wage agreement, effective beginning the first pay period of October 1999 shall continue until midnight, September 30, 2002.
- The terms and conditions of employment, effective October 1, 1999, shall continue until midnight, September 30, 2002.
- Either party may, by serving written notice to the other, reopen negotiations by giving such notice prior to March 1, 2002, with negotiations to begin on or before May 1, 2002 for the 2002-2005 school years.

E. In the event that the percentage increase/decrease of funding per unweighted FTE student provided by the Florida Legislature within the Florida Education Finance Program (FEFP) or the equivalent in discretionary funds or spending flexibility plus discretionary local operating millage and discretionary lottery funds in its Appropriations Act for 2001-2002 is inadequate to fund the salary provisions of this Agreement for 2001-2002, the parties agree to waive the provisions of Florida Statutes, Section 447.4095 and agree to reduce the salary provisions of this Agreement to the percentage increase/decrease provided.

F. If the Florida Legislature fails to allocate adequate funds to implement the 2001-2002 salary provisions in this Contract, the Board may reopen negotiations on such issues. The percentage available for salary increases during the 2001-2002 school year shall be the percentage increase in the 2001 State General Appropriations Act per unweighted FTE in discretionary funds provided that the percentage increase shall not exceed a four percent unit average.

During negotiations, unit employees will continue to be governed by the previous fiscal year's salary agreement. The previous fiscal year's provisions will govern until negotiations for the revised salary package have been concluded and agreement is reached. These provisions are not subject to the grievance/arbitration procedure or to

litigation in any court or tribunal. The Board also agrees that this provision will be implemented in a fair and equitable manner among all of its employees.

This Contract shall continue in full force and effect until midnight, September 30, 2002.

DATED at Miami, Florida, September 13, 2000.

DADE COUNTY SCHOOL
MAINTENANCE EMPLOYEE
COMMITTEE

THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA

By _____
Doug Durham
President

By _____
Perla Tabares Hantman
Chair

By _____
Don Padrick
Vice President

By _____
Michael M. Krop
Vice Chair

By _____
Louis Feldkamp
Business Representative

By _____
Roger C. Cuevas
Superintendent of Schools

APPROVED AS TO FORM

School Board Attorney

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APPENDIX A

**DADE COUNTY SCHOOL MAINTENANCE EMPLOYEE
COMMITTEE BARGAINING UNIT**

Job Code	Job Title
6003	Sound and Communication I*
6005	Sound and Communication Technician (Journeyperson)*
6006	Foreperson - Sound and Communication Technicians
6016	Trades Helper
6018	Locksmith/Carpenter II (Journeyperson)*
6019	Foreperson - Carpenters/Locks
6020	Foreperson - Mill
6021	Carpenter II (Journeyperson)*
6024	Carpenter I*
6025	Carpenter II/Mill*
6026	Carpenter II/Floor*
6027	Carpenter II/Ceiling*
6028	Carpenter II - Pest Control
6029	Foreperson - Carpenter/Floor and Ceiling
6030	Carpenter - Foreperson
6031	Foreperson - Carpenter/Wood Floors
6038	Electrician II - Fire Alarms
6039	Foreperson - Electricians
6041	Electrician II (Journeyperson)*
6042	Electrician I*
6043	Temporary Carpenter II (Journeyperson)
6044	Temporary Carpenter-Locksmith (Journeyperson)
6045	Temporary Carpenter II - Mill

6046 Temporary Carpenter II - Floor
6047 Temporary Carpenter II - Ceiling
6048 Temporary Carpenter II - Pest Control
6049 Temporary Electrician II (Journey person)
6050 Temporary Glazier II (Journey person)
6051 Temporary Mason II (Journey person)
6053 Temporary Painter II (Journey person)
6054 Temporary Plumber II (Journey person)
6055 Temporary Refrigeration Mechanic II (Journey person)
6056 Temporary Roofer II (Journey person)
6057 Temporary Sheet Metal Worker II (Journey person)
6059 Temporary Steamfitter II (Journey person)
6060 Temporary Pipe Fitter Gas Systems (Journey person)
6061 Temporary Welder II (Journey person)
6062 Temporary Insulation Worker
6064 Temporary Network Data Communication Specialist
6065 Temporary Trades Helper
6066 Temporary Construction Project Inspector
6067 Temporary Asbestos Project Inspector
6068 Temporary Electrician II - Fire Alarms
6109 Foreperson - Glaziers
6110 Glazier II (Journey person)*
6111 Glazier I*
6200 Mason II (Journey person)*

6201	Mason I*
6202	Foreperson - Masons
6266	Steamfitter I
6280	Foreperson - Plumbers
6281	Plumber II (Journeyman)*
6282	Plumber I*
6283	Steamfitter II (Journeyman)*
6285	Foreperson - Heat Systems and Pipe Fitters
6287	Pipe Fitter - Gas Systems II (Journeyman)*
6288	Pipe Fitter - Gas Systems I
6309	Foreperson - Air Conditioning and Refrigeration
6310	Refrigeration Mechanic II (Journeyman)*
6312	Insulation Workers*
6313	Refrigeration Mechanic I
6320	Trades Master
6321	Network Data Communication Specialist
6323	Network Data Communication Foreperson
6324	Network Data Communication Assistant
6325	Communication Support Technician
6326	Communication Support Foreperson
6330	Foreperson - Roofers
6331	Roofer II (Journeyman)*
6332	Roofer I
6350	Painter II (Journeyman)*

6351	Foreperson - Painters
6352	Painter I
6356	Roofing Technician
6357	Construction Project Inspector
6358	Asbestos Abatement Inspector
6359	Construction Estimator
6400	Sheet Metal Worker II (Journeyman)*
6401	Sheet Metal Worker I*
6402	Foreperson - Sheet Metal Workers
6440	Welder II (Journeyman)*
6441	Welder I
6443	Foreperson - Welders
6444	Zone Mechanic*
6445	Zone Mechanic - Certified*
6446	Area General Foreperson
6447	Area General Foreperson - Zone Mechanic

*Tool Allowance Applicable

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APPENDIX B

TOOL AND UNIFORM ALLOWANCE

Section 1. Employees in the job classifications footnoted in Appendix A, who, as a condition of their employment, are required by the Board to provide and maintain their own hand tools in accordance with required tool lists, stipulated by both parties to be adequate to meet the needs of the individual trades, established and maintained by the School Board, will receive an annual monetary allowance equal to 18 percent of the agreed value of the list. The approved tool list and replacement prices shall be modified

prior to the effective date of this Agreement to reflect (1) changes in the tool list due to changes of requirements or tool design, and (2) changes in replacement prices of the tools in the approved tool list. The allowance will be paid in one annual payment, based upon qualification and calculation as of the last working day of September.

Section 2. Employees hired or promoted during the period preceding the annual calculation will receive a prorated allowance, based upon full months of employment. A major portion of the workdays in a month will be counted as a full month. Employees terminated for just cause will not receive an allowance for the period in which they are terminated. Employees who die, retire, or are laid off will receive a prorated allowance based upon their last date of employment.

Section 3. Each tool list shall include only those tools that are appropriate to the safe and efficient performance by the employee of the duties assigned within the job classification. Reasonable substitutions of tools shall be permitted with authorization by the Board. When changes are made on the list, or new tools are required by the Board, a reasonable period of time shall be allowed each employee to purchase the tools necessary for compliance with the tool list covering the job classification.

The Board shall make no requirements with respect to brand names or place of purchase of required tools; however, standards of quality and safety established by the bid specifications in the original acquisition by the Board must be maintained.

Section 4. All new employees hired after the effective operation of this Agreement shall be required to furnish their own hand tools, as per the approved hand tools lists, and shall be eligible for allowance as described herein. In the event an employee is terminated before the Board is fully compensated for the value of tool supplies, the employee may elect either of two courses of action:

1. Return the complete set of tools to the Board and forfeit entitlement to any allowance which may have accrued; or,
2. Retain the complete set of tools and make suitable arrangements to complete the compensation to the Board, prior to receipt of any terminal pay, which might be due. Should the employee leave without making an election, the Board, at its discretion, may exercise choice 2 above, and make appropriate deductions from any monies otherwise owed to the employee.

Section 5. Any necessary tools or equipment, not on an approved hand tool list, shall be designated as "shop tools", and shall be furnished by the Board. Such tools shall remain the property of the Board. In general, the term "shop tools" shall designate power-driven equipment, hand tools of a size not normally carried in a portable tool box, and meters, gauges and similar test equipment. This definition shall be subject to interpretation by comparison with existing tool lists, the customs of the trade and negotiation when required.

Section 6. The Board shall continue to provide current levels of security for storage of tools and tool boxes in Board facilities during off-duty time. In the event of the theft of tools from proper storage, the employee shall file a loss claim with the Board's Office of Risk and Benefits Management or assigned carrier. Awards, settlements, and other

decisions affecting the claim will be governed by the terms of the agreements or policies then in force. The employee shall be responsible for replacement of any items stolen during the normal workday when the employee is on duty (such times, for the purpose of this Section, shall include meal and other break times), or at any time, as a result of personal negligence.

Section 7. Employees shall be entitled to remove any of their personally-owned tools (including those that become their property due to the operation of this Agreement) from their work site for off-duty use, subject to regulations detailing the method of such physical removal and other provisions of this Agreement. A full set of tools, as listed, must be available for use on any regular workday or for use on any authorized overtime. Such availability shall be subject to Board verification upon demand, and subject to disciplinary action in accordance with Article XI, if not maintained. If any employee chooses to add tools to those required, they must be itemized on the employee's official inventory on file at the work location with an appropriate valuation for personal insurance claims only. Loss claims for any such tools not properly listed will be contested.

Implementation of this recommendation was agreed to in Appendix B, Section 8(b), Agreement Between MDCPS and DCSMEC, dated November 7, 1979.

Section 8. The parties agree to the tool allowance provisions contained in Appendix B.

The annual payment of an allowance for the upkeep and replacement of hand tools will be calculated, based upon agreed values (November 7, 1979, Agreement) increased by the percentage increase in the hand tools category #1042 of the U.S. Department of Labor, Bureau of Labor Statistics, for the month of July of that year.

Section 9. A uniform allowance of \$130 per year will be paid to Facilities Operations personnel, in accordance with the Office of Facilities Operations administrative procedures. Employees assigned to the Office of Technology who are required to wear uniform shirts will have the cost of such items (not to exceed \$130.00) paid by the Board. All personnel shall be required to wear identification badges, including the employee's name and a current picture, prepared and provided by the Board, in accordance with such policy.

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APPENDIX C

CRITERIA FOR DCSMEC TRAINEE PROMOTION

I. EMPLOYEE ATTENDING A FORMAL THREE-YEAR TRAINING PROGRAM

<u>STEP</u>	<u>CLASSIFICATION</u>	<u>SALARY LEVEL</u>	<u>CRITERIA CODE</u>
1.	Trainee (Mechanic I) as authorized to the various DCSMEC trades	Entry Level	1, 2, 3, 4, 8, 9

- 2. 65 percent of Journeyperson 1, 2, 3, 5, 8, 9
- 3. 75 percent of Journeyperson 1, 2, 3, 6, 8, 9
- 4. 85 percent of Journeyperson 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

CRITERIA

- 1. Basic qualifications per job description.
- 2. Satisfactory attendance.
- 3. Satisfactory job performance.
- 4. Will begin and continue participation in a formal and approved training program.
- 5. Has completed 33 1/3 percent or one year of formal training and 1500 additional hours of on-the-job training.
- 6. Has completed 66 2/3 percent or two years of formal training and 1500 additional hours of on-the-job training.
- 7. Has completed 100 percent or three years of formal training and 1500 additional hours of on-the-job training.
- 8. Recommended by Journeyperson and Foreperson or the immediate administrative supervisor.
- 9. Recommended by the Executive Director for Facilities Operations.
- 10. Holds a Certificate of Completion from a formal and approved three-year training program and holds a valid Certificate of Competency as a Journeyperson from Miami-Dade, Monroe, Broward, Palm Beach, or Collier County. The requirement for a valid Certificate of Competency does not apply to those trainees in unlicensed trades.

II. EMPLOYEE ATTENDING A FORMAL FOUR-YEAR TRAINING PROGRAM

<u>STEP</u>	<u>CLASSIFICATION</u>	<u>SALARY LEVEL</u>	<u>CRITERIA CODE</u>
1.	Trainee (Mechanic I) as authorized to the various DCSMEC trades	Entry Level	1, 2, 3, 4, 9, 10
2.		55 percent of Journeyperson*	1, 2, 3, 5, 9, 10

- 3. 65 percent of Journeyperson 1, 2, 3, 6, 9, 10
- 4. 75 percent of Journeyperson 1, 2, 3, 7, 9, 10
- 5. 85 percent of Journeyperson 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

CRITERIA

- 1. Basic qualifications per job description.
- 2. Satisfactory attendance.
- 3. Satisfactory job performance.
- 4. Will begin and continue participation in a formal and approved training program.
- 5. Has completed 25 percent or one year of formal training and 1500 additional hours of on-the-job training.
- 6. Has completed 50 percent or two years of formal training and 1500 additional hours of on-the-job training.
- 7. Has completed 75 percent or three years of formal training and 1500 additional hours of on-the-job training.
- 8. Has completed 100 percent or three years of formal training and 1500 additional hours of on-the-job training.
- 9. Recommended by Journeyperson and Foreperson or the immediate administrative supervisor.
- 10. Recommended by the Executive Director for Facilities Operations.
- 11. Holds a Certificate of Completion from a formal and approved four-year training program and holds a valid Certificate of Competency as a Journeyperson from Miami-Dade, Monroe, Broward, Palm Beach, or Collier County. The requirement for a valid Certificate of Competency does not apply to those trainees in unlicensed trades.

* Or entry level, whichever is higher.

III. EMPLOYEE ATTENDING FORMAL FIVE-YEAR TRAINING PROGRAM

<u>STEP</u>	<u>CLASSIFICATION</u>	<u>SALARY LEVEL</u>	<u>CRITERIA CODE</u>
1.	Trainee (Mechanic I) as authorized	Entry Level	1, 2, 3, 4, 10, 11

to the various DCSMEC trades

2.	55 percent of Journeyperson*	1, 2, 3, 5, 10, 11
3.	65 percent of Journeyperson	1, 2, 3, 6, 10, 11
4.	75 percent of Journeyperson	1, 2, 3, 7, 10, 11
5.	85 percent of Journeyperson	1, 2, 3, 8, 10, 11
6.	90 percent of Journeyperson	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

CRITERIA

1. Basic qualifications per job description.
2. Satisfactory attendance.
3. Satisfactory job performance.
4. Will begin and continue participation in a formal and approved training program.
5. Has completed 20 percent or one year of formal training and 1500 additional hours of on-the-job training.
6. Has completed 40 percent or two years of formal training and 1500 additional hours of on-the-job training.
7. Has completed 60 percent or three years of formal training and 1500 additional hours of on-the-job training.
8. Has completed 80 percent or four years of formal training and 1500 additional hours of on-the-job training.
9. Has completed 100 percent or five years of formal training and 1500 additional hours of on-the-job training.
10. Recommended by Journeyperson and Foreperson or the immediate administrative supervisor.
11. Recommended by the Executive Director for Facilities Operations.
12. Holds a Certificate of Completion from a formal and approved five-year training program and a valid Certificate of Competency as a Journeyperson from Miami-Dade, Monroe, Broward, Palm Beach, or Collier County. The requirement for a valid Certificate of Competency does not apply to those trainees in unlicensed trades.

* Or entry level, whichever is higher.

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APPENDIX D

1999-2000 HO SALARY SCHEDULE

EFFECTIVE 10/01/99

JOB TITLE	JOB CODE	S T E P S						
		1	2	3	4	5	6	7
Carpenter	6018, 6021, 6025, 6026,	32,755	33,739	34,750	35,793	36,509	39,894	41,490
Glazier	6110	33,317	34,317	35,346	36,407	37,135	40,578	42,201
Mason	6200	33,317	34,317	35,346	36,407	37,135	40,578	42,201
Painter	6350	29,147	30,604	32,134	33,741	34,416	37,607	39,111
Roofer	6331	29,398	30,868	32,412	34,032	34,713	37,932	39,449

JOB TITLE	JOB CODE	S T E P S			
		1	2	3	4
A/C Refrigeration Mechanic	6310	39,239	40,024	43,736	45,485
Asbestos Abatement	6358	43,350	44,217	48,317	50,250
Certified Zone Mechanic	6445	39,368	40,155	43,879	45,634
Communication Support	6325	37,962	38,721	42,312	44,004
Construction Project	6357	40,800	41,616	45,475	47,294
Construction Estimator	6359	39,961	40,760	44,539	46,321
Electrician II	6038, 6041	38,863	39,640	43,316	45,049
Insulation Worker	6312	40,257	41,062	44,870	46,665
Network Data Comm. Spec.	6321	31,212	31,836	34,788	36,180
Network Data Comm. Asst.	6324	19,094	19,476	21,282	22,133
Pipe Fitter-Gas Systems II	6287	39,032	39,813	43,505	45,245

JOB TITLE	JOB CODE	S T E P S			
		1	2	3	4
Plumber II	6281	39,032	39,813	43,505	45,245
Roofing Technician	6356	38,250	39,015	42,633	44,338
Sheet Metal Worker II	6400	39,895	40,693	44,467	46,246
Sound & Comm.	6005	37,962	38,721	42,312	44,004

Steamfitter II	6283	39,237	40,022	43,733	45,482
Trades Helper	6016	18,282	18,648	20,377	21,192
Welder II	6440	39,399	40,187	43,913	45,670
Zone Mechanic	6444	37,849	38,606	42,186	43,873

S T E P S

JOB TITLE	JOB CODE	1	2	3	4
Area General Foreperson/Trades Mas.	6320, 6446, 6447	45,871	46,788	51,127	53,172
Foreperson - AC and Refrigeration	6309	41,888	42,726	46,688	48,556
Foreperson - Carpenter	6019, 6020, 6029, 6030,	38,445	39,214	42,850	44,564
Foreperson - Comm. Support Tech.	6326	40,610	41,422	45,264	47,075
Foreperson - Electricians	6039	41,510	42,340	46,266	48,117
Foreperson - Glaziers	6109	39,057	39,838	43,532	45,273
Foreperson - Heat Sys & Pipe Fitters	6285	41,883	42,721	46,682	48,549
Foreperson - Mason	6202	39,057	39,838	43,532	45,273
Foreperson - Network and Data Svcs.	6327	38,600	39,372	43,023	44,744
Foreperson - Painters	6351	36,334	37,061	40,498	42,118
Foreperson - Plumbers	6280	41,680	42,514	46,456	48,314
Foreperson - Roofers	6330	36,683	37,417	40,887	42,522
Foreperson - Sheet Metal Worker	6402	42,545	43,396	47,420	49,317
Foreperson - Sound & Comm. Tech.	6006	40,610	41,422	45,264	47,075
Foreperson - Welders	6443	42,051	42,892	46,870	48,745

DCSMEC SALARY INCENTIVES

CODE	TITLE	AMOUNT
HOIP	DCSMEC Incentive Pay	*
H022	DCSMEC Shift Differential	10%
6000	Temporary Foreperson	\$0.75/hr

** Based on \$250 or \$400 one-time incentive granted in 1982. Amounts have been compounded.*

APPENDIX D

1999-2000 H1 SALARY SCHEDULE

JOB CODE	JOB TITLE	ANNUAL
6043	Temp. Carpenter II (Journ.)	\$32,248
6044	Temp. Carpenter - Locksmith (Journ.)	\$32,248
6045	Temp. Carpenter II - Mill	\$32,248

6046	Temp. Carpenter II - Floor	\$32,248
6047	Temp. Carpenter II - Ceiling	\$32,248
6048	Temp. Carpenter II - Pest Control	\$32,248
6049	Temp. Electrician II (Journ.)	\$37,075
6050	Temp. Glazier II (Journ.)	\$32,804
6051	Temp. Mason II (Journ.)	\$32,804
6053	Temp. Painter II (Journ.)	\$28,303
6054	Temp. Plumber II (Journ.)	\$37,237
6055	Temp. Refrigeration Mechanic II (Journ.)	\$37,435
6056	Temp. Roofer II (Journ.)	\$28,547
6057	Temp. Sheet Metal Worker II (Journ.)	\$38,061
6058	Temp. Sound & Communication Tech.	\$34,205
6059	Temp. Steam fitter II (Journ.)	\$37,433
6060	Temp. Pipe Fitter Gas System II (Journ.)	\$37,237
6061	Temp. Welder II (Journ.)	\$35,498
6062	Temp. Insulation Worker	\$36,272
6064	Temp. Network Data Communication Specialist	\$27,050
6065	Temp. Trades Helper	\$16,776
6066	Temp. Construction Project Inspector	\$35,360
6067	Temp. Asbestos Project Inspector	\$37,570
6068	Temp. Electrician II - Fire Alarms	\$37,075

APPENDIX D

2000-2001 TRAINEE SALARY SCHEDULE

JOB TITLE	JOB CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Carpenter I	6024	18,522	19,303	22,815	26,321	29,829	
Electrician I	6042	19,895	20,958	24,768	28,576	32,387	
Glazier I	6111	18,522	19,637	23,205	26,772	30,340	
Mason I	6201	19,895	23,207	26,772	30,340		
Painter I	6352	18,522	21,505	24,813	28,119		
Plumber I	6282	18,522	21,046	24,874	28,698	32,526	34,441
Pipe Fitter Gas	6288	18,522	21,046	24,874	28,698	32,526	34,441
Refrigeration	6313	20,613	21,159	25,034	28,852	32,701	
Roofer I	6332	19,895	21,688	25,024	28,360		
Sheet Metal Worker I	6401	20,613	21,515	25,427	29,339	33,248	
Sound &	6003	18,255	20,472	24,194	27,915	31,637	
Steamfitter I	6266	18,522	21,161	25,005	28,852	32,764	34,441
Welder I	6441	19,895	21,248	25,108	28,972	32,832	

APPENDIX D

2000-2001 HO SALARY SCHEDULE

EFFECTIVE 10/13/00

JOB TITLE	JOB CODE	S T E P S						
		1	2	3	4	5	6	7
Carpenter	6018, 6021, 6025, 6026, 6027, 6028	34,751	35,793	36,867	37,604	39,894	41,490	43,565
Glazier	6110	35,346	36,406	37,499	38,249	40,578	42,201	44,311
Mason	6200	35,346	36,406	37,499	38,249	40,578	42,201	44,311
Painter	6350	31,522	33,098	34,753	35,448	37,607	39,111	41,067
Roofer	6331	31,794	33,384	35,053	35,754	37,932	39,449	41,422

JOB TITLE	JOB CODE	S T E P S			
		1	2	3	4
A/C Refrigeration Mechanic II	6310	41,224	43,736	45,485	47,760
Asbestos Abatement Inspector	6358	45,544	48,317	50,250	52,762
Certified Zone Mechanic	6445	41,360	43,879	45,634	47,916
Communication Support Tech.	6325	39,883	42,312	44,004	46,205
Construction Project Inspector	6357	42,864	45,475	47,294	49,659
Construction Estimator	6359	41,983	44,539	46,321	48,637
Electrician II	6038, 6041	40,829	43,316	45,049	47,301
Insulation Worker	6312	42,294	44,870	46,665	48,998
Network Data Comm. Spec.	6321	32,791	34,788	36,180	37,988
Network Data Comm. Asst.	6324	20,060	21,282	22,133	23,240
Pipe Fitter-Gas Systems II	6287	41,007	43,505	45,245	47,507

JOB TITLE	JOB CODE	S T E P S			
		1	2	3	4
Plumber II	6281	41,007	43,505	45,245	47,507
Roofing Technician	6356	40,185	42,633	44,338	46,555
Sheet Metal Worker II	6400	41,914	44,467	46,246	48,558
Sound & Comm. Technician	6005	39,883	42,312	44,004	46,205
Steam Fitter II	6283	41,222	43,733	45,482	47,756
Trades Helper	6016	19,207	20,377	21,192	22,252
Welder II	6440	41,393	43,913	45,670	47,953
Zone Mechanic	6444	39,764	42,186	43,873	46,067

S T E P S

JOB TITLE	JOB CODE	1	2	3	4
Area General Foreperson/Trades Mas.	6320, 6446, 6447	48,192	51,127	53,172	55,831
Foreperson - AC and Refrigeration	6309	44,008	46,688	48,556	50,983
Foreperson - Carpenter	6019, 6020, 6029, 6030, 6031	40,390	42,850	44,564	46,792
Foreperson - Comm. Support Tech.	6326	42,665	45,264	47,075	49,428
Foreperson - Electricians	6039	43,610	46,266	48,117	50,522
Foreperson - Glaziers	6109	41,033	43,532	45,273	47,537
Foreperson - Heat Sys & Pipe Fitters	6285	44,002	46,682	48,549	50,977
Foreperson - Mason	6202	41,033	43,532	45,273	47,537
Foreperson - Network and Data Svcs.	6327	40,553	43,023	44,744	46,981
Foreperson - Painters	6351	38,173	40,498	42,118	44,224
Foreperson - Plumbers	6280	43,789	46,456	48,314	50,730
Foreperson - Roofers	6330	38,539	40,887	42,522	44,649
Foreperson - Sheet Metal Worker	6402	44,698	47,420	49,317	51,783
Foreperson - Sound & Comm. Tech.	6006	42,665	45,264	47,075	49,428
Foreperson - Welders	6443	44,179	46,870	48,745	51,182

DCSMEC SALARY INCENTIVES

CODE	TITLE	AMOUNT
HOIP	DCSMEC Incentive Pay	*
H022	DCSMEC Shift Differential	10%
6000	Temporary Foreperson	\$0.75/hr

** Based on \$250 or \$400 one-time incentive granted in 1982. Amounts have been compounded.*

APPENDIX D

2000-2001 H1 SALARY SCHEDULE

JOB CODE	JOB TITLE	ANNUAL
6043	Temp. Carpenter II (Journ.)	33,860
6044	Temp. Carpenter - Locksmith	33,860
6045	Temp. Carpenter II - Mill	33,860
6046	Temp. Carpenter II - Floor	33,860
6047	Temp. Carpenter II - Ceiling	33,860
6048	Temp. Carpenter II - Pest Control	33,860

6049	Temp. Electrician II (Journ.)	38,929
6050	Temp. Glazier II (Journ.)	34,444
6051	Temp. Mason II (Journ.)	34,444
6053	Temp. Painter II (Journ.)	29,718
6054	Temp. Plumber II (Journ.)	39,099
6055	Temp. Refrigeration Mechanic II	39,307
6056	Temp. Roofer II (Journ.)	29,974
6057	Temp. Sheet Metal Worker II	39,964
6058	Temp. Sound & Communication	35,915
6059	Temp. Steam fitter II (Journ.)	39,305
6060	Temp. Pipe Fitter Gas System II	39,099
6061	Temp. Welder II (Journ.)	37,273
6062	Temp. Insulation Worker	38,086
6064	Temp. Network Data	28,403
6065	Temp. Trades Helper	17,615
6066	Temp. Construction Project	37,128
6067	Temp. Asbestos Project Inspector	39,449
6068	Temp. Electrician II - Fire Alarms	38,929

APPENDIX D

1999-2000 TRAINEE SALARY SCHEDULE

JOB TITLE	JOB CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Carpenter I	6024	18,522	19,303	22,815	26,321	29,829	
Electrician I	6042	19,895	20,958	24,768	28,576	32,387	
Glazier I	6111	18,522	19,637	23,205	26,772	30,340	
Mason I	6201	19,895	23,207	26,772	30,340		
Painter I	6352	18,522	21,505	24,813	28,119		
Plumber I	6282	18,522	21,046	24,874	28,698	32,526	34,441
Pipe Fitter Gas Systems I	6288	18,522	21,046	24,874	28,698	32,526	34,441
Refrigeration Mechanic I	6313	20,613	21,159	25,034	28,852	32,701	
Roofer I	6332	19,895	21,688	25,024	28,360		
Sheet Metal Worker I	6401	20,613	21,515	25,427	29,339	33,248	
Sound & Communication I	6003	18,255	20,472	24,194	27,915	31,637	
Steamfitter I	6266	18,522	21,161	25,005	28,852	32,764	34,441
Welder I	6441	19,895	21,248	25,108	28,972	32,832	