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Title: **Duval County School Board and United Office Personnel of Duval, Duval Teachers United (DTU), Florida Education Association (FEA), National Education Association (NEA), American Federation of Teachers (AFT), AFL-CIO (2005)**

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**DUVAL COUNTY SCHOOL BOARD**

**AND**

**DUVAL TEACHERS UNITED**

**UNITED OFFICE PERSONNEL OF DUVAL**

**2005-2008**

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## ARTICLE I - GENERAL PURPOSE

### A. Purpose

*It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the Duval County School Board, hereinafter referred to as the Employer, including its duly designated representative, and the Duval Teachers United, hereinafter referred to as DTU, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise as a result of implementing this Agreement, and to set forth herein basic and full agreement between the parties concerning wages, hours, terms and conditions of employment. There shall be no individual arrangements or agreements made covering this Agreement or any part of this Agreement contrary to the terms provided herein.*

*It is understood that the Public Employer is engaged in furnishing essential public educational services which vitally affect the educational needs, health, safety, comfort, and general well-being of the children of this county and the public at large; and that the DTU represents employees who recognize the need for continued and reliable service to these children and the public.*

### B. Recognition

*Pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes, and the Rules and Regulations of the Public Employees Relations Commission, the Duval County School Board, hereinafter referred to as the Employer, including its duly designated representatives, recognizes the Duval Teachers United, hereinafter referred to as DTU, as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to the determination of the wages, hours, and terms and conditions of employment of the public employees, hereinafter referred to as employee(s) unless otherwise indicated, within the bargaining unit. This bargaining unit shall include all of those positions listed in Appendix D attached to this Agreement.*

### C. Spokesperson

*It is understood and agreed that the DTU President is the official spokesperson for the DTU in any matter between the DTU and the Employer. The President may designate, in writing, an alternate or alternates.*

### D. Severability

*It is the express intent of the parties that if any article, section, sub-section, 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, except in the circumstances of Article I, Section H. Such affected remaining provision(s) shall be renegotiated and replaced by the Employer and DTU, and made a part hereof as an appropriate amendment to this Contract.*

E. Titles

*Titles of the Articles herein shall not, in and of themselves, affect the meaning, construction, or effect any of the sections or provisions of this contract.*

F. Collective Bargaining Research Data and Related Materials

*The Employer shall make available upon request, to the DTU, existing employee lists and any other available documents that are subject to the "Public Records Law". The data will be provided as promptly as is reasonably possible.*

G. Reference to Constitutional Rights and State Statues

*Federal and State Constitutions, Florida State Statutes, State Department of Education and State Board of Education Rules, Public Employees Relations Commission Rules, rulings, and decisions with respect to employee rights are incorporated and made a part of this contract.*

H. Conflict with Law or Rules

*If any changed provision of this collective bargaining contract, which results from any reopener or renegotiations or impasse resolution procedures, is in conflict with any law, rule, or regulation over which the Employer has amendatory power, the Employer shall amend the law, rule, or regulation to conform to the new provisions of this Contract.*

If any provision of the Collective Bargaining Contract is in conflict with any law, ordinance, rule, or regulation over which the chief executive officer has no amendatory power, the chief executive officer shall submit to the appropriate governmental body having amendatory power a proposed amendment to such law, ordinance, rule or regulation. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the collective bargaining Contract shall become effective (Reference, Chapter 447.309(3)). For the purpose of this Contract, all references made to Chapter 447 shall utilize the language and definitions of Chapter 447.

I. Maintenance of Contractual Standards

*Where the Employer determines it necessary or desirable to provide current or new employees the opportunity to participate in contracted or shared programs with other governmental agencies, community or charitable organizations or private corporations, the Employer agrees that the salary, terms and conditions of this Contract shall apply to those employees. It is understood by the parties that all employees provided by the Duval County School Board to any other private or public agency or organization are Duval County School Board employees, subject to the rules of the Employer and applicable labor Contracts. Duval County School Board employees are not subject to the rules and policies of any private or public agency or organization. This understanding shall be communicated to all private or public agencies or organizations and be made apart of any agreement entered into between the Employer and any private or public agency or organization.*

J. Contract Supremacy

*All provisions of this Contract shall be subject to Florida Statues, Chapter 447. The*

*Employer further agrees that this Contract shall supersede all School Board Rules and/or Civil Service Rules in conflict with the provisions of this Contract.*

K. Post-Ratification Amendment

*The Employer agrees to accept and incorporate in this Contract, as an addendum, any other statutory rights granted the exclusive bargaining agent and/or employees by rule, order, or decision of the PERC and/or the Florida Legislature of the State of Florida during the course of these negotiations and terms of this Contract.*

L. Definitions

1. Appropriate Administrator/Supervisor--*The individual (administrator) having immediate administrative authority over the unit employee(s) and/or who serves as the ranking administrator at the work location.*
2. Bargaining Representative--*The bargaining representative shall mean the employee organization certified as the exclusive bargaining agent pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes.*
3. Bargaining Unit--*That group of non-exempt employees determined by the DTU and approved by the Florida Public Employees Relations Commission, hereinafter called PERC, to be appropriate for the purpose of collective bargaining.*
4. 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 wages, hours, terms and conditions of employment, except that neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this part.*
5. Collective Bargaining Agreement/Contract--*That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.*
6. Days--*As referred to in the time limits herein, days shall mean working days.*
7. Directives--*Those administrative directives, memoranda, guidelines, and any other communication issued by the Board and/or Administration that impacts upon the members of the bargaining unit.*
8. DTU--*The Duval Teachers United, the exclusive bargaining agent, representing members of the bargaining unit.*
9. Duty Time--*Those specified hours when employees are expected to be present and performing assigned duties.*
10. Duty-Free Time--*Anytime during the workday the employee is not assigned roles or responsibilities related to her/his position (i.e. . . .Specified lunch, break time, and planning time).*
11. Employee--*Any personnel in the unit represented exclusively by the DTU.*
12. Employer--*The Duval County School Board*
13. Grievance--*A dispute between the Employer and Employee involving the interpretation, application or violation of this collective bargaining agreement.*
14. Paraprofessionals--*All teacher assistants in the DTU/Paraprofessional*

- bargaining unit who work in schools or at other sites.*
15. *Parties--Duval Teachers United (DTU), as the exclusive bargaining agent, and the Duval County School Board, as Employer.*
  16. *Principal--The chief administrator of a School/Work Location. A principal is an employee qualified in accordance with Florida statutes., who is assigned responsibility for administrative direction and instructional supervision at an individual school.*
  17. *School/Work Location--The location where the members of the unit performs her/his duties on an itinerant or regular basis.*
  18. *School Board--The Duval County School Board, the duly-elected Board established under the Florida Constitution, Article IX, Section 4, and Florida Statutes, which has the responsibility for the organization and control of the public schools of Duval County.*
  19. *School Board Rules--That body of rules adopted by the Duval County School Board.*
  20. *State Board Rules--That body of rules adopted by the Department of Education of the State of Florida and directives issued by the Commissioner of the Department of Education to clarify and implement state statutes which relate to education in the State of Florida.*
  21. *Superintendent--The Duval County Superintendent of Schools or designee(s).*
  22. *Supervisor--The individual (administrator) having immediate authority over the unit employee(s).*
  23. *Teacher--All employees in the DTU (teacher) (i.e. Guidance, Psychologists, Occupational Specialists, Media Specialists, Student Support Professionals) bargaining unit who work in schools or at other sites.*
  24. *UOPD--All employees in the DTU/UOPD bargaining unit who work in schools/work locations or at other sites.*
  25. *Working Day--The total number of hours an employee is expected to be present and performing assigned duties.*

*These definitions are to be used to assist in clarifying and understanding the intent and language of this Contract and do not constitute more than working definitions within the context of this Contract*



## ARTICLE II - SALARY AND SUPPLEMENTS

### A. Compensation

#### 1. Salary Schedule

Compensation for employees covered by this Agreement shall be paid in accordance with the pay schedules in this Contract.

#### 2. Duval Experience

- a. Duval experience through June 30, 1999 for incumbents must be from the adjusted anniversary date that is contained in the record as of November 2, 1999. For incumbents whose adjusted anniversary date precedes the original hire date, the original hire date will be used.
- b. Effective the 99-00 school year, any Duval experience awarded for the purpose of schedule advancement will be awarded on the basis of paid employment days of one day beyond ½ year of the employee's work calendar during a fiscal year in the Duval County School System.

### B. Rehired - Step Placement

If a former School Board employee is rehired in a position with the same or a lower classification, that employee shall be placed on the same nominal step held at the time of termination.

### C. Pay-Grades

Grade/class assignments for the new salary schedule shall be as indicated in "Appendix D."

### D. Pay-Grade – Promotion

With the exception of Office Assistants, employees promoting to a new pay grade shall be placed on the same step as the previous pay grade, effective September 1, 1989.

Effective July 1, 2000, when promoting to a new pay grade, Office Assistants shall be placed on the closest step that is not less than 3% higher than the previous OA pay step.

### E. Pay-Grade Transfer (Paraprofessionals Other Than Office Assistants)

Employees of the Paraprofessional Unit transferring to the UOPD unit (other than Office Assistants) will be placed at the appropriate classification and pay grade, provided that such placement is on the next highest pay step equal to or greater than their present base hourly rate in the Paraprofessional Unit. This placement on the salary schedule shall be considered permanent with no end of probation increase. All employees of the Paraprofessional Unit transferring to the UOPD unit must follow all Civil Service guidelines appropriate to their new classification. Any reclassification of a position within the UOPD Unit shall be done only under Civil Service Guidelines (Rule 1.05-see

appendix).

F. Working Out of Classification

In any case when an employee is qualified for and is temporarily assigned in writing by the Employer to serve regularly in and accept the full responsibility for work which would normally be performed in a higher class position for three (3) or more workdays of continuous duty, such an employee, if not in the highest step of the employee's pay grade, shall receive a one (1) step increase or the lowest step in the higher classification which will result in an increase, whichever is greater. The additional compensation as provided in this provision shall cover the entire period or assignment in the higher class retroactive to the first day in the assignment.

G. Extended Day Program

An Extended Day Program position, authorized by the appropriate administrator/supervisor and filled by an employee who is in the same classification as that required by the position shall be paid his/her regular rate of pay.

H. Service Raise

An employee shall receive an increase in salary of three hundred dollars (\$300) per year for each five (5)-year period of service beginning with the sixth (6th) year. This increase will begin on the employee's anniversary date and shall be in addition to any general or specific raises which may be granted.

I. Substitutes' Pay

Employees assigned to arrange for substitutes will perform the work as part of the regular workday or be paid for all such hours worked at the employee's regular rate of pay.

J. Placement on the Teachers' Salary Schedule

1. School Board full-time clerical experience shall be allowed for placement on the teachers' salary schedule at a rate of one (1) year for each full school year of service (10, 11, or 12 months) including time as a probationary employee, up to a maximum of six (6) years. Use of this experience is limited to step placement. Use of clerical experience for salary credit by occupational specialists is not limited to this provision, but subject to provisions of the School Board Salary Schedule Handbook.
2. Members of this unit transferring to the Paraprofessional unit will be placed at the appropriate classification and column, provided that such placement is on the pay step equal to, or greater than, their present base hourly rate in this unit. This placement on the salary schedule shall be considered permanent with no end of probation increase. All members of this unit transferring to the Paraprofessional unit must follow and must qualify in accordance with all contractual and policy guidelines appropriate to their new classification.

K. Leave Transfer

*Employees of a bargaining unit represented by DTU, who transfer to another bargaining unit represented by DTU, will be entitled to transfer one-hundred per cent (100%) of their accumulated sick and/or annual leave, as applicable.*

L. Optional Pay Plan

1. *Employees wishing to select the Optional Pay Plan must forward a signed request to the Personnel Division during a mutually agreed upon window enrollment period each fiscal year. Those employees who previously elected the Optional Pay Plan will continue to be paid from it unless specifically canceled in writing during the same window enrollment period.*
2. *Employee leave time will be calculated on hours or days earned, and not hours or days paid.*
3. *All funds paid out under the regular or optional pay plans will be paid out by the end of the fiscal year (June 30).*

M. Paychecks

1. *Employee paychecks shall be handled by an authorized person in a confidential manner and shall be placed in sealed individual envelopes by such authorized person.*
2. *Paychecks shall not be accessible nor handled by any member of the staff other than the department or division head, principal or immediate supervisor, or the designated secretary or clerk.*
3. *Employees on an approved leave with pay may designate, in writing, an individual to pick up her/his paycheck at the designated location by notifying the principal or immediate supervisor or designee.*
4. *Effective January 1, 2006, electronic Funds Transfer (Direct Deposit) will be required for all employees.*

N. Time Connection

Employees who retire or resign and are subsequently rehired shall serve a probationary period of six months in the new position, after which the employee may apply to Human Resources for "time connection." Approved time connections shall be treated as continuous and creditable service for longevity (service raises) and leave accrual purposes, but not for seniority.

O. Pay Calendar

The Employer and DTU shall meet as soon as reasonably possible prior to the start of the new school year for the purpose of negotiating a pay calendar. The new pay calendar

shall be attached to this Agreement as an Addendum.

P. Office Paraprofessional Conversion to UOPD

1. Effective March 1, 2000, Office Paraprofessionals (Position codes A630, A610, and A730) with the exception of Security Paraprofessionals will be moved from the Paraprofessional bargaining unit into the UOPD bargaining unit as “Office Assistants” and will become permanent civil service employees and will be entitled to all rights afforded to civil service employees except as herein provided and except for those terms and conditions provided by the collective bargaining agreement.
2. Effective March 1, 2000, Instructional Paraprofessionals assigned to Student Services (Position code A611) or Media (Position code A620) will be moved from the Paraprofessional bargaining unit into the UOPD bargaining unit as “Office Assistants” and will become permanent civil service employees and will be entitled to all rights afforded to civil service employees except as herein provided and except for those terms and conditions provided by the collective bargaining agreement.
3. A new salary grade will be established on the UA schedule to include the current range of employee salaries (pay grade UA00). Employee’s salary will be established on the new schedule at the step closest to but not less than their current rate of pay without longevity.
4. Time served as a Paraprofessional will count for seniority, for service as Office Assistant only, for the provisions of this contract. Upon promotion to School Clerk I, time served as Office Assistant will not count for retention purposes.
5. Upon implementation of these provisions, these employees will be entitled to the service raise and leave accrual provisions, if any, of this contract for time served as a paraprofessional for up to ten (10) years.
6. Progression on this salary schedule will be based upon negotiations. However, it is the intent to advance the salary schedule for this group annually so that at some point in the future, this schedule will be at the same level as grade UA01. When that occurs, we will change the pay grade to UA01.
7. When an Office Assistant position has been justified to be reclassified to School Clerk I and the incumbent has passed the typing test, s/he will be automatically promoted to School Clerk I.
8. Effective April 1, 2000, Office Assistants who pass a typing test administered under the direction of Human Resource Services will be identified by position code. This group of employees will become a pool from which School Clerk I’s will be drawn.

9. Effective April 1, 2000, when a School Clerk I vacancy occurs, the applicable Principal/Administrator will conduct interviews from among Office Assistant that have passed the typing test. The Principal/Administrator can interview as many or as few individuals as he or she deems necessary and will make a selection from those interviewed. The selected employee will be automatically promoted to School Clerk I.
10. Employees have the right to remain as Office Assistant (They do not have to take the typing examination; and if they take the typing examination and fail it, they can remain as Office Assistants). As vacancies occur in the class of Office Assistant, positions will be reviewed to determine the appropriate classification needed and reclassified if applicable.
11. Office Assistant vacancies shall be filled by non-competitive appointment procedures.

Q. Background Checks

Pursuant to Florida Statute 1012.32, any member of the bargaining unit hired prior to July 1, 2004, must be refingerprinted. For the term of the current Agreement, the District shall pay for the refingerprinting and maintenance fees.

### ARTICLE III - BENEFITS

#### A. Health Insurance

1. *Employees who complete their contractual obligation through the end of the school year shall have their coverage extended through September 30.*
2. *Any employee on approved leave of absence (without pay) during the final thirty (30) days of the work year shall be deemed as having completed the work year.*
3. *Any employee on approved leave of absence (without pay) shall be covered for a period of 30 days from the beginning date of the leave.*
4. *The Employer shall contribute \$250 on behalf of each employee toward the purchase of an option(s) from the fringe-benefit package. The fringe-benefit package shall include options such as health coverage, life, dental, income protection, flexible spending accounts, and optical. The employee shall have the right to purchase further options through payroll deduction or reduction as they are approved by the Employer for inclusion in the fringe-benefit plan.*
5. *DTU shall appoint an equal number of representatives of this unit to the Insurance Committee as other units and the Employer have on the Committee.*
6. *The Employer agrees to provide members of the bargaining unit with the group hospitalization insurance program as approved by the School Board. State-licensed Birthing Centers and Primary Care Centers shall be included in the qualified facilities.*

#### B. Life Insurance

*The Employer agrees to provide employees with basic life insurance coverage consisting of a \$10,000 life insurance policy with a \$10,000 accidental death and dismemberment insurance rider. Employees shall have the option to purchase, at their cost, supplemental life insurance coverage up to three times their annual salary (unless that amount exceeds the established cap), less the basic insurance amount or a flat \$50,000 coverage.*

*Employees who complete their contractual obligation through the end of the school year shall have their coverage extended through September 30.*

*An employee on approved leave of absence (without pay) shall have the basic coverage extended for a period of 30 days from the beginning date of the leave.*

#### C. Insurance for Retired Employees

*The Employer agrees to make available group plans for health insurance (including HMOs as allowed by the terms of the local HMO plans offered by the Employer) and life insurance for employees retired under any Florida or local Retirement Plan. However, in no case will any insurance provision for retirees be adopted which has any adverse*

*impact upon active employee premiums.*

*Employees wishing to participate in this program must apply and submit payment of the first premium no later than the 25th of the month prior to termination of coverage in the active employee group. Employees, who do not apply within this period, may be admitted to the group only upon submission of satisfactory proof of insurability.*

*The health insurance premium will be the same as the Employer contributes for active employees to age 65. Those who are enrolled and covered under the provisions of Medicare Parts A and B may continue coverage beyond age 65 by paying a premium for Medicare supplement coverage or continue to participate in the active employee plan. A provision for group life insurance for retired employees shall be incorporated into any bid for group life insurance made during the term of this contract.*

*In the case where two (2) married employees are retired from the School Board, one (1) retiree may carry the spouse as a dependent on the health plan, and that dependent may convert to single coverage under the plan without proof of insurability upon the death of the other, providing that there is no break in coverage. Retirement shall be construed as receiving benefits under any Florida or Local Retirement Plan.*

D. Sick Leave Pool

1. *Sick Leave Pool Committee-A Sick Leave Pool Committee shall be established to administer the District Sick Leave Pool. The membership shall be comprised of 50 percent appointed by DTU, and 50 percent by the Employer. During the 1992-93 school year, the Sick Leave Pool Committee shall investigate possible methods of increasing participation.*
2. Sick Leave Pool
  - a. *Pool Participants must have been employed for a minimum of one (1) full year of service with the Employer and have a minimum of ten (10) days accrued sick leave.*
  - b. *When the requirements set forth in this section and any others established by the committee have been met, the employee shall be compensated for all unpaid days up to the maximum set by the committee for that particular claim.*
  - c. *Each new employee shall contribute one (1) day of earned sick leave during the window entry period between September 1 and September 30. Any employee who contributes one (1) day, within the window period, to the Sick Leave Pool shall have it returned to his account if the bank fails to become operable.*
  - d. *The Sick Leave Pool shall have a minimum of one thousand (1,000) days on deposit before becoming operable.*
  - e. *The Pool shall be regulated by the following minimum requirements:*
    - (1) *No participant shall be eligible to use more than one hundred (100) days during the course of any one school year.*
    - (2) *No participant shall be eligible to use the Pool until he/she has*

- exhausted all personally- accrued sick, and annual leave.*
- (3) No participant shall be eligible to use the Pool until h/she has been absent for at least ten (10) consecutive days of which at least five (5) consecutive days have been without pay.*
  - (4) The pool shall be applicable only to the injury or illness of the participant.*
  - (5) Participants applying for days from the Sick Leave Pool must file with the committee an application, accompanied by a medical certificate and justification for protracted leave. The committee can request a second medical opinion at the cost of the applicant.*
  - (6) Participants who are proven guilty of abuse of the Pool will repay the days drawn from the Pool and be assessed appropriate penalties.*
  - (7) Any participant withdrawing sick leave from the Pool shall not be required to replace those days except as a regular contributing member.*
  - (8) All participating members shall contribute one (1) day at the window entry period if the Pool balance reaches two hundred fifty (250) days.*
  - (9) In no event will the balance of days assigned to the Pool be below zero (0).*
  - (10) Participants who choose to withdraw from the Pool shall not have their contributed sick leave and/or annual leave days returned.*

E. Use of Employees' Vehicles/Reimbursement

- 1. When an employee's regularly assigned duties require use of a personal automobile in the performance of duties, the employee will be reimbursed for mileage at the rate authorized by the Employer or transportation shall be provided to the job site from the permanent work location.*
- 2. Employees in the bargaining unit who have been approved by the Employer to receive mileage at the maximum amount per mile authorized by the Consolidated City Government of Jacksonville.*

F. Savings Bonds

- 1. The Employer agrees to include employees in the existing system of payroll deduction through which an employee may purchase United States Savings Bonds.*
- 2. The enrollment period shall be announced and posted annually.*
- 3. Authorization for Savings Bond deductions may be withdrawn by the employee.*

G. School-Sponsored Events

- 1. Each employee shall be admitted, without charge, to any school/work location-*

*sponsored athletic event in which the student body participates. However, this provision shall not apply to state play-off athletic events.*

2. *Each employee shall be admitted, without charge, to any other school/work location-sponsored event in which students of the employee's school participate.*

#### H. PESCO and Financial Institutions Payroll Deductions

*Services shall be provided to employees requesting payroll deductions in favor of the Educational Community Credit Union, Duval County Teachers Federal Credit Union, PESCO, and the AFL/CIO Credit Union. Consideration of any new payroll deduction shall be conducted through a survey generated by DTU, and distributed through school mail, and shall be given to each employee. Surveys will be returned to DTU through the school mail. A minimum of twenty-five (25) employees must show interest in order to implement a new payroll deduction.*

*Upon sufficient interest shown as specified in this section, the Employer shall provide payroll deduction services to employees for the Florida Prepaid College Program.*

#### I. Personal Property Protection

1. *A fund, not to exceed \$12,000, shall be established for the reimbursement to employees for damage to property worn on the employee's person or in an employee's physical possession, provided such damage results from administration of emergency first aid, assault upon the employee, or from activity involved in the restoration of order, such as cases of riots, student fights, or general disorder by students while on school/work location property or at a school/work location-approved function. Administration of reimbursement from this fund shall be by DTU. For vehicle vandalism on school/work location property which causes the vehicle to become immobile (i.e., stolen battery, slashed or stolen tires), or the vehicle is stolen, the fund will reimburse one-half (1/2) the cost of the damage not paid by the insurance company, in an amount not to exceed two hundred dollars (\$200.00).*

*Employees processing claims for vandalism to their automobiles must provide a statement from their insurance carriers that such vandalism is not a covered loss, and if covered, must state the amount of the deductible, if any.*

2. *Any employee seeking reimbursement under the provisions of this policy must file an employee incident report according to guidelines established for this purpose. Failure to file such a report on a timely basis shall disqualify an employee from receiving reimbursement.*

#### J. Terminal Pay

*To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Employer will provide terminal pay to personnel at resignation, normal retirement, or to their beneficiaries if services are*

*terminated by death. Terminal pay shall not exceed an amount determined by the daily rate of the employee at resignation, retirement, or death as follows:*

1. a. For Unused Annual Leave accumulated by persons resigning or retiring before July 1, 2001 – Upon resignation or retirement, employees shall be paid a lump-sum payment for any accrued leave up to a maximum amount of seventy (70) workdays. Under no circumstances shall the combined total of annual leave paid under this section and taken under the provisions of Article VI C (Annual Leave) exceed one hundred (100) workdays in a calendar year.
- b. For Unused Annual Leave accumulated by persons employed prior to July 1, 2001 who resign or retire on or after July 1, 2001 –
  - (1.) For persons whose accumulated annual leave is sixty (60) workdays or less as of June 30, 2001 – Upon resignation or retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays. Under no circumstances shall the combined total of annual leave paid under this section and taken under the provisions of Article VI C (Annual Leave) exceed (90) workdays in a calendar year.
  - (2) For persons whose accumulated annual leave is more than sixty (60) workdays as of June 30, 2001 – Upon resignation or retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays plus any remaining excess over sixty (60) up to seventy (70) workdays on record as of June 30, 2001. Under no circumstances shall the combined total of annual leave paid under this section and taken under the provisions of Article VI C (Annual Leave) exceed ninety (90) workdays plus the remaining excess in a calendar year.
- c. For Unused Annual Leave accumulated by persons employed on or after July 1, 2001 – Upon resignation or retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays. Under no circumstances shall the combined total of annual leave paid under this section and taken under the provisions of Article VI C (Annual Leave) exceed (90) workdays in a calendar year.

- d. In the event of an employee's death, the beneficiary shall be paid. An employee who is dismissed due to misconduct shall be required to forfeit all accrued leave. Failure of an employee to give two-weeks notice of resignation may result in the forfeiture of the accrued annual leave.
2. Unused Sick Leave-For purposes of calculating payment of unused sick leave, an employee's total years of service with the Employer in any bargaining unit shall be used.
    - a. Employees shall be provided payment for a portion of unused sick leave accumulated beginning July 1, 1982, at termination or retirement or to the beneficiary if service is terminated by death on the following basis:
      - (1) During the first three (3) years of service, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of sick leave accumulated after July 1, 1982, only if service terminated by death.
      - (2) During the next three (3) years of service, the daily rate of pay multiplied by forty (40) percent times the number of days of sick leave accumulated after July 1, 1982.
      - (3) During the next three (3) years of service, the daily rate of pay multiplied by forty-five (45) percent times the number of days of sick leave accumulated after July 1, 1982.
      - (4) During the next three (3) years of service, the daily rate of pay multiplied by fifty (50) percent times the number of days of sick leave accumulated after July 1, 1982.
      - (5) During and after the thirteenth (13th) year of service, the daily rate of pay multiplied by ninety-three (93) percent (94% as of July 1, 1991) of the number of days of sick leave accumulated after July 1, 1982, upon retirement or death.
      - (6) During and after the thirteenth (13th) year of service, the daily rate of pay multiplied by eighty (80) percent of the number of days of sick leave accumulated after July 1, 1982, upon termination.
      - (7) Effective July 1, 1990, any sick leave taken shall be charged first to those days accrued prior to July 1, 1982.
    - b. In addition to the above, those employees who were covered under Sick Plan A will be entitled to receive terminal pay upon retirement or death equal to one-third (1/3) of unused sick leave accumulated prior to July 1, 1982, in an amount not to exceed thirty (30) workdays' salary as determined by the mutually agreed salary schedule.
    - c. In addition, those employees who were covered under Sick Plan B will be entitled to payment upon retirement or death for unused sick leave days earned prior to July 1, 1982, based upon the non-use by employees of sick leave not to exceed the twenty (20) years prior to his/her retirement or death by the following schedule or other such schedules as the Employer shall determine:

- (1) Where an employee has used ten percent (10%) or less sick leave, he/she shall be entitled to 120 workdays pay.
- (2) Where an employee has used twenty percent (20%) or less sick leave but more than ten percent (10%), he/she shall be entitled to ninety (90) workdays pay.
- (3) Where an employee has used thirty percent (30%) or less sick leave but more than twenty percent (20%), he/she shall be entitled to sixty (60) workdays pay.
- (4) Where an employee has used over thirty percent (30%) sick leave, he/she shall be entitled to not more than thirty (30) workdays pay.

3. Payment

*Payment for the resignation, termination, and retirement benefit will be made within 30 calendar days of the effective resignation or retirement date.*

K. Employee Assistance and Wellness Program

*Upon request of the employee, and upon approval by an appropriate administrator/supervisor, release time with pay shall be granted for an initial referral to the Employee Assistance and Wellness Program for a period not to exceed one (1) workday.*

L. Annual Payment for Accumulated Sick Leave

*Employees with three (3) or more years of service with the Employer shall have the option to receive annual payment for accumulated sick leave earned for that year that is unused at the end of the school year based on the daily rate of pay of the employee multiplied by fifty per cent (50%). Days for which such payment is received shall be deducted from the accumulated leave balance. However, at no time shall the accumulated leave balance be less than ten (10) days. Once the employees elected annual payment for accumulated sick leave, they do not qualify for terminal pay for that year.*

## ARTICLE IV - EMPLOYEE RIGHTS

### A. Non-Discrimination

1. The Employer will not discriminate against any applicant or employee in job assignment and employee/employer relations on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or membership or participation in the normal activities of the DTU.
2. There will be no reprisal against any employee for processing a grievance or participating in the grievance process.

### B. Harassment

Employees shall be free from unnecessary, spiteful or negative criticism or complaints or harassment by administrators and/or other persons. Under no conditions shall management representatives express such complaints or criticisms concerning an employee in the presence of other employees, students, or parents, nor shall anonymous complaints be processed.

The Employer shall make every effort to ensure that employees shall not be subjected to harassment, abusive language, upbraiding, insults, or interference by a parent or other person in the performance of the employee's duties.

### C. Disciplinary Procedures

1. No appropriate administrator/supervisor shall reprimand or criticize an employee in the presence of the employee's co-workers or others not directly concerned. When reprimand or criticism is deemed necessary, it shall be made in a private conference, with discretion and out of public view and hearing. The following progressive steps must be followed in administering discipline, it being understood, however, that some more severe acts of misconduct may warrant circumventing the established procedure:
  - a. Verbal Reprimand
    - (1) No written conference summary is placed in personnel file
    - (2) Employees must be told that a verbal reprimand initiates the discipline process
  - b. Written Reprimand
  - c. Suspension without Pay
  - d. Termination

An employee may be demoted when, in the opinion of the appropriate administrator/supervisor, and subject to the terms of this Agreement, the employee is no longer capable of performing in the current classification.

2. It shall be the objective of those taking disciplinary action, and of the employees,

that they handle their roles by conducting themselves through proper and professional decorum to avoid embarrassment.

3. An employee summoned to the office of a principal or appropriate administrator/supervisor, or any district-level administrator for an investigatory conference or meeting which may lead to disciplinary action shall have the right to Union representation. If a Union representative is not available for the conference/meeting, the conference/meeting shall be rescheduled to a time when Union representation is available.
4. The appropriate administrator/supervisor shall promptly provide any written reprimands to the employee. The employee shall have the opportunity to make a written response to the reprimand within ten (10) days of receiving a copy. A copy of the response shall be provided to the principal or appropriate administrator/supervisor and to the Assistant Superintendent of Human Resources.
5. Employees with permanent status shall not be demoted, suspended without pay, dismissed, or have their compensation reduced as a disciplinary action, except for cause in accordance with Civil Service Rules. An appeal of such action shall be to the Civil Service Board.

D. Personnel Files

1. Personnel files of members of the bargaining unit shall be maintained in accordance with Florida Statute. Employees shall have the right to place written materials, such as commendations or summaries of achievements of noteworthy nature, in their personnel files.
2. When a request is made for access to an employee's personnel file under the Florida Public Records Law by any individual other than those authorized by Florida Statutes, the employee shall be notified at the employee's work location.
3. Except for materials pertaining to work performance or such other matters that result in 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.
4. The term "personnel file" as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee, whether maintained in one or more locations.

E. Personal Rights

The Employer shall be concerned with the non-school/work location activities of an employee only when they interfere with the discharge of the employee's duties. The

Employer places the question of out-of-school/work location activities on the part of employees purely on a professional and ethical basis. The question is placed entirely in the keeping of the conscience of the individual employee.

F. Employee Rehabilitation

Referral to or voluntary enrollment in an employee assistance program, or other rehabilitation programs, including but not limited to alcohol and drug abuse, shall not be made a part of or otherwise noted in the employee's personnel file. Such program participation shall not be used as proof or justification for any charges otherwise made against any employee.

G. Resignation/Reemployment

1. Submission

Any employee who has submitted a resignation and wishes to resume employment with the Employer may rescind such resignation prior to its effective date or at any time within six months of the effective date of the resignation. If the resignation is rescinded under the following conditions, the employee shall continue in the position without interruption:

- a. If the resignation is rescinded prior to its acceptance in writing, or
- b. If the resignation is rescinded prior to its effective date and with concurrence of the principal or appropriate administrator/supervisor.

2. Rescinding

An employee who rescinds a resignation under the following conditions shall not continue in the same position but probationary employees may obtain placement on the appropriate open register and permanent employees may obtain placement on the reemployment register:

- a. If the position has been properly filled prior to the effective date of the resignation except where the employee rescinds and the appropriate administrator/supervisor concurs as in "b." above;
- b. If the employee rescinds a resignation after its effective date and the position has already been properly filled.

3. Break-in-Service

If there has been a break-in-service, the employee who is reemployed shall serve a probationary period of six months in the new position after which the employee may apply to Human Resources for "time connection." Approved Time Connection shall be treated as continuous and creditable service for longevity (service raises) and leave accrual purposes but not for seniority.

H. Seniority

1. Where the term "seniority" appears in this Agreement, seniority shall be defined as the length of continuous service, as a Civil Service Employee, computed from the most recent date of employment, in a position now included in the bargaining

- unit certified by PERC.
2. Seniority shall not accrue during periods of employment in positions outside the bargaining unit; however, where seniority becomes a factor and two or more employees have equal seniority, the employee's total service in the district shall be compared in an effort to break the tie.
  3. An approved leave of absence and periods of up to twenty-four months due to layoff shall not constitute a break in service but shall not count as service for seniority purposes.

I. Personal Errands and Tasks

No employee shall be required to perform personal errands or tasks for any supervisor, administrator, or other employee in any bargaining unit during work hours when such benefits are of a personal nature and are not job related.

J. Children of Employees

Employees shall have the option of having their children attend school/work location at their work sites or the nearest appropriate school/work location. Consideration may be given to space and racial balance.

Employees with children enrolled at school/work location with more than one (1) calendar shall have the option of which calendar their child shall be placed. Consideration may be given to space and racial balance.

K. Processing of Complaints

When a complaint about an employee is received, the following procedure shall be followed:

1. Complaints, other than those investigated by the Superintendent, shall be investigated by the appropriate administrator who shall acknowledge, accept the complaint, and inform the complainant that the matter will be looked into.
2. The appropriate administrator shall confer with the employee, inform the employee of the complaint, receive the employee's explanation, and, if necessary, request the complainant to come in for a conference with the employee at a time mutually agreed upon by all parties.
3. The use of tape recorders or other mechanical/electronic/video devices is expressly forbidden unless all parties present agree to such use.
4. Twenty-four (24) hours' notice of any meeting to discuss a complaint from a non-supervisory person shall be given employees, and a statement of the reason for the meeting.
5. No administrative action, other than an investigation, shall be warranted or taken

on the basis of an anonymous complaint.

6. Employees shall be informed of their right of Union representation. When Union representation is requested, and the employee is to be represented by the Union, the conference must be scheduled at a time when union representation can be present.

## ARTICLE V - EMPLOYMENT CONDITIONS

### A. Hours of Work and Overtime

1. The purpose of this article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time.
2. For the purpose of computing the pay of employees, the following standard hours shall govern the workweek, the workday, and normal shift hours.
  - a. For a district-office-based employee, a normal workday is eight hours, exclusive of a one-hour duty-free lunch. A normal workweek shall consist of five consecutive days between Saturday morning at 12:01 a.m. and continuing through Friday midnight.
  - b. For a school-based employee, a normal workday is seven hours, exclusive of a thirty-minute duty-free lunch. A normal workweek shall consist of five consecutive days between Saturday morning at 12:01 a.m. and continuing through Friday midnight.
  - c. In the event the Employer determines that a change in the length of the normal workday for a certain classification of employee is necessary, it will negotiate the impact of the change.
  - d. As scheduled by the principal or appropriate administrator/supervisor, employees are entitled to take two fifteen-minute duty free break periods, one in the morning and one in the afternoon.
  - e. Employees will be paid overtime at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty hours in a workweek. Paid holidays, annual leave, and paid sick leave shall be counted as part of the workweek for purposes of calculating overtime pay. Any overtime earned in a pay period will be paid in that pay period.
  - f. No employee may authorize overtime for himself, but shall be entitled to receive overtime as appropriately authorized by his supervisor.
  - g. School-based ten (10)-month employees may be employed at their regular worksite during such holiday periods upon request and with the approval of the school principal.
  - h. Ten (10)-month employees shall not be required to work holiday periods unless the employee works a nontraditional schedule or a critical need exists as determined by the Employer.
  - i. Except in the case of a temporary emergency, if an individual employee's regularly scheduled work hours must be changed, the employer shall discuss the change with the employee and attempt to reach an agreement which is mutually agreeable to both. If an agreement cannot be reached, the final decision shall be the Employer's so long as the decision is not unreasonable, arbitrary or capricious. Reasons for such decision will be reduced to writing and provided to the Employee, if requested by the Employee within ten (10) days of the schedule change.

- j. Once an employee position has been budgeted through a budget cycle with specifications for the length of the work year and workday, the supervisor may not arbitrarily modify the work year or day. Justification for any such change will be provided on a budget transfer form and/or Personnel Change Form.

B. Holidays

1. Employees shall observe those holidays established by the Employer, which fall within their work year, as follows:
    - Independence Day
    - Labor Day
    - Veterans Day
    - Thanksgiving Day and the Day After
    - Winter Holidays (Two Days)
    - New Year's Day
    - Martin Luther King, Jr.'s Birthday
    - Spring Holiday
    - Memorial Day \*
- \* 10-month employees will be provided Presidents Day in lieu of Memorial Day when Memorial Day falls after the close of their employment year.
2. Whenever an observed holiday shall occur on an employee's scheduled day off, the Employer may select to schedule the employee to take a day off at another date mutually agreed to or to compensate the employee at the straight time rate in order to equalize the observed legal holidays.
  3. Any employee who shall be required to perform work or to render services on one of the holidays listed above shall be compensated at double the employee's regular straight time hourly rate for any hours worked.
  4. A permanent or probationary employee covered by this Contract shall receive payment for those paid holidays listed above unless:
    - a. The employee has an unexcused or unpaid absence on the last regular workday preceding such holiday and on the regular workday following such holiday; or
    - b. The employee fails to report for work without justifiable reason for such absence after having been scheduled to work on such holiday.
  5. Whenever any of the holidays established by this Contract falls on a Sunday, the following Monday shall be observed as the official holiday. Whenever any holiday shall occur on Saturday, the preceding Friday shall be observed as the official holiday.

C. Holidays/Calendar

*A calendar shall be negotiated by the parties.*

D. Summer-School Assignment

1. Applications for summer-school assignments shall be submitted to the Director of Staffing no later than the date established by Human Resources. The applicant must have worked in the same or similar assignment during the preceding regular school year, and hold the appropriate Civil Service classification.
2. Priority for summer-school assignments shall be given to the incumbent employee who performed the assignment during the regular school year.
3. Should the incumbent employee be unavailable for summer-school assignment, applicants who meet special needs of the school will be given priority.
4. Employees who worked the previous summer will be given consideration after all other applicants.
5. If more than one applicant meets the requirements for priority set forth above, then seniority will be the determining factor.
6. Employees may also apply for and receive consideration for other summer employment.
7. No leave without pay shall be taken by the employee during the summer school assignment.

E. Employee Evaluation

The parties agree that all employees are entitled to a fair, equitable, and impartial evaluation. The purpose of the evaluation is to assure superior employee productivity, but not to be utilized in a retaliatory manner or as a reprisal against an employee.

1. A copy of the employee's official evaluation, as intended to be placed in the personnel file, shall be provided to each employee at the time the employee's signature is affixed no later than April 15 of each year. A conference to discuss the specific areas in need of improvement shall be conducted at the employee's request. Any employee may file a written objection to an evaluation given by their appropriate administrator/supervisor. Such written objection shall be made a part of the official personnel file.
2. Before an employee can be given an unsatisfactory performance rating, the following procedure must take place:
  - a. The appropriate administrator/supervisor must have made written documented observations of the employee's deficiency/performance.
  - b. The purpose of the documented unsatisfactory performance shall be to

- provide remediation of the employee's deficiency/performance.
- c. For the purpose of this Contract, remediation shall mean counseling and assistance for the purpose of correcting the specific area of deficiency/performance.
  - d. The nature of the specific area of deficiency/performance and remediation shall be communicated to the employee throughout the school year in a clear, concise, and consistent manner, and prior to an unsatisfactory deficiency/performance assessment/rating being given.
  - e. The employee shall receive a plan for remediation in writing within five (5) days after receiving an unsatisfactory deficiency/performance assessment/rating.
  - f. Upon request of the employee, the appropriate administrator/supervisor shall provide the employee copies of all documented observations.
  - g. The employee shall have the right to grieve an unsatisfactory deficiency/performance rating when the employee believes that any of the sections or provisions of this Contract have been violated.
3. Each employee shall be evaluated by the school principal or appropriate administrator(s) with input from supervisors, as appropriate.
  4. For the purpose of definition, the "appraiser" shall be the supervisor. The reviewer shall be the appropriate administrator.
  5. In an effort to review the Civil Service evaluation form, the Employer agrees to facilitate a task force between affected bargaining units to review and make recommendations to the form.

F. Voluntary Transfer Requests

1. Employees desiring to voluntarily transfer to another school or department, including transfers when there is a staffing for a new facility or when the major role of a facility is altered, shall submit a district transfer request form to Human Resources. These requests shall be given first priority over all other applicants for the position, subject to subsection 2 below.
2. When more than one employee has on file a current transfer request for the same position, the position may be filled after interviews from among the qualified applicants. All employees who are interviewed shall be notified of the selection decision. In the event that the appropriate administrator/supervisor rejects all applicants interviewed, the appropriate administrator/supervisor shall submit reasons in writing to Human Resources, prior to being offered alternative sources of applicants. In any event, all voluntary transfers shall be subject to the approval of the Superintendent or designee. Once approved, the employee will not be arbitrarily or capriciously denied the ability to transfer within three weeks.
3. An employee who has been denied an interview under this transfer procedure may appeal to the Director of Staffing and then to the Assistant Superintendent for

Human Resources for review of the transfer request. This appeal does not limit the employee's rights under the grievance procedure.

4. All applicants who have listed a particular school or department on their transfer request form shall be considered, the employee's preference of the request (1 –5) notwithstanding.
5. Requests for voluntary transfer to available vacancies shall remain active for one year from the date of receipt by the Human Resources.

G. Initial Employment Rights

Upon initial employment, employees shall be provided a copy of current evaluation forms and procedures along with the current Civil Service job specification.

H. Orientation

Employees in the bargaining unit assigned to a new position shall receive immediate orientation to the position and training by the appropriate on-site supervisor.

I. In-Service

1. Professional education in-service training will be provided by the combined efforts of the Employer and/or the City of Jacksonville Training and Staff Development Department. Professional Development for job-related responsibilities for the employee will be offered on a regular basis and any request to attend shall not be arbitrarily or capriciously denied. UOPD shall have input into the planning, instruction, and implementation of in-service. Such training shall include topics such as: job responsibilities, evaluation procedures, worksite and district policies, district and worksite required forms and reports, use of computers, use of computer software and upgrades, use of communications systems, and other appropriate topics.
2. Training/in-service opportunities shall be posted in an area easily accessible to all employees.
3. All Employer required in-service shall be provided during the employee's workday.
4. Tuition Reimbursement Program: One-half (½) of tuition and book costs paid by the Employee for college credit courses shall be reimbursed to the employee under the following conditions:
  - a. The Program must have been approved in advance by the Employer;
  - b. The employee shall successfully complete the course by earning credit hours and a grade of "C" or better. A pre-approved program application is valid for two (2) years;
  - c. The employee shall submit official receipts and transcripts upon successful completion of the course;

- d. The total amount of reimbursement to these Employees, and the Paraprofessionals, shall not exceed \$20,000.00 in one fiscal year. This \$20,000 shall be split 65% for Paraprofessionals and 35% for UOPD. Any dollars left over at the end of the fiscal year in the allocation for one group shall be divided between the Employees in that group who submitted receipts in excess of the \$1000 cap referred to in paragraph f. below to be divided in proportion to the amount of dollars submitted above the cap.
- e. Employees not on leave shall not be limited in the number of classes they may take each semester. Employees on leave shall not be eligible for reimbursement; and
- f. The employee shall be responsible to comply with the criteria of the tuition reimbursement program. The reimbursement amount for any one Employee shall be capped at \$1000 per year effective December 1, 1996. In order to receive reimbursement, the Employee must submit all receipts and transcripts within thirty (30) calendar days from the end of the term in which the class or classes were taken.

J. Clean and Safe Conditions

- 1. *The Employer shall provide clean classrooms, restrooms, work areas, cafeterias, and other facilities used by employees subject to reasonable limitations. The employee shall make all reasonable efforts to maintain her/his work area in safe condition, including reporting observed needs to the principal or her/his designee/appropriate administrator/supervisor.*

*Each employee shall be furnished a safe place of employment as defined in the laws of Florida and the United States and the Florida Worker's Compensation Act, Florida Statute 440.56, which states:*

*"Every employer, as defined in F.S. 440.02, shall furnish employment which shall be safe for the employees therein, furnish and use safety devices and safeguards, adopt and use methods and processes reasonably adequate to render such an employment and place of employment safe, and do every other thing reasonably necessary to protect the life, health, and safety of such employees. As used in this section, the terms 'safe' and 'safety' as applied to any employment or place of employment shall mean such freedom from danger as is reasonably necessary for the protection of the life, health, and safety of employees or the public, including conditions and methods of sanitation and hygiene. . . ."*

- 2. *Employees are responsible for the security and safety of students, but should it become necessary for a school/work site to be placed under the control and management of an outside agency, employees shall not be required to serve as security personnel.*
- 3. *In the event of a bomb threat, employees shall not be required to re-enter an evacuated building to search for a bomb.*

4. *Employees shall not be required to serve as security personnel for the purpose of the search and/or seizure of unauthorized goods brought into a school/work site by students.*
5. *In cases of assault on any employee during a work-related incident, the Employer will assist the employee in securing applicable benefits and rights.*
6. *In the event an employee is involved in an accident or injury, an accident report will be completed within twenty-four (24) hours and distributed as prescribed by Administrative Directives.*

K. Tobacco Free Schools/Work Locations

In order to safeguard the health and safety of employees and students, the use of tobacco products at any school/work location site, is prohibited. "School site" shall be defined as any building used for pupil attendance, or part thereof, and the grounds upon which such building is located. "Tobacco products" shall be defined as all lighted tobacco products, including but not limited to cigarettes, cigars, pipe tobacco, and all smokeless tobacco products, including but not limited to snuff and chewing tobacco. As a part of the Employee Assistance and Wellness Programs, any employee desiring to participate shall be provided a smoking cessation program at no cost to the employee.

L. Salespersons

1. *In no event are salespersons to disturb employees while at a school/work location, or while involved in work-related activities, except as part of the employee's assigned duties.*
2. *Attendance at any presentation given by a salesperson shall be voluntary. If such presentation is in conjunction with any other meeting, it shall be scheduled at the end of the meeting.*

M. Surplus

1. For the purpose of this Contract, the term "surplus" does not necessarily mean layoff. A surplus is equivalent to an involuntary transfer, if sufficient vacancies exist. Otherwise, the layoff procedures as provided in the Civil Service Rules will apply.
2. If a reduction in the number of employee positions becomes necessary within each school/work location due to budgetary reasons, the criteria for identifying surplus employees shall be job classification and district seniority. Responsibility centers as used in this paragraph refers to a cost center such as school or a district office department.
3. Employees on approved leaves of absence will be considered with active employees when necessary to surplus employees.
4. Employees surplused in accordance with this section shall be considered for

reassignment prior to new employees being hired and together with transfer requests for similar positions. Nothing in this section shall prevent any employee in a school/work location identified as having to lose employees by surplus from consideration to be declared surplus, except an employee who is involved in written disciplinary procedures.

5. Involuntary transfer notices will be sent to each surplus employee prior to the transfer date. Such notices will include the job title, cost center, length of day, length of contract year, and hourly salary rate for both the current and new positions.
6. Any decision made regarding Administrative Redirection which impacts the wages, hours or terms and conditions of employment of this unit shall be negotiated prior to implementation.

N. Promotion

1. For the purpose of implementing promotions in the schools/work locations of Duval County, promotional opportunities shall be filled from a system-wide promotional register maintained by Classified Personnel for this purpose. Individual schools/work locations shall not maintain separate promotional registers.
2. In the event that there are more vacancies than there are candidates on the promotional register, those candidates will fill the vacancies according to Civil Service Rules and past practice except in accordance with the provisions of sub paragraph 4 below.
3. If a candidate declines two (2) promotional positions, the candidate's name shall be dropped from the list within ten (10) days.
4. The following Pilot Program is effective upon ratification of the 01 – 02 Amendment and is to be terminated no later than June 30, 2003 or upon mutual agreement between the DTU and the DCSB, whichever occurs first.

An employee with permanent status in his/her current position and who has at least one year satisfactory service in a full-time position with the District at the time of accepting a position in a higher pay grade from an Internal Priority II or Open Eligibility list, may revert to a position in his/her previous class or comparable class as if she/he had never left. If, at the time of reversion, a vacant position in the employee's previous class or comparable class does not exist, the employee shall be placed in a surplus pool at the appropriate lower pay of the original class until such time as a vacancy does exist but not for a period time greater than six months. At that time, the employee may be placed in any available unit position for which qualified at the designated position salary, during which time, but not for longer than six months, an appropriate placement will be

sought.

5. The examination application shall contain language that notifies an applicant of his/her rights following a denial by the appropriate administrator. The language shall be mutually agreed upon by the parties.

O. Substitution

1. Employees assigned to school sites shall not be assigned to instructional responsibilities in the absence of a teacher.
2. Employees shall not be regularly assigned to teacher supervisory duties of hall, bus, cafeteria, restroom, door, or playground duty.

P. Video Display Terminal

1. "Notification of promotional examination" and applications for employment printed subsequent to this Contract shall include appropriate notice that the position may require the use of equipment with video display terminals.
2. Employees who are pregnant and under a doctor's supervision may request temporary reassignment from VDT equipment at no loss of pay, status, or benefits for the duration of the pregnancy if alternate work within the school/work location for which the employee is qualified is available. Such alternate work may involve roving or substituting assignments. Temporary assignments under this section shall not result in increased cost to the District, unless otherwise provided by Civil Service Rules.
3. Employees who spend a majority of the workday working with a VDT shall be permitted to perform other job-related duties (e.g., answer telephones, file, etc.).
4. A joint commission shall be established and composed of equal representatives of the Employer and DTU/UOPD. The Commission shall determine the feasibility of an explore the options for implementing a comprehensive study of the work stations and job safety of Employees working on VDT's, and such other matters that relate to the use and operation of VDT's by Employees in the bargaining unit. The Commission shall review the possibility and cost of obtaining experts in the area of Computer Ergonomics. The first meeting of this Commission will be within sixty days of the date of this Agreement. After the initial meeting, the Commission shall submit a schedule of meetings to the Superintendent and the President of DTU. The Commission shall make periodic reports and recommendations to the Superintendent and the President of DTU.

Q. Posting

*The following shall be posted in a timely manner every other week on the bulletin boards in each school/work location and on each floor of each administrative building:*

1. *Test Date Announcements*
2. *Course/Training Opportunities*

3. *PERC notices (as required by PERC)*

*At such time as is feasible, all vacancies shall be posted in a timely manner and available to all work sites on electronic bulletin boards or by other technological means.*

R. Task Force and Annual Review

The parties agree that the current model for expanded joint decision-making must be continued in order to accommodate the every-increasing range of education topics requiring joint deliberations and the development of joint recommendations.

A joint Reclassification Task Force shall be established and composed of representatives of DCSB and DTU/UOPD. Composition shall be ten (10) members, five (5) will be appointed by DTU/UOPD and the remainder will be named by the Superintendent. The Task Force shall direct its attention to the total area of job classifications, reclassification, job descriptions, pay grade assignments and adjustment(s), and such other matters that relate to the classification system for the employees in this bargaining unit. The Task Force shall not be restricted in establishing an as-needed basis for proceeding to complete its task of a job study and review of positions or in obtaining experts in the area of reclassification.

Additionally, the parties agree to meet annually thereafter to review reclassification, classification, appeal, grade adjustment and such other matters that relate to the classification system.

S. School Calendars

1. *Calendars-School calendars negotiated for the years 1995-98, inclusive, will be subject to renegotiation if and when either party to this agreement determines the calendars to be in error. Should either party make such a determination, the moving party must advise the other party in writing, defining the error(s) and requesting that renegotiation of the calendar(s) be initiated. Negotiations must begin within ten (10) workdays following receipt of the written notification.*

*Both parties agree that should the school district initiate a pilot calendar that differs from the traditional school calendar (four quarters, nine weeks each), a separate and appropriate school calendar will be negotiated beginning ten (10) days following notification by the School Board.*

*By mutual agreement, any or all of these calendars may be renegotiated.*

*DTU input will be sought prior to the implementation of any modified school year program. Any item in such a program which is a change that impacts school calendars, wages, hours, terms and conditions of employment of any employee(s) shall be negotiated prior to implementation.*

2. Interpreter Calendar-

The work calendar of a ten (10) month interpreter shall be the maximum number of compensated days between the first day students report to school and the last day students report to school to include the 180 days students are in attendance, two (2) planning days, plus all holidays compensated other civil service employees working during the same period.

T. Four-Day Week/Flexible Work Schedules

1. *The parties shall discuss the need for establishing a four-day workweek prior to implementation of a four-day workweek. In the event the Employer determines that a change in the length of the normal workday for a certain classification of employee is necessary, it will negotiate the impact of the change. Employees affected shall be given no less than three weeks' notice of the changed schedule.*
2. *Employees shall be entitled to three days off at the completion of the four-day workweek*
3. *Flexible work schedules are encouraged and may be developed for both school-based and district employees upon mutual agreement of the Parties.*

U. Safe School Task Force

*The parties' practice of establishing joint task forces and committees with equal representation has constituted a major step in the establishment of shared decision-making allowing the parties to develop new and positive working relationships. The parties agree that the current model for expanded joint decision-making must be continued in order to accommodate the every-increasing range of educational topics requiring joint deliberations and the development of joint recommendations. It is understood that significant and ongoing training of both parties' representatives will be required.*

1. *While there are schools where students and employees are not confronted, in light of the 1991 Federal Department of Education nationwide survey in which 37% of urban teachers reported that physical conflicts among students were a moderate or serious problem, the parties agree to establish an ongoing Safe Schools Task Force for the duration of this Contract, in an effort to resolve/establish the following charges, including, but not limited to:*
  - a. *Schools must be safe havens where children can study and learn; and*
  - b. *The Code of Student Conduct for students; and*
  - c. *Anti-violence curricula and non-traditional teaching strategies to counter violence in the schools and the community; and*
  - d. *Violence-prevention training for school staff and victim support systems to work with school personnel and others who are victims of violence, as well as the traumatized school community; and*
  - e. *Provision will be made for emergency two-way communication between the work site's administrative offices and outlying buildings or isolated classrooms; and*
  - f. *Parking lots for employees shall be enclosed by a security fence around*

- the parking area; and*
- g. Leaves/transfers for employees in the event of a legitimate threat of an assault upon their life or the actual physical assault to the life of an employee.*

- 2. The composition of the Task Force shall be 14 in number, with equal representation of the parties. It shall be provided sufficient resources, consultants, and staff as may be necessary to complete its assigned charge. Immediately upon ratification of this Contract, the Task Force shall be implemented. At least once a year, thereafter, joint recommendation(s) shall be submitted to the President of DTU and the Superintendent for approval and implementation.*

**V. Child Care Programs**

*Childcare programs for children of employees are encouraged at school/work locations where feasible.*

**W. Drug and Alcohol Abuse Policy and Procedures**

*1. Definitions*

- a. "Alcohol Abuse" means the use of alcohol or alcoholic beverages, on or off duty, which impairs or adversely affects the employee's ability to perform his/her job duties. The use, or being under the influence of alcohol or alcoholic beverages on the job by School Board employees is strictly prohibited.*
- b. "Drug Abuse" means the use of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.*
- c. "Illegal Drugs" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.*
- d. "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" means those guidelines as printed in the April 11, 1988 Federal Register (53 FR11970), as they may be amended from time to time.*
- e. "Reasonable Suspicion" is a suspicion which is based on specific, objective facts derived from surrounding circumstances from which it is reasonable to infer that further investigation is warranted.*

- 2. The Employer may require an employee to submit to drug and alcohol testing under any of the following circumstances:*
- a. Whenever at least two administrators have reasonable suspicion that an employee is using, under the influence of, or in possession of illegal drugs or alcohol while on duty; or that the employee is abusing alcohol or illegal drugs and the abuse either adversely affects his/her job*

*performance or represents a threat to the safety of the employee, his/her coworkers, or the public.*

- b. Whenever an employee is involved in a serious accident or repetitive accidents involving personal injury or property damage which could result in liability of, or loss to the Employer, including Workers Compensation` liability.*
- c. At any time within one year after an employee has been counseled or otherwise disciplined because of a problem with alcohol or illegal drugs, has tested positive for the presence of alcohol or illegal drugs, or has completed initial rehabilitation for a problem with alcohol or illegal drugs, whichever is later.*

3. *Testing Procedures and Results*

*The testing procedures and the test result procedures shall be the same as those set out for the Omnibus Transportation Employees Testing Act of 1991 (OTETA) and shall be incorporated herein by reference. The Employer and DTU shall mutually agree on these procedures and any forms to be utilized prior to implementation.*

4. *Disciplinary Action*

- a. Any employee who fails to pass a drug or alcohol test shall be subject to discipline, up to and including discharge from employment.*
- b. Any employee who refuses to submit to alcohol and/or substance abuse testing as required by this article, shall be subject to discipline, up to and including discharge from employment.*
- c. The implementation of these procedures and any document relating to the implementation of these procedures shall remain strictly confidential. Any employee who violates this confidentiality provision shall be subject to discipline.*
- d. Any employee who intentionally provides false information regarding an employee in the implementation of these procedures shall be subject to discipline.*

5. *Rehabilitative/Corrective Action*

*The Employer may refer an employee to and require an employee to attend the Employee Assistance Program after he/she has tested positive for the presence of alcohol and/or illegal drugs as a condition of continued employment. This section shall not be construed to limit the Employer's right to take appropriate disciplinary action when an employee test positive for the presence of alcohol and/or illegal drugs.*

6. *Cost*

*The employer will pay the cost of any physical examination and test required by this article.*

7. *General Intent*

*The general intent of this policy is to assist the employer in determining whether employees are using alcohol or drugs or are under the influence of alcohol or drugs during the workday. It is not the intent of the Employer to interfere in an employee's personal life or to determine what an employee may choose to do outside of the workday.*

## ARTICLE VI - LEAVES

### A. General Provisions

1. A leave of absence shall not be considered a termination of employment.
2. An employee on approved extended sick leave, illness/injury-in-the-line-of-duty leave, or personal health leave who has been cleared to return to work by the employee's physician shall be entitled to return to pay status.
3. An employee wishing to return from an approved extended leave, other than sick, illness/injury-in-line-of-duty, or personal health leave, shall file a request for reassignment to the Director of Classified Personnel at least thirty (30) days prior to the intended date of return.
4. The Employer shall have the right to cancel any leave of absence which is used for purposes other than for which it was granted.
5. Employees going on Leave-Without-Pay before completing their contract year will have their anniversary date adjusted only for those days up to the last contract day.

### B. Sick Leave

#### 1. Application

Full-time employees who are unable to perform their duties in the school because of illness or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative such as grandfather, grandmother, grandson, granddaughter, uncle, aunt, niece, nephew, grandparent of employee's spouse, or anyone of like relationship by marriage, or a member of his own household, and consequently has to be absent from his work shall be granted leave of absence for sickness by the Employer. The following provisions shall govern sick leave:

#### 2. Accrual and Use Rate and Increment

- a. An employee employed on a full-time basis shall be entitled to four (4) days of sick leave at the end of the first month of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment in which the employee works a minimum of five (5) workdays in the month, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee; provided that the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment; provided that such leave shall be taken only when necessary because of sickness as herein prescribed. If the employee terminates his or her employment and has not accrued the four (4) sick days available to him or 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; provided that there shall be no limit on the number of days of sick leave an employee may accrue.

- b. In accordance with Duval County School Board policies, an employee may authorize his or her spouse, child, parent, or sibling who is also an employee of the Duval County Public Schools to use sick leave that has accrued to the authorizing employee, provided that the recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this paragraph shall have no terminal pay value as provided in Article III section J 2 (Terminal Pay (sick leave)).
- c. As used in this section, one day of sick leave for the purpose of accrual and use shall mean to be the equivalent in hours and may be accrued over two pay periods per month. Any portion of leave days accumulated may be taken and charged in increments of not less than thirty (30) minutes provided, that the leave may be taken only in one-half (½) day increments if any portion of the requested leave will be during student contact.

3. Employee's Responsibilities Information

All employees covered by this Contract shall be required to furnish to the Employer such information as may be requested for the proper administration of this section. For an absence of six (6) or more consecutive days to be charged against sick leave, a certificate from a medical doctor will be required prior to the issuing of the employee's next payroll warrant. When the employee requests to return to work, the doctor's certificate shall contain information on whether the employee can return to work without medical limitations with regard to the employee's performance of the duties normally associated with the job classification.

4. Bereavement Leave

Up to six (6) days of sick leave may be taken at the time of the death of a member of the employee's immediate family. If unusual circumstances exist, with a letter of justification, additional sick leave may be granted by the School Board.

5. Annual Cash-In of Unused Sick Leave

Beginning July 1, 1982, any employees covered by this Contract with three (3) or more years of service shall have the option to receive annual payment for accumulated sick leave earned for that year that is unused at the end of the school year based on the daily rate of pay of the employee multiplied by fifty (50%) percent. Days for which such payment is received shall be deducted from the accumulated leave balance. However, at no time shall the accumulated leave balance be less than ten (10) days.

6. Employee's Responsibility-Notification  
All employees covered by this Contract will notify their appropriate supervisor, reasonably in advance of their scheduled reporting time on the first day of their intended absence due to illness. Such notification will also include anticipated length of absence if known. Employees shall be advised at each school/work location of the procedures for taking leave and reporting absences. Such procedures shall be provided in writing upon request. An employee who is absent without notice for three (3) consecutive workdays may be deemed to have abandoned the position and resigned. Extenuating circumstances to the above shall be given due consideration.
  
7. Failure to Comply  
Should an employee covered by this Contract be absent due to illness and fail to comply with the required sick leave procedures, such absence shall be considered an absence without leave for purposes of disciplinary action and may not be charged against sick leave.

C. Annual Leave

1. All twelve month employees covered by this Contract shall accrue annual leave per the following schedule:

<u>Years of Continuous Service</u>	<u>Time Per Year Workdays*</u>
0 mths. - 4 yrs.	10
4 yrs. - 9 yrs.	12
9 yrs. - 14 yrs.	18
14 yrs. - 19 yrs.	20
19 yrs. - or more	24

\* Based on a twelve-month employment year.

2. Annual leave days shall accrue biweekly (accrued over two pay periods per month) to the credit of the employee at the rate stated above for any month in which the employee works a minimum of five (5) workdays in the month. This factor is for employees being paid for eighty (80) hours. For employees being paid less than eighty (80) hours, the biweekly factor must be calculated by multiplying the hourly accrual rate times the number of hours for which the employee is being paid. As defined in this Contract, annual leave, sick leave, jury duty, annual military training leave, and leave while on the active payroll due to illness/injury-in-the-line-of-duty shall be construed as time worked. Annual leave shall be earned during the first year of employment. Employees may take any of their accrued annual leave during their initial six (6)-months probationary period. The rate of accrual shall change to the higher rate at the start of the first pay period of the month in which the employment anniversary occurs.
  
3. Upon written request and with at least thirty (30)-days advance notice, when

required, an employee taking at least two (2) weeks of authorized paid annual leave may have advanced to him/her on his/her last regular payday prior to beginning the paid annual leave, his/her normal biweekly pay.

4. Annual leave shall be arranged by mutual agreement of the employee and the Employer. Annual leave must be scheduled consistent with the operational requirements of the Employer. In the event two or more employees request annual leave for the same period, the employee with the greatest district wide seniority shall be given scheduling preference. This seniority preference will only apply to the first annual leave period selected each year. Annual leave periods may be changed by mutual consent between the employee and the Employer. Notwithstanding any of the foregoing, the Employer shall have the right to alter annual leave schedules in an emergency as determined by the Employer. Requests for annual leave shall be responded to in a timely manner. Annual leave will not be arbitrarily or capriciously denied.
5. Any portion of annual leave which has accrued to the credit of the employee may be taken in increments of not less than one-half (1/2) hour provided no annual leave exceeds thirty (30) workdays per calendar year, except as provided in the section on Terminal Pay in the article on Benefits (Article III J). The limitation of thirty (30) days herein imposed on the taking of annual leave does not apply if the leave is taken immediately preceding or following approved leaves of absence without pay or if the annual leave is to be used for education purposes, or for continuation of salary following an illness/injury-in-the-line-of-duty after the exhaustion of other benefits, if any.
6. Past practice notwithstanding, absence on the account of sickness, injury, or disability in excess of that authorized for such purposes may, at the request of the employee and only upon written approval of the principal or designated supervisor, be charged against any accrued vacation leave allowance, shall not be unreasonably denied, and is not subject to the time limitations as outlined in this Article.
7. Should a legal holiday fall within an employee's scheduled annual leave period, the employee shall be paid for the holiday and shall not have the holiday charged against accrued annual leave. No employee covered by this Contract shall be required to take annual leave on a duty day established by the Employer.
8. An employee may apply for annual leave for absences due to periods of military leave in excess of the seventeen (17) days of paid military leave.
9. It is the policy of the Employer to encourage employees to use annual leave in the year in which it is earned. However, accumulated annual leave may be taken during the employee's final days or weeks of employment prior to separation, or the employee may be paid a lump-sum payment at separation (See "Terminal Pay" in ARTICLE III - Benefits).

10. Twelve month employees who are required to take leave because of the closing of a school/work location for school holiday periods may elect to use paid annual or unpaid leave days. Employees shall not be required to use available annual leave. In the event that the Principal closes the school and the employee does not wish to take annual or unpaid leave, it becomes the employer's responsibility to find the employee a suitable job site within the region or at a centrally located administration building for the employee to work. The employee shall be given sufficient notification of the change in job site in order to collect necessary supplies.
11. The earning of annual leave is restricted to twelve (12) month personnel. The following provisions apply to ten (10) and eleven (11) personnel who accumulated annual leave as ten (10) and eleven (11) month personnel prior to January 1, 2000.
  - a. Any ten (10) and eleven (11) month personnel who accumulated annual leave earned in the Duval County School system prior to January 1, 2000 may continue to take such leave from his/her accumulated annual leave balance and be paid for unused annual leave in accordance with rules in effect for twelve (12) month personnel in the UOPD Agreement.
  - b. Ten (10) and eleven (11) month employees will not be required to take forced leave from accumulated annual leave balances during non-student days.
  - c. The choice by any of these employees to utilize unpaid leave for days not worked is the choice of each employee. These employees bear the responsibility for the impact such choice would have on break in service and on employment anniversary dates.
12. Employees who work twelve (12) months (at least 260 days) shall be granted four (4) additional holiday days between Christmas and New Years. These days shall not be counted against the employee's accrued leave, nor shall they be cumulative if for any reason they are not used by an employee.

D. Personal Leave With Pay

1. An employee may be absent six (6) days each school year for personal reasons; provided, however, that such absences for personal reasons shall be charged only to accrued sick leave; and provided further, that leave for personal reasons shall be non-cumulative and shall not create an undue hardship for a particular school/work location.
2. The procedure for notifying the appropriate administrator/supervisor of intent to use personal leave with pay shall be the same as for sick leave with pay, reasonably in advance of their scheduled reporting time on the first day of their

intended absence. However, when personal leave with pay is requested for a day preceding or following a holiday or a non-workday for employees, the leave will be requested in advance except for emergencies.

3. The only explanation required for using personal leave with pay shall be personal business.

E. Personal Leave Without Pay

1. Upon the written request of an employee, the Employer may grant the employee leave of absence without pay for personal reasons for a period or periods not to exceed ten (10) workdays in a calendar year.
2. Additional leaves of absence without pay for up to six (6) months may be granted upon request of a permanent employee subject to approval of the Superintendent or his designee. Such leave may be extended for an additional six (6) months upon recommendation of the Superintendent or his designee. A valid reason must be given to justify leaves of absence.
3. An employee who is granted a leave of absence shall be an employee of the Employer while on such leave and shall be returned to the same position or a different position in the same classification and same school/work location upon termination of the approved leave of absence. In the event no vacancy exists at the time, the employee will remain on leave until the first vacancy for which she/he is qualified occurs.
4. An employee who fails to return from a leave of absence will be deemed to have resigned.

F. Personal Health Leave

1. Any permanent employee who requests a leave of absence without pay for health reasons, shall be granted the leave for a period of up to ninety (90) days, and the position shall be held for the employee's timely return. This leave period may be extended by the Employer for additional periods of up to ninety (90) days as supported by a statement from the attending physician, for the following reasons:
  - a. Insufficient accumulated sick days to cover duration of illness.
  - b. Extended illness or health problems causing temporary disability.
  - c. Inability to work due to pregnancy or illness related to pregnancy.
2. Request for health leave for six or more days shall be accompanied by a licensed physician's statement attesting to the illness. An employee using six or more consecutive days of personal health leave shall provide the Payroll Office, 1701 Prudential Drive, Jacksonville, Florida 32207, a statement from the employee's physician as evidence of satisfactory physical condition before returning to work.

G. On-the-Job Injury/Illness

*Employees shall be entitled to all compensation and benefits as provided in Chapter 440, Florida Statutes. In addition, a member of the bargaining unit shall be entitled to illness/injury-in-the-line-of-duty leave at regular pay (reduced by the amount of worker's compensation received in the form of temporary disability paid by reason of such injury or illness) for a period of seven (7) days when he has been absent from his 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. Health insurance benefits for the employee shall be covered by the Employer during the time an employee is on illness/injury-in-the-line-of-duty leave. The following requirements shall be observed for illness-in-line-of-duty leave:*

1. *This provision shall apply only to uncommon diseases such as meningitis and scarlet fever and illnesses commonly called "childhood diseases" such as chicken pox, mumps, measles, etc. This will not include the common cold, influenza, or diseases which ordinarily would spread among the total population.*
2. *Any employee who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall file the appropriate claim report with the school principal.*
3. *Claims for illness-in-the-line-of-duty shall be approved and payment thereof authorized upon determination that:*
  - a. *The claimant came in contact with the disease at claimant's work location.*
  - b. *Symptoms of the diseases became evident and were diagnosed by a physician during the incubation period of the disease.*
4. *It shall be the responsibility of the claimant to furnish conclusive proof of his meeting the above-stated guidelines. Employees may use accrued sick and annual leave after supplemental pay benefits cease.*

H. Insurance Benefits - Leaves of Absence Without Pay

1. Employees on leave without pay shall have the option to continue, at their own expense, insurance or similar benefits to which the employee would normally be entitled.
2. Payment for premiums may be made monthly, quarterly, or annually, in advance, by the 25th of the month for the following month(s), as arranged in advance by the employee.

I. Pregnancy/Maternity Leave

Employees requesting leave of absence due to pregnancy/maternity may apply for sick leave or personal health leave. Upon exhaustion of all accumulated sick leave, an employee may apply for annual leave with pay for absence due to pregnancy/maternity. The leave request shall be accompanied by a physician's statement that the employee is

physically unable to work.

J. Adoption Leave

Employees requesting leaves of absence for the purpose of adoption of a child or to fulfill the requirements of an adoption agency shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody, or prior to receiving such custody. The employee shall be entitled, upon request, to personal leave without pay, or in the cases where the child is ill, to sick leave.

K. Military Leave

1. With Pay

- a. In meeting their obligation of the United States Armed Services, all employees shall be granted military leave with pay for not more than seventeen (17) workdays. Requests for such leave must be in writing and countersigned by the appropriate administrator/supervisor. A copy of orders and, in the case of ten (10)- and eleven (11)-month personnel, written evidence that effort has been made to serve the duty at a time school/work location is not in session must be attached.
- b. An employee may apply for annual leave for periods extending beyond the seventeen (17) days of paid military leave provided above.

2. Without Pay

In meeting their obligation to the United States Armed Services, all employees shall be granted military leave without pay for periods extending beyond the seventeen (17) days of paid military leave. Requests for military leave must be in writing and countersigned by the appropriate administrator/supervisor. A copy of orders and, in the case of ten (10)- and eleven (11)-month personnel, written evidence that effort has been made to serve the duty at a time when school/work location is not in session must be attached.

L. Court or Jury Duty

1. An employee shall be granted full pay and benefits for appearance in court under the following circumstances:
  - a. Summoned to appear as a juror.
  - b. Summoned to appear as a defendant in an action arising out of and in the course of his/her employment with the Employer.
  - c. Summoned to appear as a witness (except as a character witness) in any civil or criminal action in which the employee is not the defendant or the plaintiff.
2. Any payments received from the court for such appearance may be retained by the employee.
3. An employee must provide written documentation of date and time for jury duty and summons (copy of summons, clerk certificate, judicial assistant confirmation,

or attorney acknowledgements). If reporting for jury duty or summons is within the first two (2) hours of the normal workday, the employee need not report to work first. Otherwise an employee may leave one (1) hour prior to reporting time if within Duval County or reasonable travel time if outside of Duval County. An employee will be granted one (1) hour of travel time within Duval County from the time dismissed to return to work and reasonable travel time if outside of Duval County. If the employee is released within two (2) hours of the end of the normal workday, then the employee will not need to return to work that day.

M. Educational Leave

Permanent employees shall be entitled to extended professional leave without pay for a period of one year. Such leave shall be granted only to employees with satisfactory ratings who carry not less than the number of semester hours required of the average student enrolled at that institution taking undergraduate work toward a degree. Such leave may be extended for an additional year.

N. Temporary Duty Elsewhere (TDE)

1. Assigned duty elsewhere (temporary duty) may be granted by the Employer upon the request of an employee, provided such duty is in the interest of the school/work location or school system. An employee so assigned shall be considered in regular service but on temporary duty and shall continue in the same pay status for the period of time approved. The Employer may assign an employee to temporary duty when it is in the best interest of the school system. Temporary duty shall not be assigned in a discriminatory manner. Temporary duty may be granted to employees for assignments which may include, but not be limited to the following:
  - a. To attend duty-authorized conferences and conventions of national, regional and state organizations in the field in which the employee is directly involved;
  - b. To attend PTA/PTSA regional and state conferences and conventions;
  - c. To attend conventions or conferences of recognized civic groups;
  - d. To attend state meetings of educational sororities and fraternities; (In items "a" through "d" above, the employee must be an officer, official delegate, or have a significant part on the program.)
  - e. To attend meetings and conferences as the representative of the Superintendent. Only the Superintendent will approve this type of assignment.
  - f. To participate in a staff development program approved by the Board; and,
  - g. To attend meetings of education legislative committees.
2. Any assigned duty outside of Duval County shall be by mutual consent of the employee and the Employer. An employee performing this duty outside Duval County shall be reimbursed for expenses according to Chapter 126, Part 7, of the Ordinance Code of the City of Jacksonville.
3. The parties agree that "Assigned Duty Elsewhere (temporary duty)," as used

herein, may be used for any employee labor unions' or labor organizations' activities, at the discretion of the Employer.

## ARTICLE VII - PROFESSIONALIZATION OF OFFICE EMPLOYEES

### A. Preface

Notwithstanding the wide range of currently available career opportunities for DCSB employees, the task at hand is to make this district even more appealing and progressive in today's competitive market to attract and retain excellent employees.

### B. New Employee Orientation

Every effort shall be made by the Parties prior to the conclusion of the 1993-94 school year, to develop a New Employee Orientation Program. This program shall be developed and mutually agreed upon by the Board and the Union.

### C. Office Employee of the Year

The Union and Board, in their continuing efforts to recognize outstanding office personnel, shall present a letter of recommendation for an Office Employee of the Year be established for the 1993 Florida School-Related Employee of the Year Program.

The Parties agree that a representative of the UOPD/DTU shall be added to the Florida School-Related Employee of the Year program beginning with 1993.

### D. Where educational requirements are necessary to qualify for a position in Civil Service, credits from an educational institution other than colleges and universities shall be accepted when the educational institution is approved according to mutually agreed upon criteria.

### E. Sabbatical Leave

1. Rationale: A clerical employee who completes internship as teacher will return to the Duval School System as a qualified teacher.
2. Purpose / Goal: To provide the qualified and selected clerical employee a sabbatical stipend to complete a teacher internship for one semester and to provide the Duval Schools with qualified teachers from the clerical employee work force.
3. Procedure:
  - a. HR will determine the needs of the district.
  - b. A clerical employee who has rendered service for the Duval County Schools for three (3) out of the last four (4) years may apply if s/he is in a teacher education degree program with only the internship component remaining and if the state required skills test is passed.
  - c. A committee with DTU, HR, and principal representation will prioritize applicants based on the HR needs determination.
  - d. HR will conduct interview screening of the pool determined by the committee.
4. District Agreement: The district agrees to employ in a teaching position for the next school year clerical employees who successfully completed the program and can establish that all state certification requirements have been met. Employment is contingent on the fulfillment of all requirements and rules for employment. The employed clerical employee will be subject to the employment rules and laws of the State and Duval County. Subsequent employment is subject to satisfactory evaluation and renewal by the School Board.
5. Clerical Employee Agreement: The clerical employee agrees to be enrolled at all times during

the semester of sabbatical and to repay the sabbatical stipend if his/her enrollment in the program is terminated before successful completion of internship. The clerical employee agrees to be contracted as a teacher or clerical employee in Duval County for a term of no less than three years conditioned on continued qualification to be a teacher or clerical employee and on renewal by the School Board to a teaching or clerical employee position. The sabbatical stipend shall be repaid to the district should the clerical employee voluntarily resign or transfer to a position not requiring a certificate. If the clerical employee is found to be unsatisfactory or is involuntarily transferred or is terminated without cause by the district during the three-year period, no repayment will be required.

6. Stipend: The district will pay a stipend of 80% of the last salary paid to the selected clerical employee. The clerical employee must sign an agreement with the district to the conditions for the sabbatical.
7. Cap: Sabbaticals will be limited to 1% of the total number of employed clerical employees per semester and will be contingent upon funding.

## ARTICLE VIII - UNION RIGHTS

### A. General Provisions

1. *The DTU may use the grievance procedure when a dispute arises involving the interpretation or application of this Agreement, as it pertains to DTU organizational rights. Grievances under this provision shall start at Step 2 of the Grievance Procedure.*
2. *The Employer shall make available, upon request, to the DTU, existing employee lists and any other available documents that are subject to the "Public Records Law".*

### B. Meetings/Visitations/Solicitations

1. *Consistent with the provision of Florida Statute 447.509, DTU members may hold meetings before or after the normal school day for students, or workday if non-school-based, provided such meetings do not conflict with other school activities or assigned duties of employees. A suitable location that is agreeable to both the principal or appropriate administrator/supervisor and the DTU representative will be made available for such meetings.*
2. *Representatives of the DTU may visit and confer with employees before and after the normal school/work location day for students provided such meetings do not conflict with other school activities or assigned duties of employees.*
3. *Representatives of the DTU may visit and confer with employees during their duty-free break or duty-free lunch period wherever employees normally congregate or where they eat their lunches.*
4. *Representatives of the DTU may visit and confer with employees at other times subject to the approval of the principal or the Assistant Superintendent for Personnel or appropriate administrator/supervisor.*
5. *In any event, DTU representatives shall report their presence to the main (school/work location) office at the time of entry on school/work location premises.*

### C. School Mail and Bulletin Boards

1. *The DTU shall be provided partial use of suitable bulletin boards, including at least one reserved at each school/work location and district offices (one on each floor) as designated by the Employer. The DTU agrees that it shall use space on bulletin boards provided by the Employer for the exclusive use of the Union for purposes of posting material dealing with Union business.*
2. *The DTU shall be entitled to use the school-based employees' pick-up boxes for distribution of materials dealing with Union business. Similar distribution shall be allowed for district offices through a central source as mutually agreed upon by the parties.*

### D. Negotiations

*Whenever employees are mutually scheduled by the parties to participate during working hours in negotiations respective to the Contract, they shall suffer no loss in pay.*

### E. Organizational Exclusivity

*All employee organization rights included in this Agreement shall be granted exclusively to the DTU,*

*unless and until recognition is changed or withdrawn, pursuant to Florida Statute 447, and in compliance with Florida Statutes and the Rules and Regulations of the Public Employee Relations Commission.*

*F. Administrative Directives*

*The employer shall provide the DTU with copies of administrative bulletins or memoranda which are sent to school/work locations and are related to the implementation of this Contract.*

*G. Membership Benefits Deductions*

*The Employer agrees to provide payroll deductions for DTU Membership Benefits. The charge for this service will be \$.05 per participant per deduction to be deducted from each remittance.*

*H. Leaves - Duval Teachers United*

*Upon request, a maximum of seven (7) officers, members, staff of the DTU or its affiliates, AFT, NEA, AFL-CIO, and Florida Education Association, shall be granted a personal leave of absence without pay for a period of up to one (1) school year. Such leave shall be renewable annually upon request during the term of this Contract.*

*I. Dues Deduction*

- 1. The DTU will indemnify, defend, and hold the employer harmless against any claim made and against any suit instituted against the Employer on account of any check-off of union dues.*
- 2. Upon receipt of a written authorization from an employee covered by this Contract, the Employer will deduct from the employee's pay the amount owed to the DTU by such employee for dues and its assessments.*
- 3. It is understood that this provision will provide for 22 - 26 deductions per year for all covered employees. The Employer will remit to the DTU such sums within 30 days of the deductions. Changes in the DTU membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the DTU and shall be done at least 30 days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the DTU does not give written notice to the Employer within thirty (30) calendar days, after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.*
- 4. No deduction of dues shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues to be checked off.*
- 5. An employee may at any time revoke, in writing, her/his authorization for dues deductions. Written requests received by the 20th day of the month will be effective no earlier than the first payday and no later than the second payday of the following month.*
- 6. Any employee who has payroll deductions to DTU for membership dues at the time of any unpaid leave shall have such dues deductions reinstated when she/he returns from leave, unless canceled by the employee in writing.*

*J. Early Dismissal*

*DTU representatives and/or elective officers shall be permitted to leave the work location at 4:15 p.m., if assigned to administrative buildings, and at the time students are dismissed, if assigned to a school*

*center, in order to attend DTU meetings. Those leaving to attend such meetings must advise the appropriate administrator/supervisor in charge reasonably in advance of such meetings.*

*K. Joint Union-Management Training Sessions*

*In order to expedite the implementation of this Contract at the school/work location level, the Superintendent and the DTU President, by mutual agreement, will schedule joint meetings of principals, appropriate administrators, Union Representatives and officers for the purpose of conducting joint Union-management training and/or informational sessions.*

*L. Surplus/Involuntary Transfer Exemption of DTU Representatives*

- 1. Elected DTU Building Chairpersons shall be exempt from surplus/involuntary transfer. The DTU Building Chairpersons shall be exempt in order to provide continuity of representation.*
- 2. DTU will provide and maintain a current list of Building Representatives and be responsible for filing a list and/or updated list, with the Division of Human Resources. Further, each principal/appropriate administrator will be provided the name of the current Building Chairperson.*
- 3. There shall be one (1) Building Chairperson per school and one (1) Building Chairperson per floor in the administrative building.*

*M. Public Address System Access*

*DTU shall be allowed to have announcements made on the public address system for the purpose of communicating with employees so long as such utilization does not interfere with the direct instruction of students and to the same extent that other general announcements are made.*

*N. Professional Leave Pool*

- 1. The Employer shall establish a pool of professional leave time of forty (40) days with pay to be taken in increments of not less than one day for employees to participate in professional growth and educational opportunities including those made available by the DTU and its affiliates. A maximum of twenty-five (25) days may be utilized by one bargaining unit.*
- 2. Application for this professional leave shall be made by the DTU with a minimum of one-week notice, except in an emergency, with approval by the Employer. Such approval shall not be denied.*

*O. Employee Email*

*DTU shall have the use of the District electronic mail system for the purpose of informing members of scheduled meetings, implementing the collective bargaining agreement, and for information distribution including, but not limited to: surveys, newsletters, ratification materials, grievance processing activities, professional issues, professional developments activities and benefits of membership. DTU shall only use the electronic mail system to communicate with non-members for announcement of professional development opportunities that are open to members and non-members and for ratification materials. Should any employee, whether a member or non-member, request that DTU cease sending them email communications, DTU will immediately remove that employee's name from the distribution list and shall not send the employee any further electronic communications. DTU*

*shall comply with all applicable federal, state, and local laws and DCSB policies regarding the use of such systems.*

*The electronic mail system shall not be used for the distribution of information which is political (unless authorized by the Superintendent), slanderous, defamatory, libelous, or in any way critical of the School Board, the Superintendent, or any administrator or other employee of the School Board. It shall not be used for solicitation of non-members or for materials related to internal elections of DTU officers. Should DTU or its representative, acting on behalf of DTU, violate the terms of this article, the Superintendent shall have authority to suspend the right to use the electronic mail system for up to 90 calendar days.*

P. *Reports*

*The employer will provide to DTU a monthly Personnel Cross Index Report.*

## **ARTICLE IX - MANAGEMENT RIGHTS**

A. Management Rights

It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercises of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

B. No-Strike Clause

*The DTU and its members agree that, during the life of this Contract, they shall not enter into a strike, as defined in Florida Statutes 447.203.*

C. DTU Contracts

*The Bargaining Agreement will be made available on the District Website. Layout and design shall be mutually agreed upon by the Parties. In addition, DTU has the right to utilize DCSB printing services as a top priority through Human Resources (and at the same cost to Human Resources) in order to print contracts. DTU will pay for the cost of printing contracts.*

## ARTICLE X - GRIEVANCE PROCEDURE

- A. Definition - As used herein, grievance is defined as a dispute between Employer and employee involving the interpretation or application of this Collective Bargaining Agreement/Contract and shall systematically follow the three (3) step Grievance Procedure as outlined herein. A grievant shall mean either an individual employee or group of employees having the same grievance. Any grievance filed shall refer to the provision or provisions of the Contract alleged to have been violated and shall set forth the facts pertaining to the alleged violation, and such grievance shall be limited to an application, misapplication, or nonapplication of this Contract to factual situations, inasmuch as the legal interpretation of this Contract is to be determined by the case and statutory law of the State together with the Charter and Ordinances of the City of Jacksonville. The grievant shall have the right to representation beginning with Step 1. On a case-by-case basis, the parties may mutually agree to waive the timeliness set out in this procedure.
- B. Informal Resolution - Any grievant having a grievance shall first discuss it with the appropriate administrator/supervisor, as is appropriate in light of the subject matter of the complaint. Any such grievance must be brought to the attention of the appropriate administrator/supervisor within fifteen (15) workdays of the occurrence of the event or events giving rise to the grievance provided that, if the grievant having the grievance is absent when such event occurs, said fifteen (15)-day period shall not commence until his/her return. If the grievant and the appropriate administrator/supervisor are unable to satisfactorily adjust the grievance within two (2) workdays, it may be referred to Step 1 within five (5) workdays after the expiration of the said two (2)- day period.
- C. Steps
- Step 1 Formal Step / Appropriate Supervisor**  
Reference of the grievance to Step 1 shall consist of the school/work location employee and/or representative reducing the grievance to writing and submitting to the appropriate administrator/supervisor within the five (5)-day period provided above. Such appropriate administrator/supervisor or employee may request a meeting prior to the appropriate administrator/supervisor's decision, in which event either or both the appropriate administrator/supervisor and the employee may be accompanied at the meeting by a representative. The appropriate administrator/supervisor shall give the employee at least two(2)-days notice of such meeting. In any event, the appropriate administrator/supervisor must render this decision in writing, with two copies to the employee, within ten (10) workdays after receipt of the written grievance.
- Step 2 Formal Step / Superintendent**  
The employee may, within fifteen (15) workdays after receipt of the written decision, appeal in writing to the Assistant Superintendent of Human Resource Services. The Department of Governmental and Labor Relations and Human Resource Services shall coordinate the grievances at this level. The written appeal shall set forth specifically the event or events upon which the grievance was originally based and the grounds upon which the appeal is based and shall be subject to all other requirements of this article. The Superintendent and/or his/her representative shall meet with the grievant and/or representative. A written decision on the appeal shall be transmitted within twenty (20) workdays after receipt of the appeal, two (2) copies of which shall be delivered to the grievant.
- Step 3 Formal Step / School Board**  
The grievant may, within twenty (20) workdays after receipt of the written decision of the

Superintendent or his/her designee appeal in writing to the School Board. Such appeal shall be filed with the School Board with a copy directed to the Superintendent. The School Board shall thereafter, and no later than thirty (30) days from the date of filing of such appeal, hold a hearing on the matter. The School Board's decision in the matter shall be rendered at the next regular School Board meeting after the hearings.

D. Arbitration - The grievant may within ten (10) workdays after receipt of the written decision of the School Board file a request with the School Board for a final and binding disposition by an impartial and neutral arbitrator, mutually selected by the parties; provided, however, that an arbitrator or other neutral party shall not have the power to add to, subtract from, modify, or alter the terms of the Contract.

1. If within five (5) workdays of receipt of the request for arbitration, the Board and the grievant are unable to mutually agree on a neutral arbitrator, then the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) potential arbitrators. Arbitrators shall be selected from such a panel by alternately striking names from this list (the grievant to strike the first name) until the last name on the list is reached. The last name on the list shall be the designated arbitrator. All parties shall participate in the arbitration process in accordance with the intent of the Collective Bargaining Law.
2. The cost of arbitration is to be paid by the losing party when there is a clear award. Otherwise, the costs will be paid by the charging party.
3. The DTU shall be reasonably notified of the time and place that each of the three (3) steps of the grievance procedure are to be held in order that it might be present and it shall be provided with a copy of the final determination of the grievance.
4. The time limits specified above may be extended at any time by agreement between the grievant and the appropriate administration representative.
5. Both parties shall have the right to appeal to an appropriate court any grievance decision inconsistent with the terms and conditions of this Contract.

E. Civil Service

The employee may choose to file a grievance following procedures specified in the Civil Service and Personnel Rules and Regulations of the City of Jacksonville as an alternative to the grievance procedure specified herein; but in no case may the employee follow both procedures.

F. Other Representation

Nothing in this part shall be construed to prevent any public employee from presenting, beginning at step 1, his own grievances, in person or by legal counsel, to his/her Employer and having such grievance adjusted without the intervention of DTU, if the adjustment is not inconsistent with the terms of this Contract and if DTU has been given notice to be present at any meetings called for the resolution of such agreement. A grievance arising out of the same factual situation may be withdrawn at any step, but that same grievance may not be filed a second time. Any grievance arising out of the same factual situation initiated through the procedure outlined herein may not be filed a second time.



**ARTICLE XI - CITY OF JACKSONVILLE CIVIL SERVICE  
TOPICS AND PERSONNEL RULES AND REGULATIONS**

A. Topics

1. The following topics shall be in accordance with Civil Service Rules:

Application  
Examinations  
Establishment and Use of Eligibility Lists  
Promotions  
Separations  
Disciplinary Actions

2. Rules shall be written to enable the promotion, classification, application, and disciplinary systems for employees covered by the Agreement with the UOPD. Such rules shall be written by a task force comprised of three (3) designees of the DTU President and three (3) designees of the Superintendent. The report of the task force, along with recommended rules, shall be submitted to the bargaining teams by May 15 for implementation June 15, 2000.

B. Provisions -Provisions from the Rules and Regulations of the Civil Service Board of the Consolidated City of Jacksonville ("Civil Service Rules") are attached to this Contract as an Appendix A. The parties have agreed that by attaching these sections, in this format, is solely intended to provide useful information and guidance to employees and appropriate administrators/supervisors in the day-to-day employment relationship, and does not constitute a part of the Contract for purposes of the Grievance Procedure in this Contract.

C. Appendix A -The publication of the Appendix to this Contract is not intended to be definitive description of the total rights, obligations, or procedures under the Civil Service Rules. Such a definitive description, as to these topics, can only be found by reference to the full rules.

D. Grievance Procedure - Alleged violations involving interpretation or application solely of this Contract shall be appealed only through the Grievance Procedure in this Contract. Alleged violations of matters regulated by the Civil Service Rules, which are not covered by additional express terms of this Contract, shall not be subject to the Grievance Procedure in this Contract, but may be appealed to the Civil Service Board.

E. Contract Supremacy - The terms of this Contract between the Employer and the DTU supplement and are in addition to the Civil Service Rules. Nothing in this Contract shall take away any rights or benefits to which an employee, or the Employer, is entitled under the Civil Service Rules. When a provision of this Contract has intentionally been negotiated which is different from a Civil Service Rule (e.g.,-Article IV, H. Seniority), the Contract provision shall prevail.

## ARTICLE XII - GOVERNANCE AND OVERSIGHT

### A. Shared Governance

1. *The Employer and the DTU agree that the improvement of students' learning is of primary importance. In order to maximize the potential for effective curriculum, instruction, and other learning-related functions, and in order to maximize effectiveness of employees, the Employer and DTU jointly support the process of Shared Governance and the employee's right to participate in this process. We agree that it is the best system yet devised to insure justice and fairness, stability, direction, cooperation, collaboration, and commitment in our schools/work locations. This Shared Governance process is strongly encouraged at all work locations, including Administrative sites. In addition, district wide resource employees may have district Shared Governance Committees.*
2. *Each school shall develop a Shared Governance plan. Such plan shall be submitted to the DTU and the district designee. Shared governance guidelines, incorporated by reference into this document, shall serve as a reference when developing this plan. The plan shall include a process for reaching consensus as well as a mechanism for meaningful input in setting the school's budget priorities in both the spring and fall adjustments. Individual schools budgets shall be presented to the employees, at least two (2) weeks prior to the time budgets are due in the spring, and at least two (2) days prior to the time budgets are due in the fall. Copies of the final budgets shall be made available to school members of the bargaining unit.*
3. *A checklist document developed by the parties and signed by the Building Representative and the Principal at each school indicating that the plan has been developed shall be submitted to the district designee and DTU by November 1st of each year.*
4. *The process for selecting representatives of the Shared Governance Committee shall be agreed upon by faculty, staff, and administration. Involvement of classified and resource staff, community, parents, students, business, and others is encouraged. Any committee formed at the school in conjunction with the Shared Governance Process approved by the School Board shall include representation from all bargaining unit(s).*
5. *A Shared Governance Committee composed of members representing the Regional Superintendents, the principals, and DTU will oversee the implementation of the Shared Governance Guidelines at the work site.*
6.
  - a. *Waivers*  
*The parties encourage the use of this waiver procedure for implementing school improvement plans, and developing creative teaching methods. Examples of the types of proposals which may be made through this process are, flexible scheduling of students and employees, provisions for early release of students, establishment of time for conducting in-service, conferences, and professional planning.*
  - b. *Waiver Process*
    - (1) *Any school applying for a waiver of specific contract language must have faculty consensus through their Shared Decision Making process.*
    - (2) *The consensus reaching process must be identified in the school's Shared Decision Making plan.*

- (3) *The DTU must have on file an updated Shared Decision Making plan by November of each school year.*
- (4) *Any requests for waivers must include the minutes of the meeting addressing the waiver along with sufficient documentation of consensus.*
- (5) *All waivers must be submitted to the Regional Superintendent and to the Contract Waiver and Oversight Committee (See Contract Waiver and Oversight Committee).*

B. Contract Waiver and Oversight Committee

A committee comprised of the President of DTU and three designees, the General Director, Human Resource Services, and three designees of the Superintendent, shall function as the Contract Waiver and Oversight Committee. The Contract Waiver and Oversight Committee will be authorized to provide oversight for contract compliance and to review contract waiver requests necessitated by new innovative programs and/or school improvement efforts. Waiver requests should be made in writing with sufficient documentation to assist the Committee in reaching a decision.

Contract waivers must be reviewed and recommended by the Regional Superintendent and submitted to the Contract Waiver and Oversight Committee. Any contract waivers recommended by the Committee shall be reviewed and approved by the DTU Executive Board and the Superintendent or his or her designee before the waiver is granted. Responses to such requests for waiver should be made within thirty (30) days from the date of receipt by the Committee. Approved waivers may be granted for a period of time no longer than the remainder of the school year. Should the DTU Executive Board deny the waiver request, the Executive Board shall provide reasons for the denial in writing and shall allow the school submitting the request to modify its request and resubmit it to the Board. School representatives who are members of the bargaining unit shall be allowed to address the next Executive Board regarding its modified submission and the Executive Board shall act on the modified request.

Any waivers or approvals granted by this committee will be reported to the bargaining teams during reopener negotiations. The continuation of any such waivers or approvals will be considered by the collective bargaining teams.

## ARTICLE XIII - AGREEMENT

### Agreement/Reopeners – UOPD

It is agreed and understood that this Contract and each of its provisions shall be effective and constitute a legally-binding Contract, upon approval by the School Board of Duval County, Florida, and ratification by the employees represented by the Duval Teachers United/United Office Personnel of Duval (DTU/UOPD), pursuant to Florida Statutes, Chapter 447.010.

In the event either party does not ratify this contract, both parties agree to return to the bargaining table for further negotiations.

This Contract is effective July 1, 2005, through June 30, 2008, between the DTU and the Duval County School Board.

**SIGNATURE PAGE**

AGREEMENT to the 2005-08 Bargaining Agreement between Duval Teachers United /  
United Office Personnel of Duval, and the Duval County School Board.

IN WITNESS WHEREOF, the parties hereto have set their hands this 31st day of  
August, 2005.

From the DTU Negotiating Team

Julie N. Bonhware  
Richard Cotton  
Betty G. Jones  
Linda Donora  
Carol Osborn  
Joann Hardy

Julie George  
Mirta Martinez  
Mirta Martinez  
Chief Negotiator

DUVAL TEACHERS UNITED

Julie Brady  
President

For the School Board Negotiating Team

Roger G. Biala  
Robert P. Goddard  
Sammyh Joye

Vick Reynolds  
Vicki Reynolds  
Chief Negotiator

DUVAL COUNTY SCHOOL BOARD

Nancy S. Bramer  
Chairman

ATTEST:

Nancy Snyder  
Nancy Snyder  
Superintendent of Schools  
Ex Officio Secretary to the Duval County  
School Board

Form Approved: Vick Reynolds

PS GROUP PS LEVEL	00	01	02	03	04	05	06	07	08	09	10	11	12
1	6.64	8.50	9.03	9.33	9.90	10.25	10.71	11.21	11.77	12.34	12.89	13.34	14.17
2	6.77	8.67	9.21	9.52	10.10	10.44	10.94	11.44	12.00	12.59	13.16	13.61	14.46
3	6.91	8.86	9.39	9.70	10.31	10.64	11.15	11.67	12.25	12.83	13.41	13.87	14.74
4	7.04	9.03	9.57	9.90	10.50	10.85	11.37	11.89	12.50	13.09	13.68	14.14	15.03
5	7.17	9.21	9.75	10.10	10.71	11.08	11.60	12.15	12.72	13.35	13.95	14.44	15.33
6	7.31	9.39	9.95	10.31	10.94	11.30	11.83	12.38	13.00	13.62	14.26	14.72	15.65
7	7.45	9.57	10.18	10.50	11.15	11.53	12.08	12.62	13.26	13.88	14.53	15.01	15.95
8	7.59	9.75	10.37	10.71	11.37	11.75	12.31	12.89	13.53	14.16	14.81	15.31	16.29
9	7.73	9.95	10.57	10.94	11.60	11.98	12.55	13.16	13.78	14.45	15.12	15.63	16.60
10	7.89	10.18	10.78	11.15	11.83	12.23	12.79	13.41	14.06	14.73	15.42	15.93	16.92
11	8.04	10.37	11.00	11.37	12.08	12.47	13.06	13.68	14.36	15.02	15.74	16.26	17.28
12	8.19	10.57	11.21	11.60	12.31	12.70	13.32	13.95	14.64	15.32	16.03	16.58	17.62
13	8.36	10.78	11.44	11.83	12.55	12.98	13.59	14.26	14.92	15.64	16.37	16.90	17.97
14	8.51	11.00	11.67	12.08	12.79	13.24	13.84	14.53	15.23	15.94	16.69	17.26	18.34
15	8.66	11.21	11.89	12.32	13.06	13.50	14.12	14.81	15.52	16.27	17.03	17.60	18.71
16	8.84	11.44	12.15	12.56	13.32	13.76	14.42	15.12	15.84	16.59	17.38	17.95	19.08
17	9.01	11.67	12.38	12.81	13.59	14.04	14.70	15.42	16.16	16.91	17.72	18.31	19.47
18	9.18	11.89	12.62	13.07	13.84	14.34	14.99	15.74	16.49	17.27	18.06	18.68	19.86
19	9.36	12.15	12.89	13.33	14.12	14.62	15.29	16.03	16.80	17.61	18.45	19.05	20.25
20	9.54	12.38	13.16	13.60	14.42	14.90	15.61	16.37	17.15	17.96	18.80	19.44	20.66
21	9.71	12.62	13.41	13.85	14.70	15.21	15.91	16.68	17.49	18.32	19.17	19.83	21.07
22	9.91	12.89	13.68	14.13	14.99	15.50	16.23	17.02	17.84	18.69	19.56	20.21	21.50
23	10.10	13.16	13.95	14.43	15.29	15.82	16.56	17.37	18.19	19.06	19.95	20.63	21.92
24	10.29	13.47	14.33	14.78	15.68	16.21	16.98	17.79	18.65	19.53	20.45	21.14	22.47
25	10.49	13.80	14.67	15.15	16.06	16.62	17.41	18.22	19.11	20.02	20.95	21.67	23.02
26	10.69	14.15	15.01	15.51	16.46	17.01	17.82	18.68	19.58	20.53	21.49	22.20	23.62
27	10.88	14.56	15.45	15.96	16.95	17.53	18.38	19.24	20.17	21.14	22.12	22.88	24.32
28	11.11	15.00	15.92	16.46	17.47	18.04	18.91	19.83	20.77	21.78	22.80	23.57	25.05
29	11.39	15.37	16.33	16.85	17.87	18.49	19.54	20.28	21.24	22.27	23.31	24.10	25.60
30	11.78	15.72	16.71	17.22	18.31	18.90	20.06	20.71	21.71	22.74	23.78	24.59	26.09
31	12.23	16.15	17.14	17.72	18.79	19.41	20.56	21.28	22.30	23.36	24.45	25.27	26.85
32	12.57	16.43	17.44	18.03	19.14	19.78	20.72	21.71	22.76	23.85	24.97	25.82	27.45
95	13.53	17.38	18.41	19.00	20.12	20.60	21.56	22.54	23.59	24.69	25.74	26.60	28.24

APPENDIX A - SALARY  
SCHEDULE

A member of the bargaining unit who worked one day more than half the previous school year shall advance one step on the salary schedule.

Level 95 is for incumbents only who were assigned to level 32 in 2004/2005 and who worked one day more than half last school year.

In addition to the above hourly rate, an employee shall receive \$300 a year for each five (5) continuous service with the Duval County Public Schools.

Salary  
schedule  
effective July  
1, 2005.

**APPENDIX B - GOVERNANCE/SHARED DECISION MAKING**

**WAIVER REQUEST  
DUVAL TEACHERS UNITED  
DUVAL COUNTY SCHOOL BOARD  
MASTER CONTRACT:**

**General Instructions:** Before ANY provision of the Master Contract can be waived, or not implemented, a formal process must be completed by BOTH Duval Teachers United and the Duval County School Board representative.

1. First, the school requesting a waiver MUST use an approved Shared Decision Making process.
2. Second, complete this form and attach a copy of the minutes of the meeting in which the waiver was approved by consensus and attach sufficient documentation of consensus.
3. Third, the Building Representative and the Principal (supervisor) BOTH must sign a written request, verifying that the request is the result of Shared Decision Making.
4. Fourth, submit written request with attachments to the Regional Superintendent and the Contract Waiver and Oversight Committee.

Should the Contract Waiver and Oversight Committee approve the request, the waiver MUST be approved by the Superintendent’s Task Force on Waivers and the Board of Directors of DTU.

A request for waiver must be started with enough time for all three entities to process the request.

-----  
Name and number of work location: \_\_\_\_\_ Date of request: \_\_\_\_\_

Contract Language to be waived: \_\_\_\_\_

Reason for Request: \_\_\_\_\_  
\_\_\_\_\_

Date approved by school shared decision making authority: \_\_\_\_\_

Work Site Administrator  
Date: \_\_\_\_\_

DTU Building Representative  
Date: \_\_\_\_\_

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**REGIONAL SUPERINTENDENT**

Recommended: \_\_\_\_\_ Not Recommended: \_\_\_\_\_ Signed: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

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**CONTRACT WAIVER AND OVERSIGHT COMMITTEE (HUMAN RESOURCES)**

Recommended: \_\_\_\_\_ Not Recommended: \_\_\_\_\_ Signed: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

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**DTU Board of Directors**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Signed: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

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**SUPERINTENDENT’S TASK FORCE (CHIEF OF STAFF)**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Signed: \_\_\_\_\_

**APPENDIX B - GOVERNANCE/SHARED DECISION MAKING (CONTD)**

Shared Decision Making Checklist

School Name: \_\_\_\_\_ School Number: \_\_\_\_\_

Submit Checklist each year by November 1 to the DTU and the district designee. Please initial each area below as an indication of compliance.

<b>PRINCIPAL</b>	<b>DTU REP</b>	<b>CHECKLIST</b>
		All employee groups are represented on the Shared Governance committee.
		Committee members are selected democratically.
		The school site staff is given budgetary authority to participate in the decisions made concerning allocation of finances, personnel, and other resources at the school site.
		Shared Governance meetings are scheduled on a regular basis.
		Shared Governance meetings employ an "Open Door" policy.
		Meeting agenda items are posted prior to the Shared Governance meetings.
		All committee proposals and decisions are communicated to the employee groups.
		There are established procedures for staff input in the decision making process.
		Freedom of expression is fostered at the school site.
		There is an agreed upon definition of consensus.
		Staff decisions are reached through consensus.
		A Placement Review Committee has been established.

**Principal's Signature / Date**  
Signature / Date

**DTU Representative's**

\_\_\_\_\_

# APPENDIX C - PERSONNEL RULES AND REGULATIONS

## City of Jacksonville Civil Service and Personnel Rules and Regulations Excerpts

### Application and Examination - Rule 4

#### 4.02 APPLICATION:

##### (1) Application for Examinations:

Open Examinations - The Personnel Director shall give public notice of all open examinations at least five (5) workdays in advance of the closing date for receiving applications for the examination. Applications for examinations may be accepted on a periodic or continuous basis.

Promotional Examinations - It shall be the responsibility of the department or agency head to insure that each individual in the line of promotion is notified of a scheduled promotional examination at least ten (10) workdays prior to the closing date for that examination.

There shall be at least five (5) workdays between the closing date and the date of the examination for all examinations except for unassembled examinations which may have a closing date at any point prior to or including the examination date.

#### 4.03 EXAMINATION:

##### (1) Types of Examination:

(a) Competitive examinations may be assembled or unassembled or a combination of the two types.

(b) Competitive unassembled examinations will be one of the following types:

1. Evaluation of training and experience:

Upon approval of the Personnel Director, the automatic establishment of eligibility lists when the number of promotional eligible is equal to or less than the number of vacancies in a particular class. Under this provision, the names of eligible will appear on the register with a score of 70. Employees who waive their rights to a promotional examination will not be counted as eligible for the purpose of determining whether this provision is applicable. Under this provision, Subsection 4.02(1)(b) shall not apply.

**NOTE: For "Statement of Policy" (4.01), remainder of 4.02, and 4.03 "Examination, see Civil Service and Personnel Rules and Regulations pages 15-18.**

### ELIGIBILITY LISTS - RULE 5

#### 5.02 ESTABLISHMENT AND USE OF ELIGIBILITY LISTS:

(1) The following types of eligibility lists shall be established and maintained by the Human Resource Services Division:

(a) Open Lists - Eligibility Lists which may be used for making open appointments. These lists shall be established by pass/fail examination and the names of eligibles shall be in random order.

(b) Promotional Lists - Eligibility Lists of employees with permanent status which may be used in making promotional appointments. Eligibles shall be ranked by final score or rating.

(c) Layoff Lists - Eligibility Lists which may be used for reinstatement appointments of employees who were laid off or demoted in accordance with Rule 7.

Reemployment Lists - Eligibility Lists which may be used for reinstatement appointments of former employees who resigned from the Civil Service.

(2) The life of an open or promotional eligibility list shall be for two years unless extended or declared depleted by the Personnel Director or exhausted.

(10) When a promotion list does not exist, examinations shall be scheduled so that all employees who become eligible for promotion within thirty (30) days after the date that the examination request is received by the City Personnel Department shall be given an opportunity to participate in a promotional examination to fill the vacancy.

(13) An eligibility list to fill a vacancy for promotion shall be submitted to the appropriate department which shall select the top name on the eligibility list.

(15) Appointments shall continue to be made from an eligibility list until the names of all eligibles have been removed, all eligibles remaining have waived, or the list has expired.

**NOTE: For "Statement of Policy" (5.01), remainder of 5.02, and 5.03 "Removal of Names From Eligibility", see Civil Service and Personnel Rules and Regulations pages 23-26.**

#### SEPARATIONS AND LAYOFFS - RULE 7

##### 7.02 SEPARATIONS:

###### (1) Resignation:

(a) An employee who resigns shall present such resignation in writing to the department or agency head or their designee and such written resignation shall be accepted in writing. If an employee resigns orally and does not submit a written resignation, the department or agency head or their designee shall finalize the resignation by submitting a written acceptance to the employee within two (2) workdays of such oral resignation.

(b) Resignations shall normally be submitted at least ten (10) workdays prior to the effective date. The time frame of this section may be reduced with approval of the department head concerned.

(c) An employee may, by written statement to the department head concerned, withdraw a resignation prior to it being accepted in writing by the department head or their designee. Once accepted in writing, a resignation is final.

###### (2) Abandonment of Position:

An employee who is absent without notice to the appointing authority for three (3) consecutive working days shall be deemed to have abandoned his/her position and to have resigned as of the end of the third day. The appointing authority shall make a reasonable effort to contact the employee during the three (3) working day period to determine the cause of the absenteeism before concluding that the employee has abandoned his/her position. A reasonable effort shall include, but shall not be limited to, telephoning the employee's residence at least one time during working hours each day that he/she is absent until contact is made with the employee. The calls should be made at different times of the day.

###### (3) Termination During Original Probationary Period:

(a) An employee who has not obtained permanent status in the civil service shall not have the right to appeal such termination to the Civil Service Board.

###### (4) Termination Due to Disability:

(a) An employee may be separated for disability (subject to pension laws where applicable) when the employee cannot perform the required duties because of physical/mental impairments. The department or agency head may at any time for good cause require an employee to undergo a physical and/or psychiatric examination in order to determine the employee's ability to perform the duties of the position concerned. The cost thereof shall be paid by the department or agency concerned. A copy of the medical report shall be filed in the official personnel file of the employee.

(b) An employee separated under (a) of this provision shall have a right of appeal to the Civil Service Board in accordance with the provisions of Section 9.05.

###### (5) Dismissal:

Employees may be dismissed only in accordance with the provisions of Section 9.04 and .05.

**NOTE: For "Statement of Policy" (7.01), remainder of 7.02, and 7.03 "Layoffs", see Civil Service and Personnel Rules and Regulations pages 33-39.**

#### DISCIPLINARY ACTIONS, GRIEVANCES, COMPLAINTS AND APPEALS

##### RULE 9.04 DISCIPLINARY ACTIONS:

The department head shall insure timely and equitable disposition of actions determined to be necessary in dealing effectively with employee deficiencies and breaches of good conduct in accordance with the provisions of these rules.

(2) In order to have an effective program for handling disciplinary problems, each department head should make available to all

employees defined duties and responsibilities, work standards, and other policies which are to be applicable in a given work situation.

(5) Disciplinary actions shall be for cause as indicated in these rules and may include, but are not limited to one or any combination of the following:

- (a) Written reprimand
- (b) Reduction in Compensation
- (c) Demotion
- (d) Suspension Without Pay
- (e) Dismissals

Employees with permanent status shall not be demoted, suspended without pay, dismissed, or have their compensation reduced as a disciplinary action, except in accordance with the provisions of these rules. Written reprimands may only be challenged through the grievance process provided in Rule 9.03(3)(a).

#### 9.05 REDUCTION IN COMPENSATION, DEMOTIONS, SUSPENSIONS WITHOUT PAY DISMISSALS:

Except for voluntary demotions or demotions resulting from reduction in force or reduction in compensation for other than disciplinary reasons, employees with permanent status in the civil service may only have their compensation reduced, be demoted, suspended without pay or dismissed for cause.

(1) Cause shall include, but is not limited to negligence (careless workmanship or slovenliness in the performance of duty), inefficiency or inability to perform assigned duties, insubordination, willful violation of the provisions of law or department rules, conduct unbecoming a public employee which would affect the employee's ability to perform the duties and responsibilities of the employee's job, willful falsification of records (false statements, misrepresentation or fraud of official documents, such as application, attendance and leave records or work and production records), misconduct, drug abuse, conviction of any crime involving moral turpitude, and including, but not limited to, situations where the employee has:

- (a) violated any lawful official regulation or order or failed to obey any proper direction made and given by a superior officer.
- (b) been under the influence of intoxicants while on duty.
- (c) been guilty of insubordination.
- (d) been guilty of disgraceful conduct.
- (e) been offensive in conduct or language in public or towards the public, officials or employees.
- (f) been incompetent or inefficient in the performance of the duties of the position.
- (g) been careless or negligent with the monies or other property of the City.
- (h) failed to pay or make reasonable provisions for future payment of debts to such an extent that such failure is detrimental to the work situation.
- (i) used or threatened to use, or attempted to use, personal or political influence in securing promotion, leave of absence, transfer, change of pay rate or character of work.
- (j) taken for personal use from any person any fee, gift, or other valuable thing in the course of work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that afforded other persons.
- (k) violated established security procedures during the examination process or has obtained information, through unauthorized or illegal means, which provides an unfair advantage on the examination.
- (l) failed to maintain a satisfactory attendance record. Proper use of sick, vacation or annual leave shall not constitute grounds for any disciplinary action.

failed to acquire or maintain a valid license, registration or certification when such license, registration or certification is required and specified in the class specification for the class to which the position occupied by the employee is

classified.

NOTE: For "Statement of Policy" (9.01), "Employee Representation" (9.02), the remainder of Rule 9, see Civil Service and Personnel Rules and Regulations pages 45-50.

## **APPENDIX D - EMPLOYEE POSITIONS AND PAY GRADE ASSIGNMENTS**

Grade 0	School Office Assistant
Grade I	(No employees currently on this Grade)
Grade II	Administrative Clerk II Clerk Typist School Clerk I School Bookkeeper Assistant Human Resources Aide Assistant
Grade III	PBX Operator Microfilm Technician Data Entry Clerk SIMS/Data Control Clerk Trainee Human Resources Aide
Grade IV	Buyer Clerk Secretary II Administrative Clerk III School Bookkeeper I Account Clerk
Grade V	SIMS/Data Control Clerk HR/Staffing Assistant School Police Dispatcher Trainee
Grade VI	Secretary III
Grade VII	Buyer Clerk Senior Personnel Clerk Account Technician Payroll Technician Trainee School Bookkeeper II Human Resources Technician Assistant School Police Dispatcher
Grade VIII	Research Analyst Secretary IV
Grade IX	Buyer Assistant Account Technician Senior * Payroll Technician School Bookkeeper III Human Resources Technician Human Resources Technician/Civil Service School Lead Police Dispatcher
Grade X	Interpreter Oral Interpreter School Bilingual ESOL Translator/Tester School Financial Records Analyst
Grade XII	Material Control Coordinator

\* Not available for promotion or new assignment