# Collective Bargaining Agreement
# of
# the Communications Workers
# of America
# and
# the School District of
# Indian River County

Local 3180

July 1, 2024- June 30, 2026

DISTRICT BARGAINING TEAM

Beth Crisafulli, Assistant Superintendent of School Management & Leadership

Dr. Edwina Suit, Director of Human Resources

Michael Smeltzer, Human Resources Manager

Bruce Green, Chief Financial Officer

CWA BARGAINING TEAM

David Betz, Staff Representative, CWA, AFL-CIO

Joseph Rubino, President, Local 3180

Laurie Taylor, Vice-President, Local 3180

Barry Deem, Treasurer, Local 3180

Claudia Viladrosa, Secretary, Local 3180

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## ARTICLE 1 - RECOGNITION AND MANAGEMENT RIGHTS

A. The School Board of Indian River County ("Board") also ("District") hereby recognizes the Communications Workers of America ("CWA") also ("Union") as the sole and exclusive bargaining agent in matters relative to hours, wages, and conditions of employment for all regular full-time and part-time employees employed by the School District of Indian River County ("SDIRC") in the classifications specified in PERC Certificate Number 477 and PERC Certificate Number 333 and xxx.

B. Any future classifications would be automatically included if mutually agreed upon by both parties.

C. The Board agrees not to negotiate with or recognize any employee organization composed of the classifications of employees listed above, other than the Union, for the duration of this agreement.

D. Except as otherwise provided by this Agreement, the Board hereby retains and reserves unto itself all powers, authority, duties, and responsibilities conferred upon and vested in it pursuant to Section 447.209, Florida Statutes. The CWA reserves the right to file grievances should the exercise of such powers lead to a violation of this Agreement, and the CWA reserves the right to demand bargaining over the impact of the District's exercise of such management rights.

E. **The Board and the Union recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year. The Board and the Union agree that their employees or members shall not foster or engage in a strike, boycott, work stoppage, slow down, mass sickness or any other similar activities.**

F. **The Board and the Union agree that they will not, during the period of this agreement, directly or indirectly engage in or assist with any unfair labor practice. In the event representatives of either party are found guilty of such practice, the party of the guilty individual(s) will determine the nature of the action to be taken against the individual(s).**

## ARTICLE 2 – DEFINITIONS

A. School Board (“Board”) or (“Employer”): The Board is the recognized unit for the control, organization, and administration of the public schools in this District and is identified as the public employer in this contract.

B. CWA: The Communications Workers of America (“CWA”) or (“Union”) is identified in this contract as the employees' organization with the exclusive right to represent the classification of employees listed in this contract.

C. Contract: The document which delineates the hours, wages, terms, and conditions mutually agreed upon as the result of this collective bargaining.

D. Members of the Bargaining Unit (“MBU”) or (“Unit”) or (“Bargaining Unit”): This refers to all employees of the Board represented by the Communications Workers of America, (as defined in Paragraph B above) in job classifications as approved by the Public Employees Relations Commission.

E. Job Description: The Board-approved, written document describing the duties and responsibilities of a specific job.

F. School District of Indian River County (“SDIRC”) (“District”): All public schools now existing or established in the future which lie wholly within the legally established boundaries for the County of Indian River and governed by the School Board.

G. Certification: Refers to the designation by PERC.

H. Public Employees Relations Commission (“PERC”): Means the Public Employees Relations Commission as created by Section 447. F.S.

I. Exclusive Bargaining Agent: The unit recognized by the public employer and certified by PERC as the unit designated or selected by a majority of public employees as their representatives for purposes of collective bargaining.

J. Superintendent: The appointed official of the School District of Indian River County, Secretary and Executive Officer of the Board, who is responsible for the administration of the schools. With the exception of the meeting called for in Level 3 of the Grievance procedure (Article 8), the Superintendent may appoint an appropriate designee, an individual or department, to perform District work tasks described in this Agreement (“Designee”).

K. State Regulations: The body of regulations adopted by the State Board of Education of the State of Florida to clarify and implement state statutes which relate to education.

L. Working Hours: The specified hours when employees are expected to be present and

performing assigned duties.

M. Workday: The days, exclusive of holidays and vacation or other approved time off, that employees are expected to be present and performing assigned duties.

N. Work Week: For payroll purposes, the work week begins on Saturday and concludes on Friday.

O. Emergency: A sudden, urgent, unforeseeable occurrence requiring immediate action.

P. Fiscal Year: July 1 of one year through June 30 of the following year, or as established by Legislature.

Q. Department: The operational units within the division.

R. Day(s): Day(s) shall mean scheduled workdays unless otherwise specified.

S. Authorized Union Representative: An individual identified in writing by the Local President as a representative of the Union and authorized to conduct Union activities on released time.

T. Hire date: Date of original hire.

U. Seniority date: The day the employee begins working in a bargaining unit position.

V. Department Seniority for Transportation is defined as the date upon which a sub is hired full-time.

W. **Field Trips: A trip that is more than four (4) hours long in or out of the County.**

X. **Fit-ins: Trips that are four (4) hours or less, in between AM and PM routes, and do not interfere with regular routes assigned.**

Y. **Mid-Days: Extra duties in between AM and PM regular scheduled routes.**

## ARTICLE 3 - PAYROLL DEDUCTIONS

A. The School Board agrees to make payroll deductions of union dues and other fees when authorized to do so by the employee on an approved form, in an amount as certified to the Board by the Secretary/Treasurer of the Union, and to transmit to the National Secretary/Treasurer of the Union, 501 Third Street, NW., Washington, DC 20001-2797 an amount so deducted. Upon request, the Board will provide the Union with a list of the members of the bargaining unit including their employee ID number.

B. The dues or other fees deduction authorization may be revoked by the employee at any time upon his/her written request to the Payroll Department. The notice must be received at least thirty (30) days prior to effective date of cancellation. The Payroll Department will transmit to the Union a list reflecting all members included in the remittance, their employee ID number, amount of the current deduction, year-to-date deduction total, and the total to be deducted for the year.

C. The Board agrees that dues and other fees will be deducted from each check as is presently practiced.

## ARTICLE 4 - RESPONSIBLE UNION/ EMPLOYER RELATIONSHIP

A. The Board hereby agrees that every employee of the Board eligible for inclusion in the bargaining unit as listed on Certificate Number 333 of the Public Employee Relations Commission shall have the right to join and participate in the Communications Workers of America or the right to refrain from such activity. This right shall be enjoyed without interference from the Board or its representatives or from any member, officer, or representative of the Union. The Board and the Union agree that neither the Board and its agents nor the Union and its agents will interfere with, restrain, or coerce the employees in exercising this right. The Board agrees that the Board and its agents will neither encourage nor discourage membership in the Union by discrimination in regard to hiring tenure, or other conditions of employment. Neither will they attempt to dominate, interfere with, nor contribute to financial support of the Union.

B. Nothing contained in this contract shall be construed to provide, deny, or restrict employees who are members of the Union, or employees who are eligible for membership in the Union, rights they may or may not have under Florida School Laws or other applicable laws, rules, and regulations.

C. When it is necessary for the Union President or his/her designees to engage in Union activities which cannot be performed except during the normal school hours, the District will provide sufficient time for the Union President or his/her designee(s) provided written designation and leave forms are submitted at least five (5) work days in advance. When extenuating circumstances exist, at the discretion of the superintendent or his/her designee, the leave shall be approved in less than five (5) days.

1. **The CWA Local President shall be considered a half-time release position which will allow the Local President to be released to perform Union duties for up to half of his/her scheduled work time per calendar year.**

2. **Release time for Union stewards shall be subject to advanced approval by the District and shall not hinder the ability of the District to meet its operational or student's education needs. CWA shall furnish to the District on a quarterly basis the names of its Union stewards. The District shall have no obligation to release Union stewards to engage in CWA union activities who are not on the quarterly lists supplied by the CWA.**

3. **Release time for Union committee members shall be subject to advance approval by the District and shall not hinder the ability of the District to meet its operational or student educational needs.**

D. Personnel records, kept by the Board, of employees in the bargaining unit, shall be subject to the employee's inspection upon request. After such inspection, the employee shall have the right to initial and date the file to acknowledge his/her inspection on that date. The employee's file may be inspected by the Union only on signed authority of the employee.

E. When new employees are hired literature regarding the Union and membership will be provided by **Union representatives** to the employee **at designated New Employee Onboarding sessions.** Such material will be furnished by the Union, at the Union's expense. Such materials shall be informational and shall not promote distrust of management. The Union will be provided a monthly list of new employees and their work locations. **The District will provide dates and times to the President of the Union of the New Employee Onboarding sessions within ten (10) working days of the session.**

F. Limit Substitutes: Any part-time, temporary or substitute positions shall not exceed 6 months, unless the position becomes vacant for reason of approved medical leave, workers' compensation leave or personal leave. In these instances, it may be necessary to use a substitute to cover that position for more than a six (6) month period. (The intent of this is to fill the vacancy until the regular employee returns to work.)

G. In keeping with the Board approved job descriptions, an effort shall be made to maintain the assignment of MBUs in work related areas of their job responsibilities.

1. **Job descriptions are provided so that MBUs understand the requirements, major responsibilities, and essential functions of the position.**

2. **If a task assigned is not consistent with the responsibilities and essential functions of the position, the MBU will request an informal discussion with the Supervisor.**

H. In the interest of maintaining a productive and positive working relationship, the Union and District agree that a joint Labor/Management Committee be established. The Committee shall provide a venue for discussing matters of mutual concern to either party. Each party may also invite guests germane to the subjects to be discussed at the meeting. All joint Labor/Management **Committee** meetings will be held during regular business hours of the District. Agenda items will be shared with the other party at least twenty-four hours in advance of scheduled meetings. **All labor/management meetings will be paid for by the district.**

I. Bargaining Unit Work: Except in cases of urgent emergency when qualified represented employees are not available, non-represented employees (either supervisory or non-supervisory) will not perform work normally done by bargaining unit employees.

J. **Let's Talk Meetings will be site-based, held monthly, and be considered on-site labor management meetings. These meetings will consist of a site-based supervisor and a union representative(s). See 4H for Labor Management Meeting requirements.**

## ARTICLE 5 - WORK HOURS, BREAKS, OVERTIME

### Section 1. Non-Salaried (Hourly) Employees

A. OVERTIME: For hourly MBUs, time actually worked when in excess of forty (40) hours in one work week shall be paid at the rate of one and one- half (1-1/2) hours pay for each additional hour worked. Compensatory time may be offered instead of paid overtime.

1. **For site-based overtime requests, overtime work will be offered first to the most senior, qualified MBU with the appropriate certification or license (if required) at the specific site. If MBU refuses, the next MBU on site seniority list will be offered the overtime work.**
2. **For district-coordinated overtime requests, overtime work will be offered first to the most senior, qualified MBU with the appropriate certification or license (if required) on the district seniority list. If MBU refuses, the next MBU on the district seniority list will be offered the overtime work.**
3. Holidays and vacation time will be included in the calculation of actual worked hours.

B. NON-CONNECTING OVERTIME: Hourly employees who are called into work for non-connecting overtime, beyond 40 hours, which is outside of normal duty hours, will be paid at a rate of one and one-half times their rate of pay for a minimum of two (2) hours. Travel time will be considered as time worked.

C. LUNCH BREAKS: Full-time hourly employees working six (6) hours, or more are entitled to a thirty (30) minute unpaid lunch break. Hourly employees are not allowed to work during unpaid lunch periods. Part-time employees do not receive a lunch break, unless working more than six (6) hours.

D. PAID BREAKS:

1. Hourly employees working 6 (six) hours, or more are entitled to at least two (2) fifteen (15)-minute breaks, preferably one in each half of the workday.
2. Hourly employees working three (3) to six (6) hours are entitled to at least one fifteen (15) minute break, preferably halfway through their shift.
3. **MBUs may choose to exercise their paid break away from their assigned work area.**
4. **MBU will follow schedule provided by supervisor for paid breaks.**

E. All leave time will be computed and reported in hours.

## ARTICLE 6 - HOLIDAYS

| *NON-INSTRUCTIONAL DAY CALENDAR* | *PAID HOLIDAYS (see corresponding work calendars)* |
|---|---|
| ***186***<br><br>(7 paid holidays) | **PAID HOLIDAYS**<br>9/2/2024 Labor Day<br>11/11/2024 Veterans Day<br>11/28/2024 & 11/29/2024 Thanksgiving<br>1/20/2025 MLK Day<br>2/17/2025 President's Day<br>5/26/2025 Memorial Day |
| ***196***<br><br>(7 paid holidays) | **PAID HOLIDAYS**<br>9/2/2024 Labor Day<br>11/11/2024 Veterans Day<br>11/28/2024 & 11/29/2024 Thanksgiving<br>1/20/2025 MLK Day<br>2/17/2025 President's Day<br>5/26/2025 Memorial Day |
| ***220***<br><br>(7 paid holidays) | **PAID HOLIDAYS**<br>9/2/2024 Labor Day<br>11/11/2024 Veterans Day<br>11/28/2024 & 11/29/2024 Thanksgiving<br>1/20/2025 MLK Day<br>2/17/2025 President's Day<br>5/26/2025 Memorial Day |
| *250*<br><br>(9 paid holidays) | **PAID HOLIDAYS**<br>7/4/2024 Independence Day<br>9/2/2024 Labor Day<br>11/11/2024 Veterans Day<br>11/28/2024-11/29/2024 Thanksgiving<br>1/20/2025 MLK Day<br>2/17/2025 Presidents Day<br>5/26/2025 Memorial Day<br>6/19/2025 Juneteenth |

A. The District will provide a minimum of six (6) annual paid holidays. The following days are typically recognized as **paid and non-work days** for members of the bargaining unit **depending on calendar days worked (186, 196, 220, 250-day employee).**

| | |
|---|---|
| Independence Day | Christmas Holidays (2) |
| Labor Day | New Year Holidays (2) |
| Veterans Day | Memorial Day |
| Thanksgiving Holidays (2) | Juneteenth |

B. **Holidays will be recommended by** the Calendar Committee. **This committee will be comprised of representatives from CWA, District, and IRCEA.** The President of the Union will appoint a maximum of **five (5)** members to the Calendar Committee. **Members of this bargaining unit on the Calendar Committee will review holidays and collaborate with District to create the "work calendars" based on the Calendar created by the Committee.** The Committee will make recommendations to the Superintendent, and the Superintendent will take the recommendations to the Board for final approval.

C. When an authorized holiday falls within an employee's vacation period, that day will not be charged as a vacation day.

## ARTICLE 7 - NEGOTIATIONS PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, may be subject to professional negotiations between them from time to time during the period of the agreement upon mutual agreement by the Board and Union. The parties agree to cooperate in arranging meetings, furnishing necessary information, and otherwise considering and resolving any such matters.

B. Upon request of either party, representatives of the Board and the Union negotiating committees may meet at a time convenient to both parties for the purpose of reviewing the administration of this agreement and to examine problems which may arise out of the administration of this contract. These meetings are not intended to by-pass the negotiations or grievance procedures. Further, each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda covering what they wish to discuss.

C. During the course of any negotiations described in this article, the parties mutually pledge that such negotiations shall be conducted in good faith.

## ARTICLE 8 - GRIEVANCE/ARBITRATION PROCEDURES

**Section 1 – Grievance Procedure**

A. PURPOSE: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise involving the interpretation and/or application of the contract. The administration and intent of all provisions are subject to the Grievance and Arbitration procedure without limitation except as required by Florida Public Employee Law.

B. DEFINITIONS:

**1.** Grievance - The term "Grievance" shall mean a written allegation by a grievant that a controversy, dispute, disagreement, or violation of any kind or character exists out of or in any way involving interpretation or application of the terms of this Agreement.

**2.** Grievant - The term "Grievant" shall mean the employee or group of employees filing a grievance. The Union may be the grievant.

**3.** Immediate Supervisor - The term "Immediate Supervisor" shall mean the principal of the school where the individual is assigned or an immediate supervisor when the individual is not assigned to a principal.

**4.** Employer - The term "Employer" shall mean the School Board or the Administration.

**5.** Days - The term "Days" shall mean working days.

**6.** Party - The term "Party" shall mean the Board and the Union except in the case where there is no Union backing, then it shall mean the Board and the Grievant.

**7.** Bargaining Unit - The term "Bargaining Unit" shall mean all employees of the Board who are members of the Communications Workers of America or eligible to be members of the Union.

C. TIME LIMITS: Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum. Every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement between the Union and the Superintendent or designee.

D. END-OF-YEAR GRIEVANCE: In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the Board's Fiscal Year, and if left unresolved until the beginning of the next year, could result in irreparable harm to the grievant or Union, the time limits set forth herein shall be reduced so that the grievance procedure

may be exhausted prior to the end of the Board's Fiscal Year or as soon thereafter as possible.

E. RELEASED TIME: It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the grievant's work responsibilities.

Release time shall be granted only upon mutual consent of the aggrieved person, the immediate supervisor, and Superintendent or Superintendent Designee. Such released time shall be without loss of pay to the extent required for such participation. All persons involved will make every effort to handle grievances that are being processed promptly and in an expeditious manner.

F. REPRESENTATION: All members of the bargaining unit shall have the right of Union representation at each level of the grievance procedure at the Union's option. Starting at level one, no grievant may be required to discuss any grievance if the Union representative is not present. Any individual employee or group of employees in the bargaining unit shall have the right at any time to present a grievance to the designated representatives of the Board and to have such grievance adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the Collective Bargaining Agreement and the Union has been given the opportunity to be present and make statements for such adjustments. Copies of the Board representative's decision given at any step of the grievance procedure shall be speedily delivered to the grievant and the Union. A grievant shall not be represented by a representative of any other employee organization except the CWA.

**Section 2 – Grievance Progression**

A. INFORMAL DISCUSSION: In the event that an individual employee or a Union representative believes there is a basis for grievance, the individual or the Union representative shall first discuss the alleged grievance with the immediate supervisor. This informal discussion must be requested and should be scheduled within seven (7) working days following knowledge of the act or condition which is the basis of the grievance.

B. LEVEL ONE: If as a result of the informal discussion with the immediate supervisor a grievance still exists, the grievant and/or Union may invoke formal grievance procedures on a form signed by the grievant or a Union representative. A copy of the grievance form shall be delivered to the immediate supervisor within ten (10) working days of the informal discussion. If the grievance involves more than one work site, it may be filed with the Superintendent or his/her designated grievance representative at level two. The immediate supervisor or designated representative shall have five (5) days after receipt of the grievance in which to hold a conference with the grievant and/or Union. The immediate supervisor or designated representative shall have ten (10) days after the conference with the grievant and/or Union to give a written decision.

The immediate supervisor has the option of having representation of his/her choice present during discussion. When a level one discussion is held, copies of the response to the grievance shall be given in writing to the grievant and the Union by the immediate supervisor or designated representative within ten (10) days following the discussion. Such delivery may be electronic.

LEVEL TWO: If the grievance is not resolved to the Union and the grievant's satisfaction or if a written decision is not submitted within the designated time limits at level one, the Union and the grievant may move the grievance to level two by written notice to the Superintendent's designated representative within ten (10) days after the date of the response at level one. The designated representative shall have five (5) days after receipt of the grievance in which to hold a conference with the grievant. The designated representative shall have ten (10) days after the conference with the grievant to give a written decision. Such delivery may be electronic.

LEVEL THREE: If the grievance is not resolved at level two to the Union and the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of level two and before either party formally appeals the grievance to arbitration, the CWA National Representative and Superintendent will meet to review the grievance in an attempt to resolve the issue. Within ten
(10) days the Union and the grievant may move the grievance to arbitration. If the two parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the party seeking arbitration shall file a request with the Federal Mediation and Conciliation to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the Federal Mediation and Conciliation. The arbitrator shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings or final submission. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasons, and conclusions on the issues submitted to arbitration. The decision of the arbitrator shall be submitted to the District, and the Union/grievant, and shall be final and binding upon both parties.

C. POWERS OF THE ARBITRATOR: It shall be the function of the arbitrator, and the arbitrator shall be empowered, to make a final and binding decision on the grievance.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

2. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator and the arbitrator rules that the issue is not arbitrable, it shall be referred back

to the parties without decision, comment, or recommendation on its merits.

D. COSTS: The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

E. NO REPRISALS: No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure. No document of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any member of the bargaining unit.

F. ACCESS TO INFORMATION: The Board and the Administration will cooperate with the Union in its investigation of any grievance and, further, will furnish the Union with such information as is requested.

**Section 3 – Expedited Arbitration**

Any grievance of a disciplinary action including demotion, suspension, or termination of employment, except those grievances that also involve one or more issues of contract interpretation will be submitted to expedited arbitration after the filing of a request for arbitration by the Union.

For expedited arbitration of grievances involving termination of employment, any decision by the arbitrator to award back pay or benefits shall be based on the time period from the effective date of the grievant's termination up to the date of the arbitrator's decision.

A panel of three (3) arbitrators will be selected and agreed upon by the parties. Each arbitrator will serve until his or her services are terminated by written notice from either party to the other party. The arbitrator will be notified that his or her services are terminated by a joint letter from both parties. The arbitrator will conclude his or her services by deciding any grievances heard before the date of the joint letter notifying him or her of termination of services. A successor arbitrator will be selected and agreed upon by the parties.

Arbitrators will be assigned grievances in rotating order designated and agreed upon by the parties. If a grievance is postponed after an arbitrator has been assigned, the grievance will continue to be assigned to the same arbitrator. If a grievance is settled, cancelled, or withdrawn after an arbitrator has been assigned but before the arbitrator decides the grievance, that arbitrator will be the next arbitrator in the rotational order to be assigned a grievance.

If an arbitrator is not available for a hearing within thirty (30) working days after receiving an assignment, the grievance will be passed to the next arbitrator in the rotational order. If no arbitrator can hear the case within thirty (30) working days, the case will be assigned to an arbitrator who can hear the case at the earliest date.

**Procedure for Expedited Arbitration**

The parties will notify the arbitrator by joint letter of the intent to proceed to expedited arbitration. The arbitrator and the parties will agree to a hearing date.

Before the hearing, the parties may submit to the arbitrator a joint stipulation of any facts that the parties agree are not in dispute.

The hearing will be informal, without formal rules of evidence. However, the arbitrator must be satisfied that the evidence submitted is relevant and of a type on which he or she can reasonably rely, that the hearing is in all respects a fair one, and that all facts reasonably obtainable and necessary for a fair decision are brought before the arbitrator.

A transcript of the hearing is not required. However, either party, at the party's own expense, may order a court reporter to attend the hearing. If either party orders a transcript of the hearing, the other party may obtain a copy of the transcript of the hearing upon payment of half the cost of the transcript.

Upon completion of the arbitration hearing, the arbitrator will render a bench decision consistent with and pursuant to the Contract. The arbitrator may affirm, deny grievance, or may modify the discipline.

The decision of the arbitrator will determine the grievance; however, it will only apply to the grievance being arbitrated and will not set practice or precedent.

The time limits above may be extended by written agreement of the parties or at the arbitrator's request.

The decision of the arbitrator will settle the grievance, and the School District, Union and grievant agree to abide by such decision. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the School District and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.

## ARTICLE 9 - LEAVES

**Section 1. Leave Procedures:**

A. Sick time may be used for scheduled appointments and time off needed for medical issues or illness. Whenever the need to use sick time is foreseeable, it should be requested in advance, preferably a minimum of three (3) days prior to use, if possible.

1. When illness (self or family) necessitates an unforeseen absence from work, the employee's supervisor must be notified utilizing the established departmental procedure before the start of the employee's shift.
2. In cases of pattern absence, documentation verifying a need for absence due to illness may be requested by the employer when sick time is utilized. Verifiable, original documentation from a physician will be required to be submitted to the supervisor when the employee returns to work. Absences without acceptable documentation will be considered unexcused and may lead to disciplinary action.
3. After 3 consecutive days of absence, individuals will be contacted and instructed to call Human Resources and apply for FMLA leave in accordance with Board Policy or discuss other leaves applicable to their absence needs.

B. Employees may utilize up to five (5) sick days per year as Personal days. Two (2) Personal days may be used in **one (1)** hour increments at the employee's sole discretion. The remaining Personal days may be used subject to operational needs. Employees should **request the use of the remaining Personal Days** five (5) days in advance, **and the request** will not be unreasonably denied.

C. Vacation time may be requested between December 1st and December 20th for the following calendar year. Employees may select days and/or weeks to take during the following year up to their full allotment of vacation. Requests for vacation time will be granted according to operational needs in order of seniority. **Requests for use of this time will not be unreasonably denied.**

Vacation time not designated during this process and requested during the calendar year will be granted subject to operational needs on a first come, first serve basis. Employees will submit a request at least five (5) working days in advance of the vacation days requested. **Requests for use of this time will not be unreasonably denied.** Requests for vacation made with less than five (5) days' notice may be granted at the employer's discretion.

D. Compensatory time shall be granted at the employee's request in lieu of Overtime. Use of compensatory time will be scheduled at the employee's request, subject to operational needs. Requests to schedule and use compensatory time will not be unreasonably denied.

E. Unpaid Leave may be requested when an employee has exhausted all paid leave and granted at the discretion of Human Resources. A request for unpaid leave should be submitted as soon as the need for such leave is known.

F. Support staff substitutes are the responsibility of the school or department. The employee will not be responsible for providing substitutes for their absences.

**Section 2. Compassionate Leave Program:**

The Compassionate Leave Program is established as a mechanism for accepting from qualified employees the voluntary donation of time from annual accumulated sick leave. Compassionate Leave may be utilized by eligible employees who need extended time off due to a catastrophic, serious health condition or life-altering event of a member of the employee's immediate family, or for someone residing
within the employee's household, for whom the employee is the primary caregiver.

Exclusions include but are not limited to, normal pregnancy, any injury covered by Worker's Compensation or mental/nervous conditions, chemical dependency, alcoholism, or related conditions. The following criteria will govern the creation, maintenance, and use of Compassionate Leave Program.

1. Recipient must have been a regular employee of the district for at least one full year preceding the current fiscal year and must have used all available sick and vacation prior to receiving donated leave.

2. Donors are eligible to donate creditable time they have earned as long as the employee retains a minimum of 30 days of available leave after the donation is deducted.

3. The Leave will be donated to a specific employee at the time the donation takes place.

4. Donations will be on first received from donor, first transferred to recipient.

5. Recipient must complete an application for the Compassionate Leave Program which will contain:
    a. Employee name
    b. Employee Identification number
    c. Beginning and Ending dates of leave requested
    d. Last day of available paid leave
    e. Explanation regarding the circumstances surrounding the reason for leave
    f. Physician's Statement Form providing documentation of injury, illness or accident or other appropriate documentation for which leave is requested.

6. In no event shall any compassionate leave time approved under this policy exceed 60 days.

7. Any unused transferred sick leave hours will return to the authorizing employee on a last in, first out basis.

**Section 3. Sick Time Buyback Program:**
CWA represented employees will be offered an option to "buy back" their sick leave earned during the previous fiscal year at 70% of the value of the leave. In order to qualify for this program, the employee must meet the following criteria.

1. Employees must have used two (2) days or less of their sick/personal leave in the previous fiscal year. Days donated to sick leave pool or Compassionate Leave Program would not count toward the 2-day count.

2. The employee must have completed a full contract year in the fiscal year. An exemption will be granted for a break in service due to reduction in force in the immediate preceding year.

3. The employee must have an accrued leave balance of 30 days or greater.

4. The employee must be actively employed by the District at the time of the distribution of the funds. Application for "buy back" of sick leave must be made on or before October 1, of the current fiscal year. Upon approval, sick leave buy back will be paid subsequent to October 1, but in no event later than December 31.

5. The employee must complete an application to participate in the program.

If employees meet all these qualifications, they will receive payment for the requested, unused days based on the following formula: Number of sick hours accumulated within the district from the previous contract year, multiplied by the employee's hourly rate of pay, multiplied by 70%.

**Section 4. Bereavement Leave Program:**
**Employees who wish to take time off due to the death of an immediate family member should notify their supervisor, Superintendent, or designee immediately. Immediate family is defined to include: husband, wife, child, grandchild, parents or guardian, grandparents, sister, brother, each similar relationship established by marriage, any other legal dependent, and any person for whom the employee was a legal dependent.**
**All employees covered by this Agreement shall be entitled to two (2) consecutive working days paid leave. Proof of the family member's passing will be required to receive Bereavement Leave. Employees may, with their supervisor's, Superintendent, or designee approval, use any available leave for additional time off as necessary.**
**The following criteria will govern the creation, maintenance, and use of the Bereavement Leave Program.**

- **a. Donors are eligible to donate up to five (5) days of creditable time they have earned as long as the employee retains a minimum of 20 days of available leave after the donation is deducted.**
- **b. The leave will be donated to a specific employee at the time the donation takes place.**
- **c. Donations will be on first received from donor, first transferred to recipient.**
- **d. Any unused transferred sick leave hours will be returned to the authorizing employee on a last in, first out basis.**
- **e. Recipient must complete an application for the Bereavement Leave Program which will contain:**
    1. **Employee name**
    2. **Employee Identification number**
    3. **Beginning and Ending dates of leave requested**
    4. **Explanation regarding the circumstances surrounding the reason for the leave**

f. **In no event shall any bereavement leave time approved under this policy exceed 30 days.**

**Section 5. Witness or Jury Duty**

**Leave with pay will be granted for jury duty or witness duty (provided the employee is not a party to the lawsuit or has a personal interest in the matter) pursuant to a subpoena, upon presentation to the administrator of the summons or subpoena. Such leave will be granted based upon the employee's current daily work schedule. Payment received by the employee for jury or witness duty, except for mileage reimbursement, must be endorsed over to the District and submitted to the finance department.**

## ARTICLE 10 - TRANSFERS, PROMOTIONS, VACANCIES, REASSIGNMENTS

A. TRANSFERS: (A lateral move within job classification or within department at the same pay grade)

1. The Union shall be notified in writing of all transfers prior to Board approval.

2. The Board and the Union acknowledge that the authority to make transfers rests with the Board upon the recommendations of the Superintendent. When transfers are made, they shall be made in what is considered to be the best interest of the district program as determined by the immediate supervisor, superintendent, and Board, in determining who will receive the transfer, qualifications and seniority will be among factors considered.

3. Request for transfer to an open position shall be initiated using the online application system.

4. Transfers between work units will be made only where the efficient operation of the district program is of prime importance. Employees recommended by the Superintendent for transfers shall be given notice as soon as possible.
   All requests for transfers in this section shall be made by consultation between the Assistant Superintendent of the Human Resources Department and the employee. However, nothing in this section shall prohibit the employee discussing a possible transfer with the immediate supervisor(s) of the work unit(s) in which an interest is shown. In instances where a requested transfer is not granted, the employee may request a conference with the Assistant Superintendent of the Human Resources Department and the immediate supervisor where the interest is shown for the purpose of reviewing the decision.

B. REASSIGNMENTS: (A move by an employee into a different position)

1. The Union shall be notified in writing of all reassignments prior to Board approval.

2. The Board and the Union acknowledge that the authority to make reassignments rests with the Board upon recommendations of the Superintendent. When reassignments are made, they shall be made in what is considered to be in the best interest of the District programs as determined by the immediate supervisor, Superintendent, and Board. Qualifications and seniority will be the primary factors considered in making the decision.

3. Request for reassignment to an open position **is** initiated by the employee using the online application system.

4. Reassignments between work units during the fiscal year will be made only where the efficient operation of the District is of prime importance. Employees recommended by the Superintendent for reassignment shall be given notice as soon possible. All requests for reassignment in this section shall be made by consultation between the Assistant Superintendent of the Human Resources office and the employee. However, nothing in this section shall prohibit the employee discussing a possible reassignment with the immediate supervisor(s) of the work unit(s) in which an interest is shown. In instances where a requested reassignment is not granted, the employee may request a conference with the Assistant Superintendent of the Human Resources office for the purpose of reviewing the decision.

C. **PROMOTIONS: (A move into a position with a higher level of responsibility and at a higher rate of pay)**

1. The Union shall be notified in writing of all promotions prior to Board approval.

2. The Board and the Union acknowledge that the authority to make promotions rests with the Board upon recommendations of the Superintendent. When promotions are made, they shall be made in what is considered to be in the best interest of the district program as determined by the immediate supervisor, Superintendent, and Board. In determining who will receive the promotion, qualifications and seniority will be the primary factors considered.

D. **UPGRADES**: (**A current position with additional responsibilities. justifying an increase in pay)**

1. All requests for upgrades affecting MBU's will be considered in the collective bargaining process under Article 20.

2. The submitted requests will be justified with job descriptions and job qualifications as to the increase of duties and/or responsibilities.

E. **VACANCIES: (Any Positions not filled)**

1. Whenever a vacancy occurs in any position that is not filled by a transfer, reassignment, promotion, or a new position is created within the District, it will be publicized on the District employment website. The notices shall be posted on the District for five (5) working days. Requirements for the position will be included in the notice. All written applications and resumes will be screened. Only the qualified applicants will be interviewed. Applicants who are not interviewed will be notified by the District of that decision. Upon request, the hiring supervisor will meet with applicants to discuss the reason(s) why they were not selected. Qualifications will be determined by the District's approved job description manual.

2. A member of the executive board, or designee, of the Communications Workers of America (CWA) may, at its discretion be utilized to screen candidate's qualifications as it pertains to the posted vacancy notice.

3. The merits of the applicant will be judged by the interview committee as they relate to the applicant's ability to perform the responsibilities outlined for the position.

4. Records of vacancies can be obtained by visiting the District employment website. The District agrees to provide electronic website posting of, group health, EAP, and emergency information for employees. Also, specific duties, hours per day, days per year, hourly rate and/or annual salary will be on all job vacancy notices. At the Union's discretion, they may make position vacancies known to employees through other means, including posting on a Union office bulletin board or on the Union website.

5. When filling vacancies the desire of employees will be considered.

6. This article is not intended to supersede the District's authority to make lateral reassignments and/or reduction in force reassignments in order to fill vacancies.

7. There may be instances where it is determined to be in the District's best interest not to fill a vacant position.

## ARTICLE 11 - MISCELLANEOUS

A. Should any provision of this agreement be declared illegal by a court of competent jurisdiction, or be in conflict with state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the deleted provisions. Any permissive legislation or legal clarification by a court of competent jurisdiction may be subject to further negotiations during the life of this contract provided both parties agree.

B. Any member of the bargaining unit who is involved in litigation as a result of his/her Board assigned responsibilities shall be provided legal counsel. Legal counsel will advise the employee of his/her rights and obligations and render assistance in connection with handling the incident by law enforcement and judicial authorities.

C. A complaint which is lodged by a parent, student, or other individual against an employee who is a member or eligible for membership in the Union will only be included in the employee's personnel file if the employee is provided with information about the complaint. The employee shall be given the opportunity to file his/her explanation with the complaint prior to any action.

D. The Board agrees that a copy of current Rules and Regulations shall be available to members or employees eligible for membership in the Union on the District website.

E. Benefit coverage will become effective for an eligible employee on the first day of the calendar month following 30 days of employment provided the employee is actively at work on that date and the employee attended a benefits enrollment meeting and has enrolled.

F. Upon ratification of the proposed agreement by the Board and the Union, the Board agrees to furnish, at its expense, one copy of the agreement for each member of the bargaining unit. One electronic copy of the contract will be furnished to the CWA and one electronic copy will be posted on the District website. Any additional copies to be printed at the expense of the Union.

G. The Board agrees to work jointly with the Union to provide employee groups with job in-service/improvement programs and/or activities. Individual Employee Job In-service and/or Improvement will be considered.

## ARTICLE 12 - DISCIPLINE DEFINED and DISCIPLINE PROCEDURES

**A. Discipline of a MBU may be progressive. Progression may be as follows: documented verbal warning, written warning, suspension, termination.**

1. Verbal warning: A verbal warning is issued in writing and will remain in an employee's file, however, after **one (1)** year, it cannot be used as the basis for further progressive discipline.

2. Written warning: A written warning will remain in an employee's file, however, after **two (2)** years, a written warning cannot be used as the basis for further progressive discipline.

3. Final written warning (with or without suspension): A final written warning may or may not include day(s) of suspension without pay per School Board Policy. A "paper" (working) suspension may be issued in lieu of a physical suspension. **A final written warning will remain in an employee's file, however, after three (3) years, a written warning cannot be used as the basis for further progressive discipline.**

4. Recommendation of Termination: A recommendation of termination will be submitted to the Superintendent and Board for action.

**B. Members are entitled to due process prior to any decisions regarding discipline.**

**1. Due process shall include:**
- **a. Notification (Did employees know the rule existed)**
- **b. Reasonableness (Fair and proper under the circumstances)**
- **c. Sufficient investigation**
- **d. Fair Investigation (Was the investigation unbiased?)**
- **e. Substantial Evidence**
- **f. Consistency (Are the rules and discipline being applied fairly?)**
- **g. Fair Discipline (Does the discipline fit the infraction?)**

**2. The following notices will be issued to MBUs during due process:**
- **a. Notice of Investigation (informs MBU he/she is under investigation)**
- **b. Notice of Due Process (informs MBU of meeting to discuss allegation(s))**
  - **1. Documentation will accompany the Notice of Due Process**
- **c. Notice of Discipline (informs MBU of action taken)**
- **d. All notices will be given to MBU at least 48 hours prior to the scheduled meeting.**

**C. The MBU has the right to have a representative present during any time of disciplinary procedure. When a request for such representation has been made, no action shall be taken with respect to the MBU until such representative shall have a reasonable opportunity to be present.**

**D. No reprimand or discipline shall be discussed by the administrator(s), MBU, or representative involved in the presence of students, parents, or employees. The MBU shall not discuss any open investigation matters with any witnesses, parents, staff, students, or the complaining party to avoid interference with the investigation. The MBU may discuss the matter with a representative.**

**E. An employee may be disciplined for cause, up to and including termination, for reasons including but not limited to the following:**

1. **Violation of a policy of the School Board Rules and Regulations of Indian River County, Florida.**
2. **Gross insubordination, refusal to follow a proper directive, order, or assignment from a supervisor.**
3. **Misconduct.**
4. **Willful neglect of duty.**
5. **Use of, or being under the influence of, drugs and/or alcohol.**
6. **Conviction of any crime involving moral turpitude.**
7. **Endangering the health, safety or welfare of any student or employee of the District.**
8. **The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction.**
9. **Improper use of leave.**
10. **Time theft.**

F. The District reserves the right to skip steps in order to effectively handle certain serious offenses, which may warrant immediate action, up to and including a recommendation to the Superintendent of suspension or possible termination.

G. During any of the above steps of discipline procedures, the employee retains the right to file a grievance **(see Article 8)**.

**H. In the event that a decision of reinstatement is made from termination, demotion, or suspension, the employee will not suffer loss of salary or any other benefits because of the termination, demotion, or suspension action.**

**I. Weingarten Rule: Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, the following apply:**

**1. Rule 1: The employee must make a clear request for union representation before or during the interview. The employee cannot be disciplined in any way for making this request.**

**2. Rule 2: After the employee makes the request, the employer must choose from among the following options. The employer must either:**

- **a. Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or**
- **b. Deny the request and end the interview immediately; or**
- **c. Give the employee a choice of:**
  - **1. Having the interview without representation or**
  - **2. Ending the interview.**

**3. Rule 3: If the employer denies the request for union representation, and continues to ask questions, it commits unfair labor practice, and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.**

J. In case of a written warning placed in an employee's personnel file, the employee shall be given the right to a conference with the immediate Supervisor, if desired, and the opportunity to include in his/her file a written statement on his/her behalf. The employee shall be notified of any negative material which may affect his/her employment status, to be placed in his/her file, and given the right to respond.

K. In the event an employee is discharged, demoted, or suspended, the matter of whether the discharge, demotion, or suspension was without just cause shall be handled in accordance with the following:

- If the employee has not completed the probationary period, a grievance alleging that the action was without just cause shall be subject to processing through the first two formal steps of the Grievance Procedure but shall not be subject to the third step, arbitration. The action decided at the second step shall be final and binding on the parties.

- If the employee has completed the probationary period, a grievance alleging that the action was without just cause shall be subject to processing through the Grievance and Arbitration Procedure refer to Forms Addendum.

L. During any of the above steps of reprimand procedures, the employee retains the right to file a grievance.

M. In the event that a decision of reinstatement is made from **termination**, demotion, or suspension, the employee will not suffer loss of salary or any other benefits because of the **termination**, demotion, or suspension action.

## ARTICLE 13 - REDUCTION OF PERSONNEL

A. Recognizing the fact that the Board and Superintendent are legally charged with the responsibility of staffing the support services provided by the Board, this responsibility must be carried out in a manner that provides an effective level of operation as determined by the Board and Superintendent. It is recognized that occasions arise from time to time when it is necessary to reduce operating budgets or services. In the event this should occur, the Superintendent and his/her staff will analyze the total school program and services provided, including but not limited to personnel, in order to make recommendations to the School Board.

1. The District will make every effort to place any MBU affected by contracting for services in position vacancies for which they may qualify.

2. The District will encourage and work with any contractor providing services to the District, to employ MBU's affected by the contracting out of services.

3. Any plan to institute contracted services will be published by January 1st prior to the fiscal year (July 1st) implementation.

B. When personnel who are eligible for membership in the Communications Workers of America bargaining unit are to be affected by a reduction in the number of working positions, the Union shall be notified by the Superintendent or his designee. The following procedures shall be used when reducing personnel who are eligible for membership in the Communications Workers of America bargaining unit.

1. After all contract personnel are reduced within the work group, continuous contract personnel with the least continuous seniority in the School District of Indian River County will be affected first by any reduction.

**2. A "Work group" is defined as number of employees performing work of a similar nature.**

Work groups:

A. Clerical (dependent on skills)
B. Custodial and Warehouse
C. Food Service
D. Bus Drivers
E. Bus Assistants
F. Teacher/Media/Computer Lab Assistants/ **Manager, Behavior Technicians,** Self-Care Aides
G. **School Nurses**
H. Physical Plant Workers (dependent on skills, certification, and licensure)
I. Mechanics
J. **Security Monitors**
K. **Information Technology**

3. Personnel may not be placed into a higher pay grade as a result of a reduction.

4. If two or more employees are equal under No. 1 above, consideration will then be given to the following:

   a. The greatest number of years of work experience at the task under consideration.

5. Any employee who would become eligible for retirement within the year during which they are affected by a reduction in personnel shall be given every consideration to acquire the additional required time.

C. The following procedures shall be used when recalling personnel who are eligible for membership in the Communications Workers of America bargaining unit.

1. All personnel affected by the reduction as specified in Section B shall be given first consideration to fill vacant positions that occur up to, and including, the following school year, provided the employees are fully capable of performing the job responsibilities under consideration.

2. An employee who has established a good work record as determined by the Board and who has been affected by the reduction as specified in Section B and who is capable of performing the duties of a vacant position shall be recommended to fill that vacant position before a new employee is employed.

3. Employees shall be recalled in inverse order outlined in Section B. Within five (5) days of the receipt of a letter of recall, or ten (10) days following the postmark date on the letter, an employee shall notify the Human Resources Department in writing whether he/she shall accept employment. Failure to respond to the letter of recall or to accept the position within the time required automatically terminates the employee's rights of recall. The employee is responsible for maintaining a current address and telephone number in the Human Resources Department at all times for purposes of this section. The letter shall be mailed to the employee at the address by certified mail, return receipt requested.

4. No benefits shall accrue to individuals who are waiting to fill vacancies.

## ARTICLE 14 - EVALUATIONS

A. All employees will be evaluated at least once each year employing procedures and criteria developed by the School Board.

B. Employees will be made aware of the criteria and appraisal forms for evaluation at the beginning of each fiscal year or during the first month of employment.

C. The annual evaluation form will be signed by the employee. It is understood that by signing, the employee is not indicating agreement with the evaluation. A copy will be filed in the employee's personnel file and a copy will be given to the employee.

D. If the annual evaluation shows an MBU is not performing in an acceptable manner, **a pre-conference will be held** within thirty (30) days following the identification of the **area that needs improvement** to **create action steps of support that address the area(s) of concern. A follow-up conference will be scheduled within thirty (30) days after the pre-conference to review the action steps taken and provide feedback to the MBU.**

E. All annual evaluations are to be completed on the dates described below and placed in the appropriate personnel files by July 15th of each year. Administration reserves the right to do interim evaluations.

10 Month Employees May 25

11 Month Employees June 15

12 Month Employees June 30

## ARTICLE 15 - BULLETIN BOARDS/USE OF FACILITIES AND COMMUNICATIONS

A. The Union may post notices of activities and matters of the Union on a bulletin board specifically assigned by the facility through the individual responsible for the facility. Each facility will provide a minimum of one (1) bulletin board designated for Union use. No material will be posted which is of a political nature or promotes a strike, work stoppage, or picketing.

B. The Union and its representatives shall be considered a school-related group regarding the use of school buildings for meetings. The Union or its representatives shall make proper arrangements with the school principal and adhere to regulations set forth in School Board Policy 7510.

C. The Indian River County courier service will be available within District facilities to the Union without expense for any reasonable handling of mail. Reimbursement as mutually agreed upon is expected if usage exceeds reasonable limits as determined by the Board. If agreement is not reached, courier service will be discontinued for the Union.

D. Mailboxes assigned to members of the bargaining unit in each school may be used for Union communication at the discretion of the Union.

E. When school announcements are made through written bulletins, brief Union announcements may be included with prior approval of the principal.

F. The Union president via district e-mail may communicate announcements of CWA Local 3180 meetings with attached agenda.

G. Union members will be given an opportunity to meet with bargaining unit members for the purpose of explaining the contract and other related matters. Arrangements for these meetings will be worked out between representatives of the Union and principals of individual schools.

H. The Union president via the automated calling system may communicate announcements regarding voting to MBUs.

I. The Union may request temporary access to utilize District distribution lists to communicate announcements to MBUs.

## ARTICLE 16 - HEALTH & SAFETY

A. Safety complaints or hazardous conditions shall be promptly reported **in writing** by the employee to his/her immediate supervisor and promptly thereafter to the **Union president**.

B. The District and Union will establish a joint Labor/Management Safety Committee to develop and promote continuous improvements and employee involvement in safety and health processes. The committee will consist of Union and Management representatives not to exceed six (6) each. District personnel who have authority to affect safety improvements will be in attendance. Each party will select their respective members, including a Union and District Co-chair. The Committee will meet at minimum, four times per year, or more if needed.

C. Any employee qualifying for participation in the Districts Workers' Compensation Return-to-Work Program as per District School Board policy 8442, assigned by Risk Management, will be paid at 100% of the regular rate of pay, for their contracted work period.

D. **Uniform attire is at the discretion of the district for each individual department**. For certain **work groups**, uniforms are provided by the District to ensure employees demonstrate a professional image, and to identify individuals on the job as District employees. Employees who are provided uniforms are expected to wear them during assigned work hours.

**The following work groups will be provided uniform attire:**

1. **Warehouse**
2. **Groundskeepers**
3. **Custodial**
4. **Cafeteria**
5. **Physical Plant**
6. **School Nurse**
7. **Transportation**

E. For some positions, safety shoes may be necessary **personal protective equipment** (PPE). The District will determine which positions will require safety shoes. Employees who are provided safety shoes or an allowance for purchasing approved safety shoes are expected to wear them during assigned work hours. Non-safety shoes are not permitted in lieu of safety shoes when required for the job. If specialized shoes **(special width or non-average sizes)** are needed and cannot be provided by the district, MBUs shall be reimbursed up to **$75.00** annually.

1. **Welders will be provided one pair of safety shoes (carbon or steel toe) annually. Painters will be provided one pair of non-slip shoes (rubber-soled, closed toe) annually.**
2. **Cafeteria staff will be provided one pair of non-slip shoes (rubber-soled, closed toe, leather) annually.**
3. **School Nurses will be provided one pair of non-slip shoes (rubber-soled, closed toe, leather) annually.**

F. **MBUs who require special PPE (such as shade hats, etc.) may make the request to their supervisor and may also address the matter with the department or District Safety committees.**

G. **Employees who damage uniforms at work will notify supervisor immediately for replacement item at no cost to employee. Employees will only be charged for lost items and may have the option to purchase additional attire.**

## ARTICLE 17 - SICK LEAVE BANK

A. MEMBERSHIP

All full-time non-instructional employees of the School District of Indian River County who have been employed at least one (1) year and having accrued at least six (6) days of sick leave as of the date of application may enroll in the Sick Leave Bank.

Interested employees may enroll by voluntarily contributing two (2) sick leave days to the bank during the established registration period. Initial enrollment in the Sick Leave Bank will take place during the month of November. Employees may not contribute more than two (2) sick leave days during any additional contribution period in that fiscal year. Sick leave days donated to the bank by employees will not be returned to employees except as here after provided.

B. ESTABLISHMENT AND DURATION

A Sick Leave Bank shall not come into existence until at least two hundred (200) days are deposited. A review of the sick leave bank and its procedures will be conducted by the governance committee prior to July 1 of each year. Based on this review, changes will be made if necessary.

C. ADMINISTRATION AND GOVERNANCE

1. Sick Leave Bank will be administered, and form distributed through the Human Resources Department.

2. A review committee consisting of two representatives appointed–by the Superintendent, two representatives appointed by the Communications Workers of America, and one representative jointly appointed will administer the Sick Leave Bank. This committee shall approve or deny each request for sick leave bank days and investigate any alleged abuses. The committee reserves the right to request a second medical opinion.

D. BENEFITS

In the event of catastrophic illness of a participating employee, causing the employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

1. All accumulated sick leave of the employee must first be expended, followed by an unpaid leave of three (3) continuous workdays.

2. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident, or injury.

3. Application for use of the Sick Leave Bank must be made to the Risk Management Department. Applications shall include:

a. A doctor's statement certifying the illness and the necessity for the protracted leave. A doctor's release statement will be necessary before the employee is allowed to return to work.

b. Certification by the employee of the date on which all sick leaves will be exhausted and the date on which the sick leave bank is to be used.

4. A maximum of thirty (30) paid working days may be received by an employee in a fiscal year.

5. An employee who is a member of the Sick Leave Bank shall not be eligible to use sick leave from the bank if the employee is on injury or illness-in- the-line-of-duty, workers' compensation, or other paid leaves.

E. REPLENISHMENT

After the bank is established, each participating member shall contribute two (2) additional days if the bank drops to a balance of below 100 days. When it becomes necessary to replenish the bank, the contributions shall be equally required of all employees participating.

F. DISSOLUTION

In the event the Sick Leave Bank is terminated, all unclaimed sick leave days will be returned to participating members where possible. Returning of days will be accomplished equally to those members who have not utilized sick bank leave withdrawal.

G. WITHDRAWAL OF PARTICIPATION

A participating employee who chooses to withdraw from participation in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed.

H. PARTICIPATION ABUSE

If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay (in days or dollars, i.e., member's daily rate of pay) all of the sick leave credit drawn from the bank and be subject to such other disciplinary actions as determined by the District School Board through appropriate established procedures.

I. HOLD HARMLESS

The School District of Indian River County employees who are members of the Sick Leave Bank, or officers and agents are held harmless for the cost and results of any action which may be brought by any of its members, group, groups of members or agencies of the law with respect to the establishment, administration or expenditure of the assets of the Sick Leave Bank.

## ARTICLE 18 - RETIREMENT INCENTIVE PLAN

A. A member of the Bargaining Unit who would be eligible for retirement under an existing state retirement system shall be paid a retirement incentive of fifteen percent (15%) of his/her current annual salary, excluding supplements plus 1% for every five full years of service in the District.

Provided that the member:

1. begins the retirement process six months prior to retirement by notifying the district Human Resources office in writing of the intention to retire with the effective retirement date specified; and

2. retires in the first year eligible for retirement without FRS penalty; and

3. has provided at least ten (10) years of continuous service to the District immediately prior to retirement.

B. The retirement incentive will not be paid to any employee if the employee continues full-time employment with the Board after the first year in which he/she becomes eligible for retirement without penalty. (i.e., 6 years or more FRS service and age 62; or 30 years FRS service at any age.)

C. It shall be the responsibility of each employee to determine, through the Florida Retirement System his/her eligibility for retirement and to establish that he/she meets the requirements set forth for the collection of retirement incentive and to certify same to the Human Resources office.

D. At the time the retirement process is initiated, failure to declare transfer credits, military service credits, or any other similar provisions which will alter the retirement status will be sufficient grounds to cancel the retirement incentive pay.

E. The retirement incentive will be paid in a lump sum immediately prior to the indicated time of retirement.

F. Financial Feasibility:

If, after computing the financial impact of plan applicants, it is found that there is a significant cost to the District, the Board will withdraw the incentive for that fiscal year. In that instance, those who had applied may choose to defer their retirement to anytime during the following year and will be given first priority to retire with incentive the following year. The decision by the Board to withdraw the incentive will be made within sixty (60) calendar days of receiving the request for the retirement incentive.

## ARTICLE 19 - POSITIONS, COMPENSATION, AND FRINGE BENEFITS

**A. POSITION AND GRADE (Hourly employees)**

| Paid Days | Job Title | Hours per day | Pay Grade |
|---|---|---|---|
| 180 | STUDENT MONITOR | 2 | 4 |
| 186 | BEHAVIOR SUPPORT TECHNICIAN | 7.5 | 9 |
| 186 | BUS ASSISTANT | VARIES | 5 |
| 186 | BUS DRIVER | VARIES | 9 |
| **186** | **CAFETERIA BAKER** | **4 or more** | **4** |
| **186** | **CAFETERIA COOK** | **4 or more** | **4** |
| **186** | **CAFETERIA WORKER** | **4 or more** | **4** |
| 186 | ESE SELF-CARE AIDE | 7.5 | 5 |
| 186 | ESE TEACHER ASSISTANT 3-5 | 7.5 | 6 |
| 186 | ESE TEACHER ASSISTANT 6-21 | 7.5 | 6 |
| 186 | SCHOOL COMPTR LAB ASSISTANT | 7.25 | 6 |
| 186 | Security Monitor I | 7.5 | 6 |
| 186 | Security Monitor II | 7.5 | 7 |
| 186 | TEACHER ASSISTANT | 7.5 | 6 |
| 186 | TEACHER ASSISTANT - ESOL ELEME | 7.5 | 7 |
| 186 | TEACHER ASSISTANT - ESOL MIDDL | 7.5 | 7 |
| 186 | TEACHER ASSISTANT - ESOL SR HI | 7.5 | 7 |
| 186 | TEACHER ASSISTANT EXCEPTIONAL | 7.5 | 6 |
| 186 | TEACHER ASSISTANT TITLE I ELEM | 7.5 | 6 |
| 186 | TEACHER ASSISTANT, ADULT ED | 7.5 | 6 |
| 186 | TEACHER ASSISTANT, OTHER BASIC | 7.5 | 6 |
| 186 | TEACHER ASSISTANT, PRE-K | 7.5 | 6 |
| 196 | CAFETERIA MANAGER TRAINEE | 8 | 5 |
| 196 | CHILD DEVELOPMENT ASSOCIATE | 7.5 | 9 |
| 196 | ESE JOB COACH | 7.5 | 8 |
| 196 | HEALTH ASSISTANT 1 | 7.25 | 6 |
| 196 | HEALTH ASSISTANT 2 | 7.25 | 10 |
| 196 | HEALTH ASSISTANT 3 | 7.25 | 12 |
| 196 | MEDIA CENTER ASSISTANT, ELEMEN | 7.25 | 5 |
| 196 | MEDIA CENTER ASSISTANT, MIDDLE | 7.25 | 5 |
| 196 | MEDIA CENTER ASSISTANT, SENIOR | 7.25 | 5 |
| 196 | SECRETARY I | 7.5 | 6 |
| 196 - 250 | SWITCHBOARD OPERATOR/RECEPTION | 7.5 | 5 |
| 220 | DISPATCHER, TRANSPORTATION | 8 | 4 or 6 |
| 196 - 250 | SENIOR SECRETARY I | 7.5 | 7 |

| | | | |
|---|---|---|---|
| 250 | ACCOUNTS PAYABLE CLERK FOOD SE | 7.5 | 8 |
| 250 | AIR CONDITIONING/REFRIG MECHAN | 8 | 12 |
| 250 | BOOKKEEPER MIDDLE SCHOOL | 7.5 | 8 |
| 250 | BOOKKEEPER EXTENDED DAY | 7.5 | 10 |
| 250 | BOOKKEEPER SENIOR HIGH SCHOOL | 7.5 | 10 |
| 250 | BOOKKEEPER, TRANS | 8 | 10 |
| 250 | BUILDING AUTOMATION SPEC | 8 | 14 |
| 250 | BUYER | 7.5 | 9 or 12 |
| 250 | CARPENTER | 8 | 11 |
| 250 | CREW CHIEF | 8 | 13 |
| 250 | CUSTODIAN - REGULAR | 8 | 4 |
| 250 | Data Entry Clerk | 8 | 6 |
| 250 | ELECTRICIAN | 8 | 12 |
| **250** | **ELECTRONIC TECHNICIAN II** | **8** | **12** |
| 250 | EMPLOYMENT TECHNICIAN | 7.5 | 9 |
| 250 | ESE RECORDS SPECIALIST | 7.5 | 8 |
| 250 | FINGERPRINT SPECIALIST | 7.5 | 9 |
| 250 | FISCAL SPECIALIST I | 7.5 | 10 |
| 250 | FISCAL SPECIALIST II | 7.5 | 12 |
| 250 | FNS TRADES TECHNICIAN | 8 | 12 |
| 250 | GENERAL MAINTENANCE WORKER | 8 | 7 |
| 250 | GROUNDSKEEPER | 8 | 7 |
| 250 | GROUNDSMAN | 8 | 7 |
| 250 | HEAD CUSTODIAN I | 8 | 6 |
| 250 | HEAD CUSTODIAN II | 8 | 8 |
| 250 | INDOOR AIR QUALITY TECHNICIAN | 8 | 6 |
| 250 | JUNIOR PROGRAMMER | 7.5 | 13 |
| 250 | LOCKSMITH | 8 | 11 |
| 250 | MECHANIC | 8 | 12 |
| 250 | OUTREACH SPECIALIST | 7.5 | 8 |
| 250 | PAINTER, LEAD | 8 | 11 |
| 250 | PARTS EXPIDITOR | 8 | 10 |
| 250 | PERSONNEL RECORDS SPECIALIST | 7.5 | 8 |

| | | | |
|---|---|---|---|
| 250 | PERSONNEL RECORDS TECHNICIAN | 7.5 | 9 |
| 250 | PESTICIDE APPLICATOR | 8 | 9 |
| 250 | PLANT OPERATOR | 8 | 8 |
| **250** | **PLUMBER** | **8** | **12** |
| 250 | PRINTER | 8 | 10 |
| 250 | PROPERTY RECORDS TECHNICIAN | 8 | 9 |
| 250 | RECORDS SPECIALIST | 7.5 | 8 |
| 250 | RECORDS SPECIALIST HIGH SCHOOL | 7.5 | 8 |
| 196 - 250 | SECRETARY II-ADMINSTRATIVE | 7.5 | 8 |
| 250 | SECRETARY/BOOKKEEPER MAINT | 8 | 10 |
| 250 | TILE SETTER/MASON | 8 | 11 |
| 250 | TRANS COMPUTER ROUTING SPECIAL | 8 | 6 |
| 250 | TRANSPORTATION OPS SPECIALIST | 8 | 8 |
| 250 | WAREHOUSE FOREMAN | 8 | 13 |
| 250 | WAREHOUSE WORKER | 8 | 8 |
| 250 | WELDER | 8 | 10 |

**B. Salaried Employees**

| | | |
|---|---|---|
| 250 | Educational Technology Specialist | CWA-SAL |

**C. EXPLANATION**

1. Each classification is named, and a pay grade is allotted. There may be several classifications in the same pay grade when the classifications are comparable in skill, complexity, knowledge, and training.

**a.** For new hires, a maximum of nine **(9)** years of outside experience related to the position may be granted in the pay grades when verified in writing.

**b.** For internal changes: Transfers, reassignments, and lateral moves: An employee changing positions under one of these circumstances as defined in Article 11, will carry all of the experience steps to the new position. In-house District experience is defined as employment as a temporary employee working in the same position for a period of time greater than six months.

**c.** Promotions: An employee being promoted as defined in Article 11 will carry their experience steps, salary schedule or up to 10 years of related experience. Experience may be from outside the district or in the bargaining unit. All documented related experience will be verified by the Human Resources office.

2. Following the probation period and for outstanding performance in a work position, the School Board may determine the position on the salary schedule at which the employee may be placed. When this provision is exercised, the Board will notify the Union prior to taking action.

3. The proposed wage schedules as outlined will include years of actual service plus any work experience granted upon initial employment.

4. **No further increases will be afforded bargaining unit employees upon expiration of this agreement, absent mutual written agreement by the parties.**

5. **Twelve-month positions may be posted and filled as 11- or 10-month positions at the request of a Bargaining Unit member.**

D. WAGE PROGRESSION

1. Employees will advance to the next Tier and be paid at the rate corresponding to their job grade upon a service anniversary.

2. **All MBUs will receive a salary increase as follows for the length of the current contract (July 1, 2024-June 30, 2026):**

| | |
|---|---|
| **2024-2025** | **3%** |
| **2025-2026** | **3%** |

**2024-2025**

| Years of Service | Tier | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Start** | **1** | **16.15** | **16.32** | **16.43** | **16.51** | **16.69** | **17.46** | **18.33** | **19.21** | **20.12** | **22.28** | **24.41** |
| **3 Years** | **2** | **16.37** | **16.39** | **17.17** | **17.86** | **18.75** | **19.64** | **20.58** | **21.55** | **22.57** | **25.12** | **27.54** |
| **6 Years** | **3** | **17.97** | **18.30** | **19.20** | **19.96** | **20.96** | **21.98** | **23.04** | **24.11** | **25.28** | **28.14** | **30.88** |
| **9 Years** | **4** | **18.62** | **19.01** | **19.93** | **20.73** | **21.77** | **22.85** | **23.93** | **25.04** | **26.25** | **29.23** | **32.06** |
| **12 Years** | **5** | **19.35** | **19.72** | **20.68** | **21.54** | **22.59** | **23.70** | **24.83** | **26.03** | **27.24** | **30.35** | **33.32** |

**2025-2026**

| Years of Service | Tier | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Start** | **1** | **16.63** | **16.80** | **16.92** | **17.01** | **17.19** | **17.98** | **18.88** | **19.79** | **20.72** | **22.95** | **25.14** |
| **3 Years** | **2** | **16.86** | **16.88** | **17.69** | **18.40** | **19.31** | **20.23** | **21.20** | **22.19** | **23.24** | **25.88** | **28.37** |
| **6 Years** | **3** | **18.51** | **18.85** | **19.78** | **20.56** | **21.59** | **22.64** | **23.73** | **24.84** | **26.03** | **28.98** | **31.81** |
| **9 Years** | **4** | **19.18** | **19.58** | **20.53** | **21.36** | **22.43** | **23.53** | **24.64** | **25.79** | **27.04** | **30.11** | **33.03** |
| **12 Years** | **5** | **19.93** | **20.32** | **21.30** | **22.18** | **23.27** | **24.41** | **25.58** | **26.81** | **28.06** | **31.26** | **34.32** |

E. **ADDITIONAL COMPENSATION:**

1. **When there is no other instructional personnel or resource that can provide coverage in a classroom, as determined by the principal, the principal may request a qualified support staff MBU to supervise a classroom.**

2. **MBUs assigned to supervise a classroom will be compensated an additional $5.00 per hour for all hours, when supervising a classroom when no instructor or guest educator is available.**

3. **All time should be turned in weekly on Friday no later than 5:00pm to the school principal or designee before submitted for payment. If there is an emergency barring the individual from submitting their time by Friday, it must be submitted on the first day of return to work. All time is subject to review and approval by the principal before time is submitted to payroll.**

4. **MBUs are not responsible for instructional tasks included but not limited to lesson planning and grading.**

5. **The District will make every effort to respond timely when MBUs request assistance due to classroom management issues and/or disciplinary matters.**

6. **The principal or designee is responsible for providing necessary information to monitor the class including rosters for attendance, seating charts, assignments, and other necessary items.**

F. **WAGES DURING DECLARED EMERGENCY:**

1. **"Essential personnel" are defined as MBUs in transportation, food service, IT department, clerical/secretarial, custodians and maintenance personnel who volunteer for storm duties per the process outlined in this MOU. Because we are required by law to serve the County by providing emergency shelters, the District reserves the right to require any or all essential personnel to work if there are not enough volunteers. Seniority and specific skill sets needed will be factors of consideration if any mandatory assignment is made.**
2. **During a declared emergency there are three stages: Pre-event Preparation (Group A), Shelter Operations (Group B) and Post-event Recovery (Group C).**
3. **Volunteers will be requested for all groups before each declared storm.**
4. **The senior-most volunteer to fill a position will be selected first until all positions are filled.**
5. **During a state of emergency or imminent threat of disaster, as declared by the Superintendent of Schools ("Declared Emergency"), the following provisions will be implemented after the declaration of an emergency or imminent threat of disaster as declared in compliance with the provisions contained herein:**

a. **<u>Pre-event Preparation:</u> Once the Superintendent of Schools issues a "Declaration of Release" and releases all non-essential personnel from duty, all essential personnel in Group "A" will be paid "triple time" (3.0) which includes their regular hourly rate of pay (1.0) plus hazard pay of two times their hourly rate (2.0) for all for hours worked during the period of Pre-event Preparation.**

**Triple Time (3.0) = Regular hourly rate of pay (1.0) + Hazard Pay (2.0)**

b. **<u>During-event Shelter Operation</u>: Staff assigned to work in designated shelters (Group B) will be paid "double time" (2.0) which includes their regular hourly rate of pay (1.0) plus one time their hourly rate (1.0) for all hours worked, from time of reporting to a shelter for duty, until being relieved from shelter staffing duty. Sleep/rest time shall not be excluded from total hours worked while in the shelter and it is expected that shelter workers will be on-call to handle emergencies as needed.**

**Double time (2.0) = Regular Hourly Pay (1.0) + Hourly Rate of Pay (1.0)**

1. **Transportation Staff assigned to transport people to and from shelters will be paid their regular hourly rate (1.0) and will receive hazard pay of one time their hourly rate of pay (1.0) for all hours worked during shelter operations.**

c. **<u>Post-event Recovery</u>: Group C (by the direction of the district) will report for recovery operations to reopen schools and facilities. All MBUs assigned to perform Post-event Recovery duties (Group C) will be paid triple time (3.0) which includes their regular**

**hourly rate of pay (1.0) plus <u>hazard</u> pay of two times their hourly rate (2.0) for all for hours worked during the period of Post-event Recovery.**

**Triple Time (3.0) = Regular hourly rate of pay (1.0) + Hazard Pay (2.0)**

6. **Employees sent home by the Superintendent because of an emergency who are not classified as "Essential Personnel" will receive their regular hourly rate. Upon notice that they are to return to work, CWA employees will be paid their regular hourly rate and any additional pay provided by this MOU will not apply to those CWA employees.**

7. **In the event of a Declared Emergency taking place during a weekend, the above established parameters of pay will supersede the 1.5 overtime pay that is stated in the CWA CBA.**

8. **<u>District makeup days</u>:**
   **In the event the District must make up days by adding to the Academic calendar, should this lengthen the work calendar year of any MBU, they shall be paid their regular rate of pay for all hours worked on those days.**

G. EXPENSES: The Board agrees to pay any fees, expenses or costs that may be directly related to local, state or federal directives or legislation, or Board action, such as the requirements of commercial license, medical examinations, required special clothing and/or drug testing of employees, unless otherwise stated on the job posting.

H. TRAINING:

1. Training for any CWA represented employee that is mandated by the District, or by law or any governmental agency, shall be provided by the District.

2. Such training shall be conducted, whenever possible, during regular work hours.

3. If an employee wishes to attend training not mandated as in #1 above, he or she may do so, provided attending the training does not conflict with the performance of their job.

4. The employee will not be compensated for voluntarily attending training unless that training is held during the employee's regular work hours and the employee has been released from his or her normal job duties to attend the training.

5. The employee shall be compensated for the training time at their regular hourly rate.

I. **FRINGE BENEFITS:**

1. One (1) paid day of sick leave per month worked.

2. Transfer of sick leave from another district or agency in Florida (in accordance with State Law).

3. Five (5) days of personal leave charged to sick leave.

4. Professional Leave.

5. Board paid leave until workers' compensation indemnity benefits begin for compensable illness or injury in the line of duty.
6. Contributions for retirement.

7. For 12-month employees, vacation accrual as per School Board Rule 3.32 (note: the current provision is for employees with less than 5 years, 1 day per month; employees with 5 years but less than 10 years 1.25 days per month; employees with more than 10 years, 1.5 days per month. Maximum accrual of 500 hours.

8. Group Life Insurance shall be provided to all employees contracted for 21 hours per week or more.

9. Payment of full salary for Jury Duty or Witness Duty.

10. Minimum of Six (6) paid legal holidays.

11. Retirement incentive per article 19A.

12. Terminal Pay per School Board Policy.

13. Annuities Program (administrative cost).

14. Supplemental Cancer Insurance Program (administrative cost).

15. Dental Insurance Program (administrative cost).

16. Unemployment Insurance.

17. Legal Liability Insurance as per chapter 768.28, F.S.

18. Payment of appropriate percentage on Social Security.

19. Flex benefit plan.

20. IRSC Tuition fee waiver, when offered by IRSC.

J. **HEALTHCARE:**

1. Benefit coverage will become effective for an eligible employee on the first day of the calendar month following 30 days of employment provided the employee is actively at work on that day, and the employee attended a benefits enrollment meeting and completed and turned in necessary forms within 30 days of employment. Termination of all benefits shall be effective as of the last day of the final month of employment.

2. **The table represents the Total Premium cost, Board Contribution, and Employee Contribution for the PLAN beginning October 1, 2024, through September 30, 2025.**

3. **CWA will accept the recommended rates of the Health Insurance Rates Advisory Task Force for the length of this contract (2024-2026).**

**For illustrative purposes: (ER = Employer, EE = Employee)**

| Monthly | 10/1/2023 Plan Year | | | 10/1/2024 Plan Year | | | Change: Increase/(Decrease) | | |
|---|---|---|---|---|---|---|---|---|---|
| | Premium | ER Subsidy | EE Contrib | Premium | ER Subsidy | EE Contrib | Premium | ER Subsidy | EE Contrib |
| **Active 5770** | | | | | | | | | |
| EE Only | $944.00 | $699.00 | $245.00 | $1,009.00 | $747.00 | $262.00 | $65.00 | $48.00 | $17.00 |
| EE + Spouse | $1,521.00 | $699.00 | $822.00 | $1,625.00 | $747.00 | $878.00 | $104.00 | $48.00 | $56.00 |
| EE + Child(ren) | $1,492.00 | $699.00 | $793.00 | $1,594.00 | $747.00 | $847.00 | $102.00 | $48.00 | $54.00 |
| EE + Family | $1,690.00 | $699.00 | $991.00 | $1,806.00 | $747.00 | $1,059.00 | $116.00 | $48.00 | $68.00 |
| **Active 5772** | | | | | | | | | |
| EE Only | $832.00 | $699.00 | $133.00 | $889.00 | $747.00 | $142.00 | $57.00 | $48.00 | $9.00 |
| EE + Spouse | $1,336.00 | $699.00 | $637.00 | $1,427.00 | $747.00 | $680.00 | $91.00 | $48.00 | $43.00 |
| EE + Child(ren) | $1,310.00 | $699.00 | $611.00 | $1,400.00 | $747.00 | $653.00 | $90.00 | $48.00 | $42.00 |
| EE + Family | $1,483.00 | $699.00 | $784.00 | $1,584.00 | $747.00 | $837.00 | $101.00 | $48.00 | $53.00 |
| **Active 5774** | | | | | | | | | |
| EE Only | $731.00 | $699.00 | $32.00 | $781.00 | $747.00 | $34.00 | $50.00 | $48.00 | $2.00 |
| EE + Spouse | $1,176.00 | $699.00 | $477.00 | $1,256.00 | $747.00 | $509.00 | $80.00 | $48.00 | $32.00 |
| EE + Child(ren) | $1,156.00 | $699.00 | $457.00 | $1,235.00 | $747.00 | $488.00 | $79.00 | $48.00 | $31.00 |
| EE + Family | $1,307.00 | $699.00 | $608.00 | $1,396.00 | $747.00 | $649.00 | $89.00 | $48.00 | $41.00 |

## ARTICLE 20 - SPECIAL SUPPLEMENTS

**Section 1 – Custodians**

A. Night custodians (2:30 pm - 11:00 pm) - $28.62-month Late night

custodian (10:30 pm - 7:00 am) - $35.77 month

B. The hours of employment for custodian may overlap shifts. The custodian will be paid at the rate of the shift in which the majority of time is scheduled.

**Section 2 - Shift Supplement**

If an employee in a position normally worked during a regular shift is required to work an alternative shift, then a shift supplement equal to that specified in Article 21, Section 1(A) for night custodian, will be paid to the worker. If a lead person or position head is required to work an alternative shift, that employee will be paid a shift supplement in Article 21, Section (A) for late night custodian. If a person is employed (hours appear on job posting) for a second or third shift, the employee will work at the scheduled rate of pay without a shift supplement.

**Section 3 - Bus Drivers & Assistants**

A. A route consists of both the AM & PM run. Eligibility to bid on a route requires the ability to service a complete route. Bus drivers/assistants who become eligible for social security benefits or qualify for disability benefits must be able to service a complete route to remain eligible for the bidding process. If full time driver/assistant becomes limited to working only an AM or PM shift, their full-time status of employment would remain consistent if able to maintain a minimum 4-hour daily work schedule, however, the work assignment would be based on the daily need of route coverage and/or additional tasks.

B. Field trips: Driving Time @ Regular Pay from compound to compound.

C. Meals & per diem reimbursement: According to School Board Policy.

D. Driver Trainer: Regular Bus Driver Pay Rate

E. Regular bus drivers and bus assistants will be granted a minimum of three (3) hours of work per day when assigned a normal route, except summer school.

F. In selecting drivers for field trips, a rotation procedure will be employed, and seniority shall be among other factors used in making the selection.

1. In selecting drivers for over-night field trips, a separate rotation procedure shall be used, and seniority shall be one of the factors used in

making the ranking for rotation. Overnight field trips are defined as trips that require lodging.

2. The period of time used for the rotation procedure shall be:

| | | |
|---|---|---|
| August 1 | - | October 31 |
| November 1 | - | January 31 |
| February 1 | - | April 30 |
| May 1 | - | July 31 |

During each of the above periods, a driver may refuse three (3) field trips before being removed from the rotation procedure until the next time period begins.

G. Bus drivers will drive for educational/extra-curricular field trips consistent with the field trip agreement. Teachers and sponsors may drive their own students to extracurricular events and contests Monday through Friday. Teachers may drive their own students on field trips under extenuating circumstances Monday, Tuesday, Thursday, Friday and up to 3:00 p.m. on Wednesdays. Team coaches may drive for athletic trips Monday, Tuesday, Thursday, Friday up to 4:45 p.m. and up to 3:00 p.m. on Wednesdays. Bus drivers will drive all other athletic runs, including all weekend and holiday events.

Special Circumstances – If there should be a teacher, coach, or sponsor who has students to transport in an approved vehicle or vehicles, other than school bus, to a predetermined event, this will be acceptable regardless of times. If there is no teacher, coach, or sponsor available, a bus driver can drive for wages and supplements as determined under the contract.

H. Bus drivers will be paid for unusual delays while driving their regular routes provided the time of the delay is verified and certified by a representative of the School Board.

I. **When a non-bus driver MBU (excluding substitute bus drivers), who possesses a valid CDL license, is asked to operate a bus, the MBU will be paid at the bus driver pay grade (9) from pre-inspection to post-inspection.**

J. **Bus drivers who elect to drive a regular run during the summer school program will receive a pay differential of $1.00 to their hourly rate.**

K. **Bus drivers are to *keep the bus neat and clean at all times* and *prepare accident reports and other reports as required* (see performance responsibilities #5 and #8). Bus drivers shall follow procedural protocols for completing these tasks during each shift.**

**Section 4 - Tool Supplement**

A. Regular bus mechanics, who are required to own and/or use a full complement of tools (as determined by the School Board) in performing their assigned duties, are eligible to receive a supplement of $350.00 one-time per fiscal year.

**Section 5 - Cafeteria Personnel and Health Assistants**

A. Uniforms and shoes will be supplied for Cafeteria Personnel and Health Assistants as follows:

Three (3) sets per employee for the first year Two (2) sets per employee every year thereafter

**Section 6 - In Charge Supplements**

A. When an employee is assigned to do the work of a foreman, coordinator, head person, etc., for a period in excess of four (4) full consecutive workdays, up to six (6) weeks, the employee shall receive an 'In Charge Supplement' equal to the difference between the employee's regular rate and the Step 1 rate of Pay Grade of the Classification being replaced, or 5% above the employee's regular rate, whichever is greater. If the assignment exceeds six (6) weeks, the cap will be 10% above the employee's regular rate, or the rate of pay of the position being replaced.

B. This assignment shall not be moved between employees to avoid payment of the 'In Charge Supplement'.

C. The intent of this provision is to address temporary vacancies of up to one (1) year in duration.

D. Employees filling custodial positions in district locations where there is no head custodian will receive a $1200 supplement.

E. Paraprofessional Pre-K Certified teacher assistants who are in the classroom with no teacher will receive a $1,000 supplement annually.

**Section 7 - Co-Workers Assignment**

A. When an employee is assigned to do the work of a co-worker paid at a higher pay grade for a period in excess of four (4) full consecutive workdays, up to six (6) weeks, the employee shall be compensated at the higher pay grade, step one, or at an increase of 5% over their regular pay, whichever is higher. If the assignment exceeds six (6) weeks, the cap will be 10% above the employee's regular rate, or the rate of pay of the position being replaced.

B. This assignment shall not be moved between employees to avoid payment of the increased compensation.

C. The intent of this provision is to address temporary vacancies of up to one (1) year in duration.

D. A co-worker is defined as any regular employee of the School District of Indian River County.

**Section 8 - Degree Supplements**

A. Employees that are eligible for representation by the Union and have previously submitted official college transcripts to Human Resources, will receive the following supplement:

**1.** AA/AS degree or 60 credit hours, or successfully passed the "Para Pro" exam - $1250

**2.** Bachelor's degree - $1700

**3.** Masters or Specialist - $2200

**Section 9 - Professional Trade License Supplements**

A. Where job description requires (or lists as *Preferred*) the following licenses for qualifications, the District shall pay the following stipends:

1. Electrician
Master License (Block Exam and License for IRC)- $1000.00 Journeyman License (Block Exam and License for IRC)- $750.00

2. Plumber
Master License (Block Exam and License for IRC)- $1000.00 Journeyman License (Block Exam and License for IRC) -- $750.00

3. AC Technician
A.A.S. Certificate 24 Credit Hours- $1000.00

4. Electronic Technician 2
A.S. Electronic Tech 54 Hr- $1000.00

5. Mechanic
Automotive Service Excellence (ASE) Certification - $1000

B. Official documents from the accrediting institution must be received by Human Resources before supplements are paid.

**Section 10 - CDL Certification Tuition-Free Training**

A. School Board will pay the full tuition and program cost for any eligible employee to obtain CDL certification through District-provided training, at no cost to them, with the goal of that driver working as a full-time Bus Operator for two (2) calendar years following their Commencement Date (defined as the last day of training).

B. In addition, during the Training Period, School Board will pay the Employee the substitute bus driver hourly rate for all hours worked. The School Board will pay one and one-half times (1.5x) the hourly pay rate for all overtime hours scheduled and worked above forty (40) hours in one (1) week. Employees are not permitted to work overtime without prior authorization.

C. Students must sign and abide by a Training Agreement, which includes a pay-back clause in the event the individual voluntarily withdraws from the program or is terminated for cause.

## ARTICLE 21 - EMPLOYMENT PROCEDURE

### A. EMPLOYMENT STATUS

1. Probationary Period: All new professional support staff employees shall be placed on a ninety (90) workday probationary period. At the conclusion of the probationary period the employee shall become a non-probationary employee or be terminated. During the probationary period, an employee may be terminated without cause.

   If an employee transfers into a position in a non-related area or job function, the employee shall be subject to a ninety (90) workday probationary period.

   If an employee is promoted within a related or non-related area or job function, the employee shall be subject to a ninety (90) workday probationary period.

2. Pre-Continuous Employment: The School Board shall employ all professional support staff personnel in accordance with Section 1012.40, Florida Statutes. All professional support staff employees shall be employed on an annual basis for a minimum of three (3) years. Any initial year of employment in which the employee works at least one (1) more day than half of their contract year will count as the first annual status year. At the conclusion of any fiscal year, an employee on annual status may be non-renewed. Notification of non-renewal shall be made in writing not later than May 1st.

3. Continuous Employment Status: The School Board shall provide continuous employment status as prescribed herein provided there is a position available at the worksite for the employee, and the employee:

   a. has completed three (3) years of satisfactory service in the District, during a period not in excess of four (4) successive years, such service being continuous except for leave duly authorized and granted; and

   b. has been recommended by the Superintendent for continuous employment and re-appointed by the School Board based on successful performance of duties and demonstration of professional competence.

   c. the period of service provided herein may be extended to a fourth ($4^{th}$) year when prescribed by the supervisor or administrator and agreed to in writing by the employee at the time of reappointment.

   d. The continuous employment status shall be effective at the beginning of the fiscal year following the completion of all requirements, therefore.

   e. Any employee who has previously held continuous employment status in the District and returns to the District may be placed on continuous

employment status after completing one year of satisfactory service in the District and recommendation of their supervisor.

4. Return to Annual Status: Any member of the professional support staff who is under continuous employment status and transfers to a different position with substantially different job responsibilities shall be returned to annual status for a period of one year.

   a. At the conclusion of one year, if the employee's performance is deemed satisfactory by the administrator or supervisor, the employee shall be granted continuous employment status.

   b. An employee, who returns to a previously held position, will retain the employment status previously held in that position.

**B. SEPARATION OF PROFESSIONAL SUPPORT STAFF**

1. Resignation

   a. An employee's resignation is expected to be in writing, at least two (2) weeks in advance of the date of separation. Failure to provide a minimum 3 day' notice of resignation may result in ineligibility for future rehire. Unused vacation days and personal days charged to sick leave may not be used toward all or part of this requirement without prior approval.

   b. All uniforms (if purchased by the Board), keys, technology or any other property issued by the District, must be returned on or before the last day of work. Failure to return District property may result in the District charging the full replacement costs of these items to the employee and/or pursuing legal/collection remedies.

   c. Individuals who resign will be contacted for exit feedback or an exit interview.

## ARTICLE 22 - TRANSPORTATION DEPARTMENT PROCEDURES

### A. FIELD TRIP OFFICE PROCEDURES

1. Field Trip requisitions arrive at Transportation via email on the Field Trip Tracking Software. All Field Trip requisitions arrive posted with the date and time that the requisition was submitted, and a Field Trip number is automatically assigned by the Automated Field Trip System.

2. All Field Trip requisitions must be filed no later than ten (10) workdays prior to the field trip date.

3. For a given month, all trips that have been requested thus far will be designated to drivers prior to the start of that month, but not prior to the 25th.

4. Any requisition for a Field Trip that does not meet the ten (10) day deadline must be brought to the attention of the Director of Transportation.

5. If the Field Trip Tracking Software accepts a Field Trip requisition, the automated system will reflect the trip as "PENDING" until assigned.

6. The Data Entry Clerk (senior) will record the Field Trip in the Field Trip book (black book). The field trip number is automatically assigned by the Automated Field Trip System. All trips will be recorded in the black book no later than two (2) weeks prior to the trip.

7. Each Field Trip will be assigned to drivers, in seniority order rotation (highest to lowest), first by the submission date, second by the time, including those Field Trips received after the initial monthly assignment.

8. Field Trips received or not assigned within two (2) days of the date of the trip, will be assigned to drivers from the Emergency Field Trip list and noted as Emergency.

9. Field Trips not assigned within two (2) hours of the trip, **will be assigned in seniority order utilizing the Emergency rotation list** and noted on the trip as Emergency, and display the date and time. These Emergency Field Trips will also be initialed and/or signed by the individual **issuing** the assignment and the Director of Transportation.

10. After each Field Trip is assigned, the Data Entry Clerk (senior) will print the Driver Accept/Refuse form for each trip. These dated forms will be placed in the driver's mailbox. The Driver Accept/Refuse form must be returned to the Data Entry Clerk (senior) within 48 hours for South County drivers and 56 hours for North County drivers. If the driver refuses a Field Trip, the

trip will then be assigned to the next driver in the Driver Rotation Database. All refused trips will be noted.

11. The Data Entry Clerk (senior) will write the names of the drivers assigned to Field Trips for the week in the Field Trip Book (black book). Beside each driver's name, the Data Entry Clerk (senior) will mark which sections of the driver's run(s) will need to be covered by a substitute driver. The Data Entry Clerk (senior) will bring these assignments to the attention of the Dispatchers at the beginning of each work week.

12. Assigned Field Trips for each day will be placed in the corresponding boxes in the office. The day after each Field Trip has been taken; the Data Entry Clerk (senior) will remove the Field Trips for that day from the boxes in the lobby and place them in the mailbox of Finance, where the trips will then be billed for by the Finance/Payroll personnel.

13. A report of Field Trips submitted (including school/sponsor, driver assigned and date) will be turned into the Director of Transportation on a weekly basis by the Data Entry Clerk (senior).

14. **The Field Trip Committee is composed of four (4) drivers, one (1) Union representative, and a person from the transportation office staff. The committee will consist of two (2) drivers from the north county and two (2) drivers from the south county. Drivers in each area will be polled and selected by seniority order. The Union representative will be appointed by the President.**

**B. FIELD TRIP GENERAL PROCEDURES**

1. The amount of time allotted for a Field Trip is determined by the requisition provided by the school.
   a. Field Trips, four (4) hours or more, will be driven by Full Time Drivers. These four (4) hours will not include pre-trip, travel time or clean-up time. Trips less than (4) hours will be **offered to full-time drivers by seniority order first.** If no volunteers, trips less than four (4) hours will be assigned to substitute drivers.
   b. School-day Field Trips for less than four (4) hours, that interfere with a full-time driver's route, will be driven by substitute drivers.
   c. If a driver assigned to a Field Trip, turns in a trip refusal within 48 hours of the trip, the Emergency Field Trip Roster will be used to reassign the trip.

2. Mid-Days are assigned to full time drivers.
   a. Drivers that have mid-days 5 days a week will not be placed on the roster for fit-ins.
   b. Drivers that have mid-days four (4) days a week or less will be placed on the roster for fit-ins assignments for specific day of availability.
   c. Drivers will let Data Entry Clerk (senior) know which days they are available to do fit-ins.

3. Fit-Ins are trips that are between a driver's regular AM and PM route.

a. There will be a North County (Fellsmere, Liberty Magnet, Treasure Coast, Pelican Island, Sebastian Elementary, Sebastian River Middle and Sebastian River High School) section.

b. There will be a South County (all other schools) section. Full Time drivers will be rotated for Fit-Ins among this group of drivers.

1. These assignments will be given by seniority from the Fit-In Roster List.

2. If a full -time driver calls in on the morning of a workday and has a Fit-In assigned for that day, the Fit-In responsibility will come from the Driver Fit-In roster.

4. The following time limit is in place for a driver, or assistant to accept or refuse any Field Trip:

a. The driver or assistant who received the Driver Accept/Refuse form will return the form in a timely manner for processing. If the form is not returned within 48 hours for South County & within 56 hours for North County, the trip listed on the form will be assigned to the next driver in the Full Time Driver's rotation list.

5. If a driver cannot do a Mid-day, Fit-In or Field Trip assigned to him/her, the driver is not permitted to give the trip to anyone else. The driver will notify the Data Entry Clerk (senior) by marking the Driver Accept/Refuse form as refused.

6. If a driver has a Field Trip on a certain day and the rotation comes back around to him/her for another trip on the same day, that trip would pass over that driver and go to the next driver on the rotation list. The driver that already had a Field Trip scheduled on the same day will have another trip assigned that does not have a conflicting date.

7. If after driver/ assistant accepts trip and then refuses 48hrs prior to trip date, trip will be reassigned according to trip replacement list. If no trip replacements required, then trip will be called out as an emergency.

8. If driver/assistant experiences an emergency and calls out from work one (1) day prior to assigned field trip, the field trip will be reassigned, and driver/assistant will not be eligible for replacement.

**C. FIELD TRIP TYPES**

1. Emergency Field Trips (Emergency Field Trips are defined as trips that have not been covered 48 hours prior to departure time) are rotated through the Emergency Field Trip roster. If a driver refuses an Emergency Field Trip or cannot be reached, the trip will rotate until it is filled. No Regular Field Trip will be offered as a replacement for an Emergency Field Trip. If an Emergency Field Trip is cancelled by the school at (no fault of driver), the assigned driver will remain eligible for the next emergency field trip assignment.

2. Tandem Field Trips Out of County – (Drop and Return) – a driver will drop passengers at a destination on one date and the same driver returns to the same destination to pick up the passengers at a later date. The driver will be paid for actual driving time only.

3. Overnight Field Trips – the driver will receive pay from the start of the trip until they arrive at the overnight facility. If the sponsor requests the driver to go somewhere in addition in the evening, the driver's time starts when the students are picked up and ends when they are returned to the overnight facility. (also in addendum dated 10/24/2002) The driver will be paid for eight (8) hours, at regular pay, for each day of the overnight trip that he/she is not required to drive.

4. In-County Tandem trips (drop and return) are permitted when operating under critical shortage. Critical shortage is defined as having five or less substitute drivers in the substitute pool. All in-county tandem trips must be approved by the Transportation Director. Schools are not permitted to request a drop and return in place of trip.

**D. DRIVER RESPONSIBILITIES**

1. Full Time drivers will be required to initial on the sign-up sheet if they wish to be considered for Mid-Day, Regular Field Trips, Fit-Ins, Overnight Trips or Emergency Trips (An Emergency Field Trip is defined as a trip that has not been covered 48 hours prior to departure time.)

    a. Afterschool, Regular Field Trips, Overnight Field Trips, Fit-Ins and Emergency Field Trips will be assigned by Seniority Rotation List.

    b. Fit-Ins will be assigned by North County and South County.

    c. After the sign-up lists are verified by the field trip committee at school startup, the driver's name will be placed on a Driver's Rotation List by seniority. Additions will only occur when sub drivers are hired full time. Full time employees will only be permitted to make changes within the first 7 days of each semester.

2. Drivers are responsible for securing the keys, confirming that the bus is clean and fueled for any Field Trip that he/she is taking. Keys should be secured on Friday afternoon, before leaving work, for any Field Trip that will be driven on the weekend.

3. Substitute bus drivers are assigned trips that are less than four (4) hours that conflict with full time driver's route time.

    a. All trips of four (4) hours or more will be assigned to full time drivers. All weekend, holiday, and trips beyond 5pm will also be assigned to full time drivers.

**E. TRIP ACCEPTANCE AND REFUSAL PROCEDURES**

1. When presented with a Field Trip assignment, a Driver Accept/Refuse form will accompany the Field Trip requisition form. The Accept/Refuse form must be completed by the driver and returned to the Data Entry Clerk (senior) within 48 hours for South County driver and 56 hours for North County drivers. (Please see attached form Accept/Refuse form).

2. Drivers must report to work the day field trip is assigned and the Friday before weekend field trip assigned. If driver calls out the day of field trip or the Friday before weekend field trip, the trip will be assigned to the next senior driver on the emergency field trip roster.

    Doctor's excuses for release from Field Trips/Fit-Ins must be delivered to Data Entry Clerk (within 48 hours).

    In the event of absence due to death of an immediate family member (mother, father, sister, brother, children, grandparent, or grandchildren) driver will receive a replacement of same type trip.

3. Field Trips, refused by a driver, will be re-assigned to the next driver in rotation by the Data Entry Clerk (senior) according to seniority.

4. A Field Trip accepted by a driver and then refused will be assigned through the Emergency field trip roster if the departure time of the Field Trip is less than 48 hours from when the refusal is submitted. The driver who accepted, then refused the Field Trip will be notified, in writing, of the Emergency situation his/her actions have caused. Disciplinary action may be one of the consequences of this act.

5. Three (3) Trip Refusals Per Rotation - The period of time used for the rotation procedure shall be:

August 1 - October 31
November 1 - January 31
February 1 - April 30
May 1 - July 31

During each of the above periods, a driver/assistant may refuse three (3) field trips before being removed from current rotation until the subsequent rotation begins.

6. When accepting Midday and Afterschool assignments, drivers must commit to **all** days of the assignments; regular scheduling of coverage will not be permitted. Disciplinary action may be one of the consequences of refusing to cover the mid-day or afterschool route of bid; proof of medical excuse and/or loss of immediate family member are the only exceptions. Once a driver bids on a Midday or Afterschool run, the run may not be exchanged for another.

**F. COMPLAINT PROCEDURE**

1. If any driver/aide feels there has been a mistake made on the Field Trip assignment rotation list, or there is a question, they are encouraged to address the Data Entry Clerk (senior) as soon as possible to resolve the concern.

2. If beyond addressing the concern with Data Entry Clerk (senior) there remains a concern/complaint, a concern/complaint form must be completed indicating specific details to be investigated and given to a member of the field trip committee. The field trip committee member will bring to the attention of the Data Entry Clerk (senior) who will have 48 hours to respond to the request of the field trip committee member addressing the concern/complaint.

3. The Data Entry Clerk (senior) will bring the mistake/question to the attention of the Field Trip Committee. The Field Trip Committee will review the Field Trip spreadsheet and report its findings to the Director of Transportation. The Field Trip Committee is comprised **of four (4) drivers, one (1) Union representative, and a person from the transportation office staff. The committee will consist of two (2) drivers from the north county and two (2) drivers from the south county. Drivers in each area will be polled and selected by seniority order. The Union representative will be appointed by the President.**

4. If an error or mistake has been made, a replacement trip with equal or greater value is given to that driver.

5. The steps above must be completed to allow for fact finding. If concerns/complaints still exist beyond the fact finding, then an information discussion through the grievance process is to be requested.

**G. The bidding procedure for open routes will be conducted every December and May by seniority order with all full-time employees.**

## ARTICLE 23 - NON-DISCRIMINATION

Neither the School District nor the Union will tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait, pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes") or any other legally prohibited basis.

## ARTICLE 24 - TERM OF AGREEMENT

A. This agreement shall constitute the full and complete commitments between both parties and may be altered or modified only through the voluntary consent of the parties in written and signed amendment to this agreement.

B. The effective date shall be from ratification of both parties and shall continue in full force and effect until June 30, 2026.

C. Nothing in this agreement will prevent the parties from mutually agreeing to bring any matter or article to the collective bargaining process at any time during the year.

D. Either party may notify the other of the desire to open negotiations prior to May 1,2026. If such notice is given, negotiations shall be initiated by May 15, 2026.

David K. Moore, Ed.D.
Superintendent, SDIRC — Date 8/26/24

Teri L. Barenborg
Board Chair, SDIRC — Date 8/26/24

Beth Crisafulli
Chief Negotiator, SDIRC — Date 8/26/24

Joseph Rubino
President, CWA Local 3180 — Date 8/26/24

David Betz
Staff Representative, CWA, AFL-CIO — Date 8/28/24

## APPENDIX and MEMORANDUMS OF UNDERSTANDING (MOU)

### Appendix A. Wage Tables

**2021-2024**

| Years of Service | Tier | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Start | 1 | 15.68 | 15.84 | 15.95 | 16.03 | 16.20 | 16.95 | 17.80 | 18.65 | 19.53 | 21.63 | 23.70 |
| 3 Years | 2 | 15.89 | 15.91 | 16.67 | 17.34 | 18.20 | 19.07 | 19.98 | 20.92 | 21.91 | 24.39 | 26.74 |
| 6 Years | 3 | 17.45 | 17.77 | 18.64 | 19.38 | 20.35 | 21.34 | 22.37 | 23.41 | 24.54 | 27.32 | 29.98 |
| 9 Years | 4 | 18.08 | 18.46 | 19.35 | 20.13 | 21.14 | 22.18 | 23.23 | 24.31 | 25.49 | 28.38 | 31.13 |
| 12 Years | 5 | 18.79 | 19.15 | 20.08 | 20.91 | 21.93 | 23.01 | 24.11 | 25.27 | 26.45 | 29.47 | 32.35 |

**2024-2025**

| Years of Service | Tier | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Start | 1 | 16.15 | 16.32 | 16.43 | 16.51 | 16.69 | 17.46 | 18.33 | 19.21 | 20.12 | 22.28 | 24.41 |
| 3 Years | 2 | 16.37 | 16.39 | 17.17 | 17.86 | 18.75 | 19.64 | 20.58 | 21.55 | 22.57 | 25.12 | 27.54 |
| 6 Years | 3 | 17.97 | 18.30 | 19.20 | 19.96 | 20.96 | 21.98 | 23.04 | 24.11 | 25.28 | 28.14 | 30.88 |
| 9 Years | 4 | 18.62 | 19.01 | 19.93 | 20.73 | 21.77 | 22.85 | 23.93 | 25.04 | 26.25 | 29.23 | 32.06 |
| 12 Years | 5 | 19.35 | 19.72 | 20.68 | 21.54 | 22.59 | 23.70 | 24.83 | 26.03 | 27.24 | 30.35 | 33.32 |

**2025-2026**

| Years of Service | Tier | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Start | 1 | 16.63 | 16.80 | 16.92 | 17.01 | 17.19 | 17.98 | 18.88 | 19.79 | 20.72 | 22.95 | 25.14 |
| 3 Years | 2 | 16.86 | 16.88 | 17.69 | 18.40 | 19.31 | 20.23 | 21.20 | 22.19 | 23.24 | 25.88 | 28.37 |
| 6 Years | 3 | 18.51 | 18.85 | 19.78 | 20.56 | 21.59 | 22.64 | 23.73 | 24.84 | 26.03 | 28.98 | 31.81 |
| 9 Years | 4 | 19.18 | 19.58 | 20.53 | 21.36 | 22.43 | 23.53 | 24.64 | 25.79 | 27.04 | 30.11 | 33.03 |
| 12 Years | 5 | 19.93 | 20.32 | 21.30 | 22.18 | 23.27 | 24.41 | 25.58 | 26.81 | 28.06 | 31.26 | 34.32 |

**Appendix B. MOU: School Nurse Wages**

**MEMORANDUM OF UNDERSTANDING**
**between**
**SCHOOL DISTRICT OF INDIAN RIVER COUNTY**
**and**
**COMMUNICATION WORKERS OF AMERICA**

The School District of Indian River County (SDIRC) and the Communication Workers of America (CWA) hereby confirm the following agreement, related to a change in wages for our licensed School Nurses.

The table below represents the new wage range for School Nurse – RN and School Nurse-LPN.

| | Start | 1-9 yrs. exp | 10+ yrs. exp |
|---|---|---|---|
| RN | $ 29.00 | $ 33.00 | $ 37.00 |
| LPN | $ 22.00 | $ 24.00 | $ 28.00 |

Additionally, this MOU acknowledges that this change will be reflected in the Salary Schedule for 2023-2024.

This agreement shall remain in place ongoing from this date, until such time as both parties agree to make revisions.

Signed this 2nd of June 2023

David Betz
David Betz
Staff Representative, CWA, AFL-CIO

Maureen Weisberg
Maureen Weisberg
President, CWA, Local 3180

Scott Bass
Deputy Superintendent, SDIRC