2023 – 2026 Contract

Between
The School Board of Martin County

and

AFSCME Florida Council 79
Local 597

Published: July 2025

Contract Agreement
Between
The Martin County School Board
And
AFSCME FLORIDA COUNCIL 79
Local 597

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ARTICLE 1

RECOGNITION (PREAMBLE)

The Martin County School Board hereby recognizes the Martin County School Board employees A.F.S.C.M.E., Council 79, Local 597, PERC Certification 1057, as amended by PERC/Order 94E-136 issued May 24, 1994, in Case #RA-94-004 as the exclusive bargaining representative with respect to wages, hours, terms, and conditions of employment for all regular full and part-time non-instructional white collar and blue collar employees.

ARTICLE 2

AGREEMENT

This Agreement is between the School Board of Martin County, hereinafter called the Board, and the Martin County School Board employees, A.F.S.C.M.E., Council 79, Local 597, hereinafter called the Union, representing the blue collar and the white collar employees in the non-instructional unit.

ARTICLE 3

NON-DISCRIMINATION

Neither the Board nor the Union will discriminate against any employee of the bargaining units on the basis of race, age, sex, religion, physical disabilities, national origin, political belief, participation or non-participation in employee organizations, or participation or non-participation in a grievance or FMLA requests.

ARTICLE 4

CONDITIONS OF EMPLOYMENT/GENERAL EMPLOYMENT PRACTICES

A. General

1. The work-week for eight (8) hour per day employees shall be forty (40) hours exclusive of lunch, Monday through Friday, unless otherwise specified in the job description or job posting. Employees may volunteer for flexible schedules if needed, at their regular hourly rate of pay.
2. Regular employees who work less than eight (8) hours per day, but more than four (4) hours per day shall work as contracted and scheduled. A period for lunch shall be provided. Whenever possible, paraprofessionals will be given an uninterrupted, duty-free lunch. All Full-time paraprofessionals shall be paid at least 7.5 hours per day, including lunch, and are not permitted to leave their work site during a paid lunch period.
3. Regular employees who work four (4) hours or less per day shall work as contracted and scheduled.
4. Breaks shall be as follows:
    a. Eight (8) hour and seven-and-one-half (7.5) hour employees shall have two (2) fifteen (15) minute breaks included in their work day.
    b. Employees who work a minimum of four (4) hours shall have one (1) fifteen (15) minute break included in their workday.
    c. Ten (10) hour employees shall have two (2) twenty (20) minute breaks, one in the morning and one in the afternoon, included in their workday. The employees shall not exceed a total of twenty (20) minutes on any one break.
5. It shall be the right of the managerial supervisor or administrator to establish work assignments and schedules.
6. Management may assign an employee to a duty assignment out of his/her classification without a change of pay and status for a period not to exceed fifteen (15) continuous workdays. An employee who works more than fifteen (15) continuous workdays in a higher classification will receive notice of their days worked in the temporary assignment placed in his/her personnel file. After said fifteen (15) days, an employee working in a higher status will receive the higher rate of pay at their current step during this temporary assignment. An employee working in a lower classification will remain in his present rate of pay.
7. An employee who is called back to the District for non-connecting work will be paid time-and-a-half the employee's regular rate of pay during the call-back time period, regardless of the employee's total hours of work that week. "Non-connecting work" means the employee has ended the employee's shift for the day and is asked to

return to the District. This provision does not apply in the event of an Emergency/Disaster, as those procedures are solely controlled by the Disaster Recovery Plan and Board Policy 6700.

8. Management shall notify employees not less than five (5) working days before a change in their shift hours or starting time except in case of emergency, or where the job description requires the employee to have the ability to work flexible hours.

9. Overtime and compensatory time will be in compliance with the Fair Labor Standards Act (FLSA). The District's Guidelines regarding 'Accumulating and Using Compensatory and Flex Time' are available from the Payroll Department and included in the current MCSD Employee Handbook.

10. In the event that the Superintendent declares an emergency closing of schools and employees are not called to work, such employees' annual contract period shall not be reduced for the days not worked. Subsequently, because of the additional work required to prepare the schools for re-opening, employees will accept additional job assignments, hours and unusual conditions during the period required for such rehabilitation, for compensation.

11. It is the responsibility of each employee to promptly report on the safety form, to his/her immediate supervisor, any hazardous or unsafe conditions. A form shall be forwarded by the supervisor or designee and to the President of the Union and a copy shall be retained by the employee. No employee shall receive a reprimand for filing a safety form.

12. Abandonment of Position

    a. Any employee absent for three (3) consecutive work days who fails to notify his/her work site management supervisor of that absence during those three (3) days shall receive a written reprimand provided the employee on the fourth consecutive workday either returns to work or notifies the supervisor of the reason for the absences.

    b. Any employee absent for four (4) consecutive work days who fails to notify his/her work site management supervisor of that absence during those four (4) days shall be considered to have abandoned his/her position and resigned as of his/her last day of work attendance.

    c. An employee who has not reported to work for three (3) work days after the closing date on a workers' compensation claim shall be considered resigned as of that closing date.

    d. If an employee's request for leave of absence is disapproved and the employee takes unauthorized leave, the administrator shall place the employee on leave without pay and after an absence of four (4)

consecutive work days shall consider the employee to have abandoned the position and resigned from the school district.

13. Paid Holidays

The 25th of December, the 1st of January, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Martin Luther King, Jr. Birthday shall be paid holidays. An employee must be in a paid status (*i.e.*, annual or sick leave) the regularly scheduled work day immediately before and after a holiday in order to be eligible for payment for the holiday.

14. Smoking and the use of smokeless tobacco products are prohibited on all School Board property (owned and leased) and also prohibited while on duty in the presence of students. The ban also applies in vehicles operated by the School Board, owned and leased. This ban applies equally to employees, students and members of the public.

15. If students and teachers receive early dismissal, paraprofessionals will be permitted to leave upon conclusion of their assigned duties.

16. Shortage of Days: For 248 day employees, in the event that the work calendar falls short of 248 days, the employee shall have the option, with the approval of their supervisor, to use personal or vacation leave to make up the days instead of working 4 day 10 hour shifts to make up the days.

B. GENERAL EMPLOYMENT PRACTICES

1. Upon appropriate written authorization from an employee, the Board shall deduct from the salary of the employee and promptly make appropriate remittance for annuities, credit union, charitable donations and insurance deductions which meet the established criteria of the Board.

2. Legal Recourses

If an employee is a victim of assault and/or battery during the discharge of his/her duties, he/she may pursue whatever legal recourses normally open to him/her without restraint by the Board or its representative. If the employee has property damaged thereby, he/she shall be reimbursed by the Board for such loss up to $200.00. The decision of the Superintendent shall be final and payment shall not be construed as an admission of negligence, fault or guilt on the part of the Board.

3. The Board will, from time to time, reclassify a position for one of the following reasons, with notice to the Union at the same time as the Board, prior to Board action, for any and all positions:

   a. Reclassification

      i. assignment of additional or different duties

      ii. the level of responsibility is changed

iii. leveling of jobs of a similar nature

iv. reorganization

b. Work Load Quotas

When an employee alleges that the employee is being regularly required to carry an inequitable work load quota the employee may request in writing the Assistant Superintendent of Human Resources review the work load quota assigned to the employee. The Department Head or his/her designee shall make the final written decision on the complaint within twenty (20) days. Said decision shall not be subject to the grievance procedure. The Union shall be notified twenty (20) days prior to any classification of level change, for any and all positions.

4. District payroll errors in excess of fifty dollars ($50) shall be given priority treatment for correction within four (4) days.

5. **PAY AT HOURLY RATE**

a. Salary checks will be paid every two (2) weeks for twenty-six (26) pays for all employees, regardless of whether the pay date is a holiday/non-work day. If the pay date is a banking holiday, then the pay date would be one (1) day earlier. If the physical rotation of the calendar should result in more than 26 pays in a fiscal year, the District reserves the right to shift pay dates so that the maximum number of checks an employee can receive in any fiscal year is twenty-six (26). Should that situation occur, then the pay date would be the next banking day.

b. All benefit deductions and contributions will be accrued on a 24-pay cycle basis. All insurance deductions are to be deducted during the month of the coverage period to ensure adequate funding/payment for employee-paid benefits. Adjustments to employee deductions must be authorized by the employee in advance (excluding making up missed deductions). All adjustments to employee insurance must be made within sixty (60) calendar days of being past due. Employees are responsible for all unpaid due insurance premiums. Failure to pay past due premiums within sixty (60) calendar days will result in termination of coverage effective the end of the month in which premiums were paid to date. The District shall give the employee written notice mailed to the employee address on file with Human Resources that the employee is past due within fifteen (15) working days of the first past due insurance premium payment. The final pay will be issued on the regularly scheduled pay date for the pay period in which the work is performed with certain exceptions. Pay checks shall

normally be issued the Thursday following the end of the pay period. The implementation of this article shall not result in the loss of pay for any bargaining unit employee, although the last paycheck(s) may be issued in the ensuing fiscal year.

6. Employees who are promoted to a higher-level position will be placed on the first step of the salary schedule that allows for an increase in pay, including the employee's years of related experience credit. However, when an employee is promoted, prior verified experience in a similar or related area can be used at the District's discretion to adjust the employee's placement on the salary schedule. Said discretion shall be fair and equitable and subject to the Grievance Procedure if used arbitrarily and capriciously.

7. For additional step increases, an employee may present verification of prior similar experience. Acceptable prior experience shall place an employee no higher than step ten (10) on the salary schedule. A maximum of one (1) year of experience will be granted during any one (1) fiscal or calendar year.

8. Vacant positions will be posted on the District's website, prior to filling the position, except in the case of reassignments. When filling vacancies, preference will be given to those personnel currently employed by the Board first, giving special consideration to the applicant's qualifications, experience, seniority and evaluations. Next considered will be other persons with applications on file, and then all others. Preference in this contract shall be defined as an important factor to be considered in the current employee's favor and not an absolute criterion for selection.

   a. However, should a preference-eligible veteran apply and meet the minimum qualifications for a position with the District, the veteran/applicant will be afforded an interview. If the preference-eligible veteran/applicant is equally qualified for the position as compared to any other applicant, the veteran/applicant will be provided preference in hiring in accordance with Florida Administrative Code 55A-7.011 (and any other applicable law), regardless of any other provision in this Agreement.

   b. Should a vacant position remain vacant for six (6) months or more in Food & Nutrition Services, Transportation, or Custodial, Management may consider hiring a Qualified Candidate even if said person does not possess a high school diploma or equivalent. Said employee may be required to obtain a high school diploma or equivalent within one (1) year of being hired or forfeit the position.

9. Voluntary transfers: An employee desiring a transfer shall submit a written request to the Personnel Office stating the specific assignment or nature of the assignment and the school or schools preferred.

10. An employee who has worked one-half of a full contract year for that position, plus one (1) day, shall be granted one (1) year of experience on the salary scale.

11. It is understood that the Board, without violating the terms of this contract, may arrange schedules to include a four (4) day week in which full-time employees may be expected to work ten (10) hours a day.

12. **PROBATIONARY EMPLOYEE**:

New employees hired in the bargaining unit shall be on probationary status for the first ninety (90) working days. After ninety(90) working days a probationary employee becomes an annually contracted employee. Such employees in probationary status may be dismissed at any time without explanation.

13. **Cost of Background Checks**

The District will reimburse a new employee the cost of any background check performed at hiring after the successful completion of the employee's first 120 days. To receive payment, the employee must request reimbursement through the appropriate process identified by the District, and the request must be submitted within the employee's first year of employment or before the employee's separation from the District (whichever is sooner); otherwise, repayment will be forfeited. Background checks are defined to include both employee fingerprinting and drug screening.

14. **ANNUALLY CONTRACTED EMPLOYEE**:

For the first three (3) years of continuous employment in a job category an employee shall have annual contracted status. Such employees are subject to reappointment (renewal) and no legal cause is required of the School Board in the event that the employee is not re-appointed. Annually contracted employees who are not recommended for reappointment shall be notified of this no later than twenty-five (25) working days prior to the last student day of each year. A list of all non-renewals, return to annual contract and return to fourth year annual contract appointments will be provided to the AFSCME President once all employees have been notified. Upon request, the District will provide the AFSCME President with a copy of any dues paying member's non-renewal letter, return to annual contract letter or return to fourth year annual contract letter.

15. **REGULAR EMPLOYEE**:

An employee that has worked for three (3) continuous years in the same job category shall have regular status. Such employee shall automatically be

continued from year to year unless notified in writing by the Superintendent no later than twenty-five (25) work days prior to the last student day that he/she is being returned to an annual contract. At the time of such notice, the Superintendent will give specific written reason(s) for such action. At the end of the following year the employee would either be returned to regular status or his/her contract will not be renewed. After five (5) years of continuous service with the Board, any employee who is returned to Annual contract shall have the right to grieve said status through arbitration. Nothing in this article limits the Board from properly taking disciplinary action against an employee, up to and including dismissal, during the term of this contract.

16. If any employee with regular status changes job categories, he/she shall retain his/her regular status for the first ninety (90) days in the previous job category. He/She will have probationary status for the first ninety (90) days in the new job category and the employee can be returned to his/her first job category at any time during the probationary period or attain regular status in the new job category after successful completion of the probationary period.

17. In the event that the School Board of Martin County and AFSCME Local #597 fail to reach agreement prior to July 1, and through the negotiated process, it is mutually agreed that salary increases will be paid retroactively. Only those employees who have not been discharged or who have not resigned prior to the date of the Union ratification will receive retroactive pay. Those employees retiring under the Florida Retirement System during the period of time of the negotiations for the collective bargaining agreement shall remain eligible for retroactive pay.

18. Each employee shall be provided with his/her current job description and all amendments as they are approved. The contents of the job description are not contractual, subject to negotiations or grievances.

19. Employees who are provided a uniform allowance or uniform rental are required to be in uniform while on duty. Only exception will be for school spirit shirts worn on school spirit days for employees who wish to participate.

20. All Martin County School District Food Service Employees shall be in Martin County School District uniforms. The complete uniform, which shall consist of a collared polo-style shirt, khaki or black pants, name badge, and slip-resistant shoes, shall be neat and clean.

21. The District shall provide Food Service Employees with five (5) sets of uniforms, consisting of five (5) shirts and five (5) pants. The District shall also reimburse each Food Service Employee for up to eighty-five ($85) safety shoe allowance for the purchase of slip-resistant shoes. The District shall replace or repair parts of the

uniform that become unserviceable because of (1) normal wear and tear or (2) damage, if through no fault of the employee while in the line of duty.

22. In the event that the Board awards a Cost of Living Increase (COLA) and/or additional compensation in the form of a bonus which is not performance based to District employees, AFSCME bargaining unit members will receive a commensurate COLA and/or bonus.

23. An employee may be authorized to use a privately owned vehicle in the conduct of authorized District business. Employees that use their own cars for District business must carry the minimum insurance required by law. Employees authorized for such vehicle use will receive mileage reimbursement based on the rate established by the Internal Revenue Code upon submission of the appropriate claim form. Aside from mileage, the District assumes no costs that may be incurred as a result of the use of such privately-owned vehicles.

24. Food service employees shall be notified of scheduled dates for fall in-service training no later than five (5) calendar days after the employees' final schedule last contracted work date.

25. Non-exempt employees required to make monetary bank deposits on behalf of the District shall do so promptly without delay (*i.e.,* immediately after the work day or event) and if so, the employee will remain on the clock and shall be compensated until the time when the deposit is made. The time of deposit shall be determined by the deposit slip. Additionally, such non-exempt employees will receive mileage reimbursement as provided in section 23. of this Article.

ARTICLE 5
GRIEVANCE PROCEDURE

A. A grievance is defined as a dispute between a management representative and an employee or a group of employees, by names, or by the Union, involving the interpretation or application of this Agreement.

B. All employees within the bargaining unit have the right to be represented at any step of the grievance procedure, including the informal step, by the Union. Pursuant to Florida Statutes, certified employee organizations shall not be required to process grievances for employees who are not members of the organization. However, nothing shall prevent any employee from presenting, at any time, his own grievance, and having such grievance adjusted, if the adjustment is not inconsistent with the terms of this Agreement and the Union has been given opportunity to be present at any meeting called for the resolution of such grievance.

C. A grievance may be withdrawn at any level but the same grievance may not be filed a second time by the same party. After a grievance has been withdrawn by the grievant(s), the Unions are prohibited from continuing the grievance on behalf of the same employee(s).

D. For the purpose of the Grievance Procedure, days are defined as those Board designated work days, Monday through Friday, exclusive of legal Board holidays.

E. For the purpose of a grievance, the grievant may have an authorized Union Representative present at all grievance meetings. Grievances will be processed in such a manner that there will be no interruption of normal Board activities and work flow. When appropriate, and in order to facilitate the scheduling of meetings and resolution of grievances, release time for the participants may be granted by the Board.

F. In the event that the employee has a complaint, he/she shall abide by the management decision involved prior to and during the time the grievance is being processed. A grievance not answered by the School Board within the time limits provided shall permit the employee, or the Union, where appropriate, to proceed to the next step. Any grievance not advanced by the employee(s) to the next higher step within the time limits provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer most recently given.

G. **STEP PROCESS**

1. INFORMAL STEP

   If a dispute should arise, the employee shall first informally discuss the problem with his immediate supervisor within ten (10) working days of the occurrence or when the employee should have had knowledge of the incident giving rise to the dispute. If a complaint is not resolved within ten (10) working days following such

informal discussion, the employee may, within ten (10) working days thereafter, initiate a formal grievance. If the grievant does not file a grievance within ten (10) working days after the resolution of the informal discussion period, the right to proceed with this grievance for this incident is waived by all parties.

2. STEP ONE

The formal grievance should be filed with the appropriate Step One Management Representative as designated in the chart. Recipients at other levels are also indicated. A written statement of the grievance signed by the employee shall be submitted on the provided form to the Step One Management Representative setting forth the alleged facts on which the grievance is based, the specific article or section of the Agreement allegedly violated, and the relief requested. The original grievance is filed with the Step One Management Representative, and a copy shall be forwarded by the employee to the Union. Forms for Steps Two and Three and requests for arbitration should be forwarded to the same people. Within seven (7) working days after the filing of a grievance, the Step One Management Representative will meet the grievant and his/her representative, if he/she requests one, and formally discuss the grievance and examine any supporting evidence available so that a formal resolution of the dispute may be found between the two parties. The management decision shall be entered in a written statement that is to be signed by both parties within five (5) working days of the meeting. Signature of the grievant indicates only receipt of the decision. Forms B and C are handled the same way. Copies of this statement will be made a part of the original grievance form by attachment and forwarded to the recipients of the original grievance. If the grievant is not satisfied with the decision at Step One, he/she may submit grievance appeal Form B to the appropriate person. This must be done within seven (7) working days of receipt of the Level One management decision.

3. STEP TWO

Within seven (7) working days of the receipt of the grievance appeal, the management representative shall review the appeal and shall render a decision within seven (7) working days of said review. The Step Two management representative may hold a meeting to discuss the grievance. A copy of this decision shall be supplied to the grievant and to the parties receiving the original grievance. If the grievant is not satisfied with the decision at Step Two, he/she may submit Grievance Form C to the appropriate person within seven (7) working days of the receipt of the Step Two management decision.

4. STEP THREE

Within ten (10) working days of the receipt of appeal, the Superintendent or his/her designee shall meet with the grievant and his/her representative to hear the appeal. Within five (5) working days of said date, the Superintendent or his/her designee shall render his/her written decision based on the materials presented. Copies shall be distributed as above.

5. ARBITRATION

If the grievant is not satisfied with the disposition of the grievance in Step Three; he/she may submit his/her grievance to the binding arbitration by notice of the Superintendent within fourteen (14) working days of the receipt of the Level Three decision. Said arbitration shall be before an arbitrator or other neutral person satisfactory to both the employee and to the Board. The selection of the arbitrator shall be in accordance with the Federal Mediation and Conciliation Service. Once a panel of potential arbitrators is forwarded the Board and the Union will alternately strike names until one name remains. The Board shall strike first. The disposition made by the impartial arbitrator or neutral person shall be binding on both parties.

a. LIMITATIONS ON THE POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator and he/she shall be empowered, after due investigation, to make a decision of alleged violation of the specific articles and sections of this Agreement.

i. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

ii. He/She shall have no power to change any practice, policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board except where there is a possible violation of a section of this Agreement. His/Her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board other than that which is specifically included in this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board. In rendering his decision, an arbitrator shall give due regard to the responsibility and rights of the Board and employee(s) and shall so construe the Agreement that there will be no interference with such responsibilities and rights except as they may be specifically

conditions by this Agreement.

The expense of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript shall be borne equally by the Board and the Union. However, all other expenses incurred by either party in its preparation shall be borne by the party incurring same.

ARTICLE 6
DISCIPLINE

A. Discipline of employees shall be progressive except for serious offenses. When necessary, and for just cause, employees covered by this Agreement may be disciplined in the following ways, but not necessarily in this order:

1. Oral warning
2. Written reprimand
3. Reduction in grade
4. Suspension
5. Dismissal

B. If the management representative has reason to address an employee performance concern or issue a written or oral reprimand to an employee, it shall be done in a professional manner that will not embarrass the employee before other employees or the public. This provision does not pertain to discipline matters brought before the School Board for board action.

C. The grounds for immediate suspension or dismissal shall include but not be limited to the following:

1. Immorality
2. Gross insubordination
3. Willful neglect of duty
4. Incompetence
5. Misconduct in office
6. Substance abuse including alcohol
7. Conviction of any crime involving moral turpitude

D. When an allegation of wrongdoing or a complaint against an employee is investigated by the Board, the employee shall be notified of the nature of the complaint and shall have the opportunity to seek representation prior to any investigatory meeting. The employee shall have an opportunity to respond to the allegations or complaint during the investigation. When a request for representation has been made, no such meeting shall take place until such representative shall have the opportunity to be present. In all Board investigations resulting in discipline, the employee shall receive a copy of the investigator's report.

E. Any non-probationary employee who is recommended for suspension or dismissal during the term of his/her appointment shall be entitled to a hearing under the provisions of Chapter 120, Florida Statutes, if requested in writing prior to the date of the School Board meeting where such suspension or dismissal is an agenda item. Such employees may have Union or legal representation at the employee's option. This provision of the agreement regarding dismissal is not intended to apply to non-renewal of appointments.

F. There shall be no written reprimand placed in an employee's personnel file unless the employee has been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement must be submitted to the Assistant Superintendent of Human Resources within fifteen (15) working days of the receipt of his/her copy of the reprimand.

G. When possible, a copy of a written reprimand will be hand delivered to the employee by the management representative responsible for that reprimand. Employee's signature indicates only receipt of the reprimand, not agreement with it.

H. If an employee receives a hand delivered reprimand and refuses to sign it, the management representative will note the refusal in writing on the reprimand before forwarding it for placement in the employee's personnel file.

I. If an employee who is to receive a written reprimand is absent from work or cannot be located, a copy of the reprimand will be mailed to his/her last known address. The management representative will note the mailing date of the reprimand before forwarding it for placement in the employee's personnel file.

ARTICLE 7
EVALUATIONS

A. An employee shall be evaluated once a year and given a personal interview with the immediate supervisor responsible for the evaluation, providing that the immediate supervisor holds administrative classification. Evaluations shall be done in a private setting.

B. No written evaluation shall be placed in an employee's personnel file unless the employee has been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement must be submitted within fifteen (15) working days of the receipt of his copy of the evaluation. The rebuttal statement shall be forwarded by the employee to the Assistant Superintendent of Human Resources.

C. No evaluation shall be placed in an employee's personnel file unless the employee has signed the document and received a copy thereof. The signature indicates only that the employee has had the opportunity to read and has received a copy of the evaluation.

D. Employees who receive an unsatisfactory rating on part of their evaluation will receive a written description of their deficiencies with suggested remedies. All employees shall receive an evaluation no later than fifteen(15)calendar days prior to the end of the school term.

E. Although a formal evaluation is conducted only once a year, the management representative will advise the employee of any deficiencies in his/her work performance, give time for improvement, and suggest remedies for improved performance using the District's Improvement Plan form #149A. Employees will only be evaluated on their job performance.

F. All personnel shall be fully informed of the criteria and procedures associated with the evaluating process before evaluating takes place.

G. In the event that an employee holding regular status pursuant to Article 4.N. is not performing his/her duties in a satisfactory manner, the evaluator shall notify the employee in writing using the District's Improvement Plan form #149A of such determination and describe such unsatisfactory performance. The evaluator shall thereafter confer with the employee, make recommendations with respect to specific areas of unsatisfactory performance and provide assistance in helping to correct such difficulties within a reasonable prescribed period of time, prior to evaluation, using the District's Improvement Plan form #149A.

H. The parties agree that individual employee evaluations are not to be substituted for discipline. However, the parties understand that evaluations are necessarily considered by the management representative when an employee must be disciplined for continuous substandard performance.

I. The Board shall determine the format and structure of the evaluation document. The Board

agrees that its supervisors will be trained in the utilization of the evaluation document and that it will encourage supervisors to see that the document is utilized in a uniform manner throughout the system.

ARTICLE 8
PERSONNEL FILES

Personnel files shall be maintained according to the following provisions:

A. The term “personnel file” means all records, information, data, or materials maintained by the Martin County School District, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee whether maintained in one or more locations.

B. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee’s conduct, service, character, or personality shall be placed in the personnel file of such employee.

C. No anonymous letter or anonymous materials shall be placed in the personnel file.

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

E. No such materials may be placed in a personnel file unless they have been reduced to writing within forty-five (45) workdays, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials.

F. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify them as needed.

G. A copy of such materials to be added to an employee’s personnel files shall be provided to the employee either:

    1. By certified mail, return receipt requested, to his or her address of record, or

    2. By personal delivery.

H. The employee’s signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its content. An employee’s refusal to sign a document when the employee’s signature only indicates receipt of the document will not prevent the filing of the document in the employee’s personnel file.

I. An employee has the right to answer in writing any such materials in a personal file and

the answer shall be attached to the file copy. An employee has the right to request that the district school superintendent or the superintendent's designee make an informal inquiry regarding material in the employee's personnel file which the employee believes to be false. The official who makes the inquiry shall append to the material a written report of his or her findings.

J. Upon request, an employee, or any person designated in writing by the employee, shall be permitted to examine the personnel file of such employee. The employee shall be permitted conveniently to reproduce any materials in the file, at a cost no greater than five (5) cents per page.

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

L. An employee shall be confidential and exempt from public record until the end of the school year immediately following the school year in which the evaluation was made.

M. No material derogatory to an employee shall be open to inspection until ten (10) days after the employee has been notified pursuant to Florida law.

N. Letters of reprimand or letters of counseling which are more than one (1) year old with no reoccurrence of the stated problem or concern shall be considered a favorable indication of employee professional growth for annual employee evaluation or consideration for promotion.

ARTICLE 9

SENIORITY, LAYOFF RECALL, SUBCONTRACTING, SUPERSENIORITY, INVOLUNTARY TRANSFER, & DISPLACEMENT IN CLASSIFICATION

A. SENIORITY

1. Seniority**,** except in relation to awarding overtime, shall be defined as the total length of continuous service with the Board. Seniority shall be district-wide and shall be effective from the date of last employment. Time off for Board approved long term leave of absence without pay shall not count toward seniority but such leaves shall not be considered as an interruption of service. Seniority in relation to overtime shall be defined as the total length of continuous service in a particular job coupled with the qualifications and ability to perform the required task(s). Seniority for employees hired on the same date shall be determined based on alphabetical order using the last name of the employee on the Form #18 on the date of hire.
2. Seniority, qualifications, and evaluations will be considered in:
    a. Promotions
    b. Work Assignments
3. Seniority will take precedence in:
    a. Shift assignments, as vacancies occur
    b. Overtime, exception if an employee is working on a project, that employee receives the overtime in order to complete the task. Overtime can be awarded without seniority taking precedence upon prior supervisor approval if the supervisor determines that
        (i) an employee has already begun working on a project
        (ii) completing the project is mission critical
    c. Leaves
    d. Summer Programs
4. Employees shall lose their seniority as a result of the following:
    a. Dismissal
    b. Resignation
    c. Non-renewal of contract, unless the employee is re-hired prior to losing any work days in his/her respective job category.
    d. Retirement
    e. Layoff exceeding two (2) years.
    f. Failure to report from layoff within ten (10) work days of receipt of recall.

B. LAYOFF AND RECALL

1. The Board shall determine the classifications by departments and schools in which employees are to be laid off. In the event the Board determines that the numbers of employees shall be reduced and shall have to choose among personnel as to which should be retained, prime among the criteria to be considered by the Superintendent in making his/her recommendations to the Board shall be seniority, qualifications, and supervisor evaluations.
2. Employees to be laid off shall be notified in writing at least two (2) weeks prior to the effective date. A list of employees laid off shall be forwarded to the Union at the same time the affected employees are notified. Employees shall be recalled in reverse order of layoff in the same job classification. Employees shall be given the opportunity to continue insurance coverage in existing programs during the layoff period subject to the limitations as provided in the guidelines established by federal regulations.
    a. Employees in layoff status will retain recall rights for two (2) years, and shall have priority for recall over new employees.
    b. Recall will be made by certified mail to the last address in the employee's records. Within ten (10) work-days of the certified receipt date, laid off employees must signify their intention of returning to work to the Personnel Office. Failure to respond to the notice will constitute a resignation by the employee.
    c. Layoffs shall be subject to bumping rights as set forth in Article 9, Section F.

C. INVOLUNTARY TRANSFERS

1. The Superintendent reserves the right to transfer employees. However, the employee and the Union shall be notified prior to the transfer taking effect. The pay grade of the employee being involuntarily transferred into a lower paying position shall continue at the employee's rate of pay in the higher paying position for one (1) year following notice of the transfer. At the end of that year, the employee shall be placed on the appropriate place on the salary index and paid accordingly.
2. Involuntary transfers, other than disciplinary transfers, shall be subject to bumping rights as set forth in Article 9, Section F.

D. DISPLACEMENT IN CLASSIFICATION (BUMPING)

1. An employee with five (5) or more years of continuous service with the District who is laid off or involuntarily transferred from his/her present classification may bump into an equal or lower classification in which the employee has previously served.

The employee in the equal or lower classification with the least seniority will be displaced.

2. An employee with less than five (5) or more years of continuous service with the District who is bumped, laid off, or involuntarily transferred shall not have bumping rights.

3. In all cases, the employee exercising bumping rights must have greater seniority than the employee who is to be displaced. No person may bump into a job for which he or she is not qualified. No person may bump into a job from which he or she was previously transferred from for disciplinary and/or performance-based issues. The School Board's decision regarding whether an employee has been previously transferred for disciplinary and/or performance-based issues shall be final.

4. In the case of a layoff or involuntary transfer from an eliminated position, any employee bumping to an equal or lower classification level shall retain re-employment rights to his or her former position classification.

5. Each year by October 1, the District shall publish seniority lists by classification identifying the seniority of all employees in the classification. Any employee claiming greater seniority in any classification than what is reflected in the lists shall notify the District in writing by no later than October 15. The District shall investigate any such claims and shall amend the lists as appropriate by November 15. If not challenged the original list shall be deemed determinative for purposes of seniority. If the District publishes amended lists after investigating employee claims, the amended lists shall be determinative for purposes of seniority.

6. All bus operators notified of a layoff in accordance with Article 9, Section B, herein shall maintain the bumping rights guaranteed in this Article.

7. Bus operators who are involuntarily transferred to a different route pursuant to Article 9, Section C, shall not have bumping rights as provided in this Article

8. Bus operators involuntarily transferred during a school year as outlined in number 7 of this Article, shall not have their daily hours of work reduced for the remainder of that school year.

9. The District will seek bus operators willing to volunteer to switch routes with the bus operator involuntarily transferred pursuant to number 7 of this Article prior to switching two bus operator routes involuntarily.

ARTICLE 10

LEAVES

Paid Leave

1. **Sick Leave**

a. Each employee is credited with four (4) days of sick leave the first day of employment. Thereafter, he/she is credited with an additional day at the end of each month of employment not to exceed one (1) day for each month of employ. All sick leave accumulates without maximum. However, for employees hired on or after July 1, 2011, sick leave accrued and transferred in from another qualifying employer under F.S. §1012.61(2)(a)1 shall be brought in for purposes of sick leave only, and not for purposes of terminal pay for accumulated sick leave. The unused portion of sick leave shall accumulate from year to year. Any sick leave taken by an employee shall be charged first against leave earned in the District until exhausted and then against leave transferred in from another qualifying employer under F.S. §1012.61(2)(a)1. Sick leave shall be defined as leave with pay for personal illness or disability of the employee or illness or death of a member of his/her immediate family. Immediate family shall be defined as a spouse, parent, child, brother, sister or other close relative or any relative dependent who resides within the employee's household.

b. **Pregnancy**

Absence due to illness resulting from pregnancy or disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, may be charged to accrued sick leave at the employee's option provided the employee is on paid duty status. The employee shall keep her supervisor informed as to the date of probable return to the assignment.

c. An employee utilizing a planned sick leave day must receive approval of his/her management representative at least one (1) day in advance of the planned sick leave day. The supervisor may waive the one-day advance approval requirement in case of emergency.

2. **Personal Leave**

a. Six (6) days of accrued sick leave may be used for the employee's personal business provided the employee cannot take more than five (5) days consecutively. An employee planning to use a sick leave day or days for personal business must receive approval of his/her management representative at least one (1) day in advance. The supervisor may waive the one-day advance approval requirement in case of emergency.

b. A personal leave request (currently in Skyward) prior to or after a holiday shall be submitted to the employee's supervisor not later than 15 workdays before the holiday during which the employee desires to take personal leave.

3. **Annual Leave (Vacation)**: Full-time employees who are contracted annually for 248 days of work shall receive annual leave credit as follows:

a. From zero (0) through five (5) years of service, employees will receive eight (8) hours per month;

b. Then, through ten (10) years service, employees will receive ten (10) hours per month.

c. Subsequently, after ten (10) years of service, employees will receive twelve (12) hours per month.

d. Upon resignation, death, termination or retirement, the employee will be paid in one lump sum for all accrued annual leave as of the last day of employment. In case of death, Florida Statute §222.15 shall apply.

e. A maximum of 500 hours of annual leave may be accrued by employees. Annual leave balances in excess of the maximum will be reduced to the maximum allowed on January 1st of each year. Employees shall receive written notice that all accrued annual leave in excess of 500 hours will be forfeited if not used by a set date provided in the written notice. Employees who exceed the allowed maximum for reasons related to their position shall make application to the Superintendent for an exception. Reasons for an exception must be compelling and may include, but are not limited to: reassignment of employees, implementation of federal or State rules, laws or programs which require the employee's attendance, or other job-related activities which are considered to be for the good of the District. If an exception is granted, the employee will be paid for excess leave at the salary rate in effect at the time the excess leave was earned. In no case will the established maximum be increased.

f. Increases in allowable annual leave will be effective upon the employee reaching his/her employment anniversary date each year.

g. An employee planning to use Annual leave must receive approval of his/her management representative at least forty-eight (48) hours in advance. The supervisor may waive the advance approval requirement in case of emergency.

4. **Professional Leave with Pay:** Professional leave days with pay may be granted upon approval of School Board to employees for the purpose of:

a. Attending and/or participating in pertinent meetings relating to the employee's job function as determined by the management representative.

b. Performing job function out-of-county: Three (3) employees may be granted extended unpaid professional leave during the school year for student teaching, vocational training or professional improvement. Application for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the semester in which leave is to commence.

c. Student Teaching: For the encouragement of continued professional development, extended professional leave with pay for a period not to exceed one (1) school semester may be granted by the Board.

i.. Any non-instructional bargaining unit employee, who is a regular employee and has satisfactorily completed three (3) consecutive years of employment in the school district immediately prior to applying for leave to complete his/her student teaching requirements, may apply for extended professional leave with pay. Responsive to teacher shortage and ensure the candidate is annual contract and in year 4 at the discretion of the Superintendent.

ii. To be eligible for professional leave with pay under this section, the non-instructional bargaining unit employee must be enrolled in an approved student internship/student-teacher program at an institution of higher learning approved by the appropriate accrediting agency.

iii. Any request for extended professional leave with pay for the first semester must be submitted to the Superintendent or his/her designee no later than May 1st of the preceding school year for

which the leave is requested. Any request for extended professional leave with pay for the second semester must be submitted to the Superintendent or his/her designee no later than October 1st of the current school year for which the leave is requested.

d. No more than three (3) employees may be granted extended professional leave during one (1) school year.

e. During extended professional leave with pay, the employee's insurance premiums provided according to his/her contract and the FRS contribution shall be paid by the Board.

f. Extended professional leave with pay may be counted as days worked for the purpose of salary schedule computations.

g. Extended professional leave with pay shall provide for the employee to receive seventy-five percent (75%) of the salary the employee would have received if in actual service to the district, so long as the employee actively participates in the internship/student-teacher program.

h. The employee who takes an extended professional leave with pay shall agree in writing to immediately return to employment with the district for a minimum of two (2) years at the conclusion of his/her professional leave with pay. If the employee fails to fulfill this obligation, he/she shall repay the school district salary paid to him/her while on leave and agrees to structure a repayment plan with the district within thirty (30) days. However, if the district does not offer the employee an instructional position upon the completion of his/her teacher certification requirements, then the employee is released from this obligation.

i. In addition, if an employee withdraws or terminates participation in the internship/student-teacher program for any reason at any time while on professional leave with pay, the employee must notify the Superintendent or his/her designee within forty-eight (48) hours, and the salary and benefits provided for under this section will stop for the remainder of the approved leave. The employee agrees to repay the school district the salary paid to him/her while on leave and agrees to structure a repayment plan with the district within thirty (30) days.

j. Nothing herein should be construed to entitle an employee to an instructional position with the district upon completion of student teaching.

5. **Jury Duty**: Any employee called for jury duty during working hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be paid the normal salary

6. **Illness-in-the-line-of-duty.** Illness in-the-line-of-duty leave not to exceed ten (10) working days shall be granted, with pay/without loss of sick leave, to any employee absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in schoolwork. Any employee who has a claim for compensation for expenses incurred as a result of said illness may file a claim for reimbursement with the Superintendent. This claim must include verification that the illness is job-related. All claims shall be reviewed by the Superintendent whose decision will be final.

7. Verification of Leave/Return from Leave

a. After five (5) consecutive days of absence due to illness and charged to sick leave, an employee may be required to present a physician's statement or other verification as to an employee's reason for absence. Prior to the employee's return from leave described in this Section, the employee shall

complete the necessary forms for verification of the reason for absence, including documentation regarding medical clearance to return to work, and/or any work restrictions. Such forms shall be submitted to the immediate supervisor prior to the employee's return to work. The supervisor shall make the necessary forms readily available to the employee. Verification of return from leave shall be made within five (5) days of the request.

b. The physician's statement of verification of leave for all bus operators must indicate that the employee is fit to return to full duty "as a bus operator without restrictions."

c. Any leave of absence with or without pay shall be approved prior to the leave being taken, except in the case of emergency where the employee must be absent prior to receiving approval from the proper authorities.

d. If misuse of leave is suspected, the Superintendent or designee may investigate and may require a physician's note.

B. **Unpaid Leave**

1. **General Unpaid Leave**. The Superintendent may approve a request for unpaid leave for up to twenty (20) days.

a. A request for any unpaid leave beyond 20 days may be considered by the Superintendent, and, if recommended, shall be approved by the School Board.

b. Requests for unpaid leave to take another position for salary shall be denied, unless there are extenuating circumstances that are acceptable to the School Board.

c. Where possible, requests for unpaid leave shall be initiated no later than June 1st.

2. **Military Leave**. Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service to a maximum of four (4) years. Such person returning from leave shall be returned to employment, without prejudice, provided application for re-employment is filed within six (6) months following the date of discharge or release from active military duty. The School Board shall re-employ the returning ex-serviceman returning from such leave by not later than thirty (30) days from the date of written notice of intent to return to the Board's employ.

3. Childbearing/Child Rearing. A leave of absence without pay (not to exceed one (1) year) shall be granted to an employee of the bargaining unit for the purpose of childbearing and/or child rearing as follows:

a. An employee who is pregnant shall be entitled, upon request, to maternity leave without pay to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said employee shall notify the Superintendent in writing of her desire to take such leave, and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.

b. A male employee shall be entitled, upon request, to a leave without pay to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary, in order to fulfill the requirements for adoptions.

c. An employee who is granted a leave of absence pursuant to this Section shall be subject to the following:

i. If an employee notifies the Superintendent of his or her desire to return to active employment within sixty (60) days after termination of

pregnancy for any reason, or the acquisition of de facto custody of an adopted child; or within sixty (60) days after commencement of the leave, whichever is later, said employee shall within seven (7) days after receipt of the notice by the Superintendent be assigned to a position for which he/she is qualified. If an employee who has been on leave for ninety (90) days or more gives such notice after April 30, he/she may be placed on involuntary leave until the commencement of the next school year.

4. **General Terms/Conditions of Unpaid Leave.** While on unpaid leave in accordance with this Article, the following provisions apply:

A. When an employee is on unpaid leave, the employee's benefits shall end on the last day of the month in which they were an active employee on paid status. An employee shall be given the opportunity to continue insurance coverage through COBRA.

B. The district shall not contribute to an employee's FRS account during the employee's unpaid leave.

C. An employee on unpaid leave shall not accrue seniority or receive experience credit on the salary schedule while on leave.

D. While on unpaid leave under this Section, employees shall notify the School Board by certified mail postmarked no later than March 15 of their intent to return to active employment the following school year. Employees who fail to notify the Board by March 15th of their intent to return shall be terminated. Upon the employee's termination under Section for failure to notify, the termination shall be deemed an employee resignation.

E. When returning to active employment after unpaid leave, the employee shall be returned to a position in the school district. The School Board will endeavor to place the employee in a similar position.

F. If misuse of leave is suspected, the Superintendent or designee may investigate and may require a physician's note.

5. **Flex Time (Contract Day Exchanges) Guideline:** Flex time may be used to allow sites to staff during non-workdays (is used mostly for 227-day non-instructional, or 248 and 227 Administrative employees). This can be used for days outside of the normal work calendar for employees working less than 227. In this case, however, it is recommended that the time be worked before the start of the calendar.

1. Basic Rules:

a. Flex time MUST be documented in the time and attendance system, currently Skyward. It is very important to record Flex time accurately in the period it occurs. Employees may use the Skyward Time Off Request Module to request Flex Worked or Taken.

b. Flex time days (both used and worked) should be established using working days (Monday thru Friday) within the calendar. Employees may also build flex worked time by working more than their scheduled hours per day, not to exceed 40 in a work week. For example, if the work calendar shows a 32-hour work week and the employee worked 40, the employee would receive eight (8) hours of flex worked.

c. Flex time does not carry over from year to year. Flex time worked should equal flex time taken for each year, so that the total balance of flex time at the end of each year is zero. An employee should never work more days than their regularly scheduled contract days (*i.e.*, 227 days) because of flex time scheduling. All flex time banks must have a zero balance on June 30th.

d. Flex time off (FLEX-taken) may be granted before the time is worked at the sole discretion of the Site Administrator. However, the maximum number of hours that can be granted before it is worked is 40. The practice of granting time off before it is worked is not recommended. However, it is recognized that this may be necessary based on site needs and calendar workdays available. Administrators are advised to use caution if they grant this request. (See 'Care' note #7 below.)

e. When realistically possible, flex time worked should be taken off as soon as possible after the time is worked. When flex time to be worked is scheduled, the employee and his/her supervisor should also schedule flex time hours and dates to be taken off. With administrator approval, employees may request a change in the flex time off they have scheduled. An employee planning to use a flex day off must receive approval of his/her management representative at least one (1) day in advance. The supervisor may waive the one (1) day advance approval requirement in case of emergency.

f. Flex time worked is limited to a maximum balance of 80 hours. If an employee reaches 80 hours, they will be required to schedule a minimum of 40 hours off.

g. Care should be taken when using flex time for several reasons:

i. If an employee terminates and has flex workdays that they have not yet taken off, the District must pay them for this time over the regular contract pay.
ii. If the employee terminates and they have taken more days off then they have worked, then they will owe the District the money paid for days not worked. It is very difficult to recover such overpayments.

h. Flex time is not used when an employee is working over 40 hours in a one (1) week period. Any non-exempt employee working over 40 hours in a one (1) week period is subject to the overtime payment requirements under the Fair Labor Standards Act. Overtime requires the Administrative approval in advance.

i. Flex time should be monitored. Periodic balances can be queried via Skyward reports run by the timekeeper for that location.

j. Unused Flex time worked will be paid to non-exempt employees at the end of the fiscal year. To reduce the budgetary impact of this, it is strongly recommended that employee use all flex time earned prior to the end of the fiscal year.

ARTICLE 11
SICK LEAVE BANK & COMPASSIONATE LEAVE

A. SICK LEAVE BANK

1. MEMBERSHIP: A sick leave bank shall be established for optional participation by employees. Each participating employee having one (1) year of employment shall contribute one (1) day of sick leave during the period of September and October of each school year. An employee must have six (6) or more days of accrued sick leave in order to contribute for his initial participation. A sick leave day donated to the bank by an employee will not be returned to the employee except as authorized hereinafter.
2. DURATION: The sick leave bank shall remain in existence until terminated through the collective bargaining procedure or other appropriate procedure.
3. PROCEDURES: The Personnel and Payroll Departments and the Union shall establish procedures for identifying and recording contributions to the bank and for complying with any applicable governmental regulation of sick leave or sick leave banks or associated record keeping. The Union designee shall receive a copy of all applications and of the Superintendent's or the Superintendent's designee's decision.
4. BANK UTILIZATION: In the event of an illness or injury of a participating employee necessitating the employee's absence from work over an extended period of time, a participating employee may receive paid leave under the following conditions:
    1. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident or injury. The condition, or knowledge of such condition, must initially occur after the donation date of the one (1) day sick leave.
    2. Any employee wishing to draw from the sick leave bank must have been absent for a minimum of fifteen (15) consecutive workdays.
    3. An employee must have exhausted all sick leave to become eligible for sick leave bank benefits.
    4. Application for use of the sick leave bank must be made seven (7) working days in advance of anticipated need. Such application shall include:
        a. A doctor's statement certifying the illness and the necessity for the protracted leave.
        b. Certification by the employee of the date on which all sick leave will be exhausted and the date on which the sick leave bank is to be used.

c. An employee may draw a maximum of only forty (40) days for any one illness or injury.

d. An employee who is a member of the sick leave bank shall not be eligible to use sick leave from the bank if he/she is on injury or illness in the line of duty, workers' compensation or other approved leave.

5. Those employees who have qualified for and have been approved for the Sick Leave Bank, and who have returned to work, and, who have had a reoccurrence of the same illness or injury necessitating a return to sick status, may be returned to sick bank participation without a fifteen (15) day waiting period providing he/she has been at work twenty (20) work days or less. Those employees who have qualified for and have been approved for the Sick Leave Bank and have returned to work shall be allowed to continue use of the sick bank intermittently for continued medical treatment, *i.e.*, cancer treatment, dialysis, *etc.*

6. Those who return to work for more than twenty (20) days must re-qualify to participate in the Sick Leave Bank.

7. CONTINUITY AND LIMITS: If at June 30 of any year the sick leave bank has more than seven hundred (700) days in the account, all participating employees will continue eligibility for the ensuing fiscal year and only new participants will contribute a day to qualify for participation.

8. PARTICIPATION ABUSE: If any employee is found to have abused the use of the sick leave bank, that employee shall repay all of the sick leave credit drawn from the bank and be subject to such other disciplinary action as determined by the School Board through appropriate established procedures.

9. 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. Withdrawal will be effective when the employee fails to meet the condition in paragraph 1.

10. TERMINATION: If the sick leave bank is terminated for any reason, the balance of days in the account shall be equally distributed into the individual accounts of the current (last) participants. However, no employee may receive more sick leave credit under this paragraph then he/she transferred into the bank.

11. All employees receiving paid leave from the bank shall continue to receive, without any loss, all benefits such as accumulated leaves, *etc.*, as he/she previously received prior to participation.

12. HOLD HARMLESS: The Union and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits,

or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for employees to use this sick leave bank.

13. A copy of the Superintendent's decision on the use of the sick leave bank shall be forwarded to the local union president.

14. In the event the number of days remaining in the sick leave bank is less than two hundred (200) days, participating members shall be required to donate one (1) additional day per participant to the sick leave bank.

15. In the event that a participating employee draws the maximum amount of days from the sick leave bank, forty (40) days, the employee will not be allowed to draw again from the sick leave bank until the employee has worked for ninety (90) working days following the use of the forty (40) days.

    If the employee has drawn from the bank for two (2) years in a row, a committee of district staff and the Union shall determine if the employee shall receive sick bank usage for that year.

B. Compassionate Leave/Transfer or Donation of Leave to Other School Board Employees

1. An employee may donate (*i.e.*, authorize transfer of) his/her accrued sick leave to another School Board employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2)(a) and (b) of MCSD Policy 4430.03 (Sick and Annual Leave (Compassionate Leave).

2. The authorizing employee must retain at least five (5) days of sick leave, as of the time of donation under this provision.

3. The recipient must provide documentation from the treating physician of the illness, accident, or injury for which leave is needed. The recipient must anticipate the need for at least ten (10) days of sick leave in order to receive transfers under this policy. Any transferred sick leave that is not used as anticipated shall be returned to the authorizing employee, upon the recipient's return to work. In the case of multiple donors, unused leave will be returned pro rata to each donor.

4. The person receiving the transfer may not use the donated sick leave until s/he has exhausted all of his/her own accrued sick leave, excluding sick leave from a sick leave bank, if the recipient participated in a sick leave bank.

5. Donated sick leave shall have no value for terminal pay.

ARTICLE 12
LABOR MANAGEMENT MEETINGS

The Union and Board agree that periodic meetings between labor and management personnel at various levels should be conducive to constructive employee relations. Labor or management may request a meeting, but such meetings should take place only if the time, place, and agenda are mutually agreed to in advance. The Assistant Superintendent of Human Resources or designee and the President of the Union are the contact people to set up such meetings.

It is expressly understood that such labor/management meetings are not to be used to attempt to negotiate an alteration of the contract in effect at the time.

ARTICLE 13
UNION REPRESENTATION AND ACTIVITIES

A. Within thirty (30) days of the signing of this Agreement, the Union shall submit to the Superintendent the names of its authorized representatives who will be transacting official Union business. In the event that there should be additions or deletions, they shall be forwarded to the Superintendent immediately.

B. Authorized representatives of the Union may use school facilities at such times that they do not interfere with school activities, provided the authorized representatives have been given such permission and assignment of space by the principal or work location managerial representative, and granted approval by the Superintendent.

C. Authorized representatives will contact the principal or building supervisor before conducting any Union business on the site.

D. Union business will be conducted in such a manner that there will be no interruption of normal Board activities and workflow. In order to facilitate the reasonable and responsible conduct of legitimate Union business, the principal or work-site supervisor may grant permission for the conduct of such business during work time. The Union agrees to advise the management representative of the nature of its business and, where the Union seeks to contact an employee during the employee's work time, the Union will identify the employee.

E. Bulletin Boards

1. The Union may, at its own expense, provide a bulletin board or share a bulletin board already in place in an area and of a size mutually agreed upon with the Union and the principal or work location managerial representative. If no agreement can be reached, then the principal or work location managerial representative shall determine the size and placement of the bulletin board.

2. The Union bulletin board shall be used for the following:

   a. Recreational and social affairs of the Union
   b. Union meetings
   c. Union elections
   d. Reports of Union committee
   e. Union benefit programs
   f. Current Union contract
   g. Training and educational opportunities
   h. Leaflets of a Union informational nature
   i. All other information, including any notices containing any information other than purpose, date, time, and place, may be posted only upon the approval of the principal or work location managerial representative.

3. The Assistant Superintendent of Human Resources shall receive copies of all materials distributed on a county-wide basis and posted on bulletin boards, before or at the time of posting.

4. All material shall be dated and signed by a duly recognized officer of the Union.

J. The School Board agrees to make available online, the following within twenty-four (24) hours, or as soon as practicable, of the Board's receipt of the material:

- Budget Reports (monthly & annual)
- Annual Financial Statements
- Insurance Committee Reports
- Changes in School Board Policy
- School Directory
- School Board Agendas
- Job Postings
- Sick Leave Bank Participants
- All Job Descriptions

K. The School Board shall be responsible for reproducing this Agreement and will furnish a sufficient amount of copies to the Union for distribution to employees as soon as practicable following the execution of this Agreement.

L. Temporary Duty for AFSCME Activities

1. The AFSCME President (or his/her AFSCME Executive Board designees) shall be provided a total of One-Hundred Fifty (150) hours of temporary duty each fiscal year, to be used in increments of fifteen (15) minutes or more, to conduct AFSCME business or to carry out AFSCME activities, including:
   a. Leave to administer the Contract
   b. Labor/management meetings
   c. Serving as authorized delegates of AFSCME to attend AFSCME State Conferences and Conventions and AFSCME International Conventions and AFL-CIO conferences and conventions.
2. Use of Temporary Duty for AFSCME activities.
   The use of temporary duty as described in Paragraph 1 above shall be subject to the following conditions:
   a. Such time-off shall be scheduled between the AFSCME President (or his/her designee) and the immediate supervisor and shall be granted in a manner which will cause no interruption of normal Board activities and workflow.
   b. Such leave shall be limited to two (2) employees per work location on any given day.
   c. The following shall not count against the 150-hour limit:
      (i) Attendance at Insurance Committee meetings by members of the

Board Insurance Committee;

(ii) Attendance at collective bargaining negotiation meetings; or

(iii) AFSCME President's attendance at School board Meetings held during the regular work day

d. A leave request must be completed for all leave taken by AFSCME representatives under Section L.

M. AFSCME shall be permitted to submit written materials introducing and/or describing the Union, its participation in negotiations and AFSCME's general interest in representing bargaining unit employees for distribution to new employees.

N. Information Provided to the Union: The Board shall provide, upon written request of the Union, for each employee in the bargaining unit represented by the Union, in Excel format:

- Name
- Home address
- Home phone number
- Department
- Position Classification
- Starting Date
- Hourly wage

The Union may present a written request for employee information twice every calendar year.

O. Should the Public Employee Relations Commission authorize electronic ratification of the Contract, the Union will be allowed to use work e-mails of employees for the electronic vote by the Bargaining unit assuming appropriate safeguards are in place, the employee's vote is not contained within the e-mail itself, and a separate link is provided to allow for voting.

ARTICLE 14
SUMMER PROGRAMS

1. Summer employees will be paid at their hourly rate computed from their annual salary. In addition, 5% will be added to their hourly rate in lieu of sick leave earned.
2. Summer pay will be based on the salary schedule adopted for the days employed.
3. No sick leave will be accrued during summer employment outside of the regular contract year. Any personal or sick leave taken during summer employment will be unpaid.
4. Positions for summer employment will first be offered to current employees. Bargaining unit employees will have first choice for positions within their regular job description classification. If there is not an employee in that job classification who desires summer employment, the job will then be given on the basis of evaluation, qualification and seniority. Summer employees taking jobs outside of their regular job description classification will be paid the current rate for the position they are filling.

ARTICLE 15
BUS DRIVERS

A. Bus Drivers will be compensated for time worked, which shall include one (1) hour of administrative time per day during the regular school term for drivers driving a regular route.

B. Bus Drivers and Assistants will be paid their hourly rate for all mandatory class attendance outside of regularly contracted time. Two (2) in-service days shall be added to the regular contract of Bus Drivers and Assistants to read 182 days rather than 180 days.

C. On any trip or run out of county (exceeding 75 miles one way, not round trip, or five (5) hours), drivers shall continue to be compensated for meals and lodging pursuant to existing board policy. At the discretion of the school, the Board agrees to compensate drivers for entrance fees, unless entrance by the driver to a particular activity would be inappropriate. The driver will be notified on the bus request whether or not the entrance fee will be paid. In the event that the Board should consider a particular entrance inappropriate, the driver shall be notified in advance of such a decision.

D. Drivers and Bus Assistants who have received uniforms for three (3) years or more may request a semi-annual payment of $65.00 for uniform cleaning and maintenance in lieu of uniforms. Such payments shall be made in September and January.

E. All Bus Drivers are subject to drug and alcohol testing as part of their annual physical examination.

F. Summer Programs

1. Summer Bus Drivers shall be paid the highest paid driver's daily rate according to the current salary schedules. Summer Bus Assistants shall be paid the highest paid Bus Assistant's daily rate according to the current salary schedules. Those drivers earning more than the highest paid driver rate of pay according to the salary schedule will continue to receive their current hourly rate of pay. In addition, 5% will be added to the employee's hourly rate for during summer employment under this section in lieu of sick leave earned. No sick leave will be accrued during summer employment. Any personal or sick leave taken during summer employment will be unpaid.

2. Bus Drivers and Bus Assistants who are hired for summer programs will be assigned additional work necessary to guarantee a minimum of four (4) hours of work each day during the Martin County School District summer session.

3. If an agreement is reached with St. Lucie County to use St. Lucie drivers or assistants during the summer, Martin County School District Bus Drivers and Bus Assistants will receive preference in work assignments, including field trips.

4. After the bidding for and assignment of summer routes has been completed, two lists of employees will be produced and provided to AFSCME. One list will

document by seniority the Bus Assistants/Drivers who bid on a summer route/trip and were awarded a summer route/trip. The second list will document by seniority the Bus Assistants/Drivers who bid on summer routes/trips but were not awarded a route/trip. When new summer trips or packages in which packages will be broken apart are created, they will be assigned to the Bus Assistants/Drivers on the second list by seniority. The second list of employees will also be used to fill in when the first list calls in for absence.

5. Lead Drivers/Dispatchers working summer hours shall not have their shift broken into two (2) segments and will instead work one continuous shift.

H. All Martin County School District Bus Drivers, Lead Drivers, and Assistants shall be in Martin County School District uniforms. The adopted uniform is described below. The complete uniform shall be neat and clean. Five (5) uniforms shall be furnished annually to each Lead Driver, Driver and Bus Assistant.

1. LEAD DRIVERS/UTILITY DRIVERS: White shirt, navy blue or black pants, skirt or knee length shorts purchased through the District's vendor company. The District will provide either a patch or some other insignia to identify the operator as either a lead or a utility to be worn in a District designated location. Shirttails must be tucked in. Heels shall not exceed one (1) inch. Shoes worn must have closed heels and toes.

2. BUS DRIVERS & ASSISTANTS: Dark blue or black pants, skirt or knee length shorts (shorts must be obtained through the District's vendor), and an identification badge.

   A. FEMALE EMPLOYEES' UNIFORM DRESS: Light blue shirt with dark blue or black skirt, slacks, uniform shorts or pants; sweaters or jackets to match. Shirttails are to be worn inside.

   B. MALE EMPLOYEES' UNIFORM DRESS: Light blue shirt with dark blue or black pants or knee length shorts, sweaters and jackets to match. Shirt tails are to be worn inside.

3. COLORS shall be light blue top, dark blue or black bottoms. No jeans are allowed except as provided in Section H. 6. below.

4. HEELS: Heels shall not exceed one (1) inch and must have closed heels and toes. Sneakers are allowed.

5. NAME BADGE: All employees will wear a visible identification badge furnished by the District when on duty.

6. TEE SHIRTS and other non-uniform shirts/blouses are not permitted. However, on Friday School Spirit Days, bargaining unit members within this Article may, instead of wearing their assigned uniform, wear a school spirit shirt and jeans.

Jeans must be dark blue or black, clean and free of holes, tears, rips, double-stitched outside seams, rivets, or applique on the back pocket, and worn in a manner consistent with the professional dress of the District.

I. *Job Prep Runs* and *Activity Runs* that are regularly scheduled to run will be included in the regular school bus routes as an activity run. The total route time will be used for the purpose of determining employee benefits. An activity run will continue to be considered for the calculation of benefits so long as it is scheduled and worked. Activity runs and job prep runs will be used for the purpose of calculating scheduled time. Compensation will be calculated as provided for in Article 15 Section B and Article 4, Section B5. If a Job Prep or an Activity Run is cancelled within 48 hours of its occurrence, any employee assigned to such Job Prep or Activity Run shall be paid for the Job Prep or Activity Run as if it was worked. If job preps are cancelled by the District, regular employees shall be given priority treatment for open job preps before substitutes, so long as doing so does not delay any routes or place any regular employee in an overtime status.

Once assigned to a route the activity run will remain permanently attached to that route. A Bus Driver may request the Activity Run be removed from the route twenty days prior to the start of the new school year or during the school year at the operator's request and at the District's discretion the District may:

- Offer the activity run through the bidding process or
- Add the run to an unassigned bus route for bidding, or
- Assign it to the route driver with the least seniority.

The activity run will remain on the original route until the District finds another suitable solution at the same or lesser cost.

J. By mutual agreement between the District and a Bus Assistant, an Assistant who holds a current CDL license endorsement, is current with "all" requirements necessary to transport students and agrees to drive a school bus when needed will be placed on the first step of the Driver's salary schedule.

K. The parties agree to establish a Transportation Procedure Committee. This Committee will meet quarterly during the year to review overtime reports and address overtime, fieldtrip bidding and other related issues. The Committee will work collaboratively to address issues identified at the meeting. Meetings may be called by either party as needed if issues arise. It is expressly understood that such meetings are not to be used to attempt to negotiate an alteration of the contract in effect at the time.

L. If a Bus Driver and/or Bus Assistant's daily time increases or decreases by fifteen (15) minutes or more per day for five (5) consecutive days, the Bus Driver and Bus Assistant is required to schedule an immediate appointment with their Operations Manager to review their scheduled time and update it as necessary.

(a) Sick Leave Accrual: Each full-time bus operator will be credited with four (4) days, eight (8) hours per day, for a total of thirty-two (32) hours of sick leave the first day of employment as outlined under Article 10.A.1. Thereafter, each full-time bus operator will be credited with an additional day at the end of each month of employment, not to exceed one (1) day for each month employed. The scheduled time of the route used at bidding, or the hours worked as indicated by the Time and Attendance system will not be used to calculate sick leave accrual. When an employee takes a sick day, eight (8) hours of sick leave will be deducted from their accumulated sick leave.

(b) Holiday Leave Accrual: Full time bus operators will receive eight (8) hours of holiday pay for the paid holidays designated under Article 4.A.12. So long as the bus operator is in a paid status (*i.e.*, annual or sick leave) on the regularly scheduled workday immediately before and after the holiday, as required under Article 4.A.12, to be eligible to receive holiday pay. The scheduled time of the route used at bidding will not be used to calculate holiday pay. The hours worked as indicated by the Time and Attendance system will not be used to calculate holiday pay.

FIELD TRIPS

A. DEFINITIONS

1. Field Trips: Trips requiring the use of Martin County School buses which transport students to off campus activities. The method for field trip bidding set forth below is designed to create parity and equity in the assignment of field trips between senior and less senior bus drivers.
2. Seniority: An Employee's length of continuous service with the Board since his/her last date of hire.

B. AWARDS

1. All field trip bids for available field trips outside of the driver's regular route time will be awarded by Seniority, on a rotational basis with regular drivers given first priority pick, bus assistants/drivers given second priority pick and substitute drivers being awarded field trips only after the bids of regular drivers and bus assistants have been exhausted.
2. During a regular five (5) day work week, all field trips will be awarded on a rotational basis "where the pen drops". On work weeks with less than five (5) student days, field trips will be awarded by "seniority" starting at the top of the Seniority List of the first day only of a four (4) day week, NOT "where the pen drops." The rotation award based on "where the pen drops" will resume, uninterrupted, where the pen dropped at the end of the last five (5) day work week at the start of the next regular five (5) day work week.

3. Trips will be posted with a copy provided to AFSCME no later than five (5) working days prior to bidding. Amendments to the posting shall be sent to AFSCME with supporting documentation (*i.e.*, notice of last-minute addition or cancellation of trip from site). All proposed field trip assignments to drivers/substitute drivers shall be posted with a copy provided to AFSCME no later than five (5) working days after bidding. The posting shall include the name of the substitute, the field trip assigned and the amount of hours for the trip.

4. All field trip assignments to substitute drivers are tentative until the final bidding. AFSCME may challenge the tentative award of any field trip to a substitute driver if a regular driver or assistant driver bids on the trip and the award of the trip would not place the regular driver or the assistant driver in an overtime payment status. The bid of a regular driver or of a bus assistant/driver will always prevail over the award to a substitute driver unless awarding the bid results in overtime payment status.

5. If a driver's field trip is canceled, that driver shall be given top bid in order of seniority for the next field trip and a trip must be taken within two consecutive field trip biddings following the cancelled trip.

C. OVERTIME

1. Regular drivers and bus assistants will be given priority pick over bus substitute drivers in assigning field trips so long as the awarding of field trips does not place the employee in an overtime pay status.

2. Exceptions:

   a. Regular drivers and/or bus assistants can be awarded field trips which create overtime for the regular driver and/or bus assistant with the Superintendent's approval per Article 9, Section A.

   b. <u>Substitute drivers shall not be awarded overtime</u>.

D. TRIP TYPES

1. <u>After Hour Trips:</u> Field trips beginning after 5:00 p.m. school days, weekends, holidays, and non-school days.

2. <u>Between Hour Trips:</u> Field trips beginning at 9:00 a.m. or later and ending no later than 1:30 p.m. on school days.

   a. Bus Assistants/Drivers will be eligible to bid on any field trip with a start time within fifteen (15) minutes of their lock-in time. There will be no over-lap in pay. Pay for the field trip will begin when the driver's scheduled period ends. Returning field trips ending prior to the driver's afternoon scheduled time will include compensation for driving time from the ending field trip school site to the compound. Drivers are ineligible to bid on any

field trip with a start time more than fifteen (15) minutes after their scheduled time.

b. All field trips must have a scheduled end/return time that is twenty (20) minutes within the driver's afternoon scheduled time. Drivers are ineligible to bid on any field trip with an end time less than twenty (20) minutes prior to their regular route's afternoon scheduled time.

3. Emergency Trips: Field Trips assigned within two (2) hours of the trip. A volunteer sign-up sheet will be available for regular drivers and bus assistants. These trips will be awarded based on seniority with regular drivers given first priority. There is no penalty for refusal of an emergency trip. When an emergency trip is cancelled by the driver, or a new trip is added as an "add on trip" during Winter Break or Spring Break, the "Emergency List" shall be the standard bidding list and procedure used when replacing that driver and when covering "add on trips" and a copy of the report detailing the change shall be provided to AFSCME.

F. PROXY -

1. Drivers can bid for field trips by proxy. Drivers must complete the Martin County School District Field Trip Proxy form. Proxy forms must be completely filled out in order to be valid. Incomplete proxy forms will be disqualified from the bid. Drivers must select field trips in order of preference. Writing the word "anything" on the proxy will render that form incomplete and the proxy will be disqualified from the bid.

2. A list of drivers shall be turned into the Union President or his/her designee and to the District. All drivers must be present to bid or must have turned in a proxy no later than 9:00 a.m. on the day of the bidding to the Field Trip Bookkeeper.

3. All proxies must be on the authorized District proxy ballot.

G. TRIP CANCELLATIONS

1. Bus Drivers will be paid their hourly rate for activities, trips or emergency daily runs in extenuating circumstances, which are performed in other than the normally scheduled workday. Drivers who are scheduled for a field trip will receive call-out pay for trips that are cancelled by management within three (3) hours prior to the designated start time of the trip. A minimum of three (3) hours shall be paid to a driver who is called out for a field trip but is not used. There will be no call-out pay for the cancellation of emergency trips.

2. Regular drivers and/or bus assistants are required to make all assigned field trips. The unexcused refusal of more than two (2) previously bid field trips will result in the removal of that employee from all field trip bids for the remainder of that school year.

3. Excused refusals shall be for personal illness or the illness or death of an immediate family member, or for previously approved leave in accordance with School Board policy.
4. Any regular driver or assistant who fails to complete two (2) accepted field trips with less than twenty-four (24) hours' notice will forfeit the right to participate in field trip bidding for the remainder of the school year.
5. Any driver or assistant who shows up more than ten (10) minutes late for an assigned field trip without a valid reason will be removed from the field trip rotation roster for the remainder of the school year for the second offense.
6. Management will reassign the cancelled or refused trip(s) in order of seniority on the rotation roster. If the next two drivers on the rotation roster are unavailable, management shall document their efforts and can then assign the trip to any available driver, using substitute drivers only in an urgent situation.

H. SUMMER PROGRAMS

1. When an employee places a bid on a summer route, he/she must accept the entire package as a whole. Rejection or refusal of any portion of a package or route will constitute rejection or refusal of the package in its entirety. Partial packages will not be accepted and drivers will not be allowed to turn back in any part or portion of a route or package.

ARTICLE 16
DRUG TESTING

All procedures regarding employee drug testing shall conform with all applicable Federal and State Statutes, rules and regulations.

Article 17

Contract Agreement and Duration

A. This contract shall be effective July 1, 2023, and shall remain in full force and effect through June 30, 2026. This does not eliminate the possibility of implementing legislative mandates and impact bargaining through negotiations when required.

B. In the event the Board and Union fail to secure a final agreement prior to the expiration date of this Agreement, this Agreement shall automatically renew itself from year to year or until agreement is reached on a successor agreement.

C. During the terms of this Agreement, each party reserves the right to reopen negotiations annually on Salary Schedules, Appendix B, Fringe Benefits, and on two (2) other articles of each party's choosing.

D. Whenever any notice is required to be given by either of the parties to this contract to the other party, either shall do so by letter to the following address:

If by the Union to the Board at: 1939 SE Federal Highway Stuart, FL 34994
If by Board to the Union at: PO Box 596 Port Salerno, FL 34992

Lisa Edwards — AFSCME Union President — Date: 8/30/24

Hector Ramos — AFSCME Chief Negotiator — Date: 8/30/24

MCSD Superintendent — Date: 8.19.24

Jennifer L. Russell — MCSD Chair — Date: 8.26.24

Julie L Sessa — MCSD Chief Negotiator — Date: 8.30.24

White Collar - Annualized Hourly

Educational Paraprofessionals (Level I - Basic, ELL & Level II - ESE)
Behavior Tech (Level V)
Bus Assistant (Level I)
*** Position Identified Scale**

		Educational Paraprofessional (Basic/ELL)		Educational Paraprofessional (ESE)		Bus Assistant
		187 Days/7.5 hours		187 Days/7.5 hours		182 Days/7.5 hours
Years of Experience	Step	Level I Hourly		Level II Hourly		Level I Hourly
0, 1, 2	1	$15.81		$15.91		$16.62
3, 4	2	$15.86		$15.96		$16.67
5	3	$15.87		$15.97		$16.68
6	4	$15.88		$15.98		$16.69
7	5	$15.89		$16.00		$16.70
8	6	$15.90		$16.01		$16.71
9	7	$15.91		$16.02		$16.72
9.5	8	$15.96		$16.07		$16.78
10	9	$15.96		$16.07		$16.78
11	10	$16.02		$16.12		$16.83
12	11	$16.07		$16.17		$16.88
13	12	$16.12		$16.22		$16.93
14	13	$16.17		$16.28		$17.23
15, 16	14	$16.22		$16.33		$17.59
17	15	$16.73		$17.11		$18.88
18+	16	$19.64		$19.82		$22.12

Note:

Educational Paraprofessionals at Willoughby Learning Center who work with special needs students will receive an additional stipend of 55¢ per hour.

Bus assistants who are assigned to handicap buses will receive an additional 58¢ per hour.

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:

Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 187, 236, etc.) = Prorated salary at lesser number of days.

Level Assignments
(White Collar)

Level:	Title (Number of Days)	
I	Bus Assistant (182) *	Educational Paraprofessional (187)* Adult Ed, Basic & ELL
	Child Care Attendant (187)	Extended Day Assistant (217)
II	Attendance Officer (190)	Head Start Assistant Educator (190)
	Child Care Assistant (187)	Home/School Liaison (190)
	Clerk II (187/248)	Receptionist/Telephone Operator (190/206)
	Educational Paraprofessional, ESE (187) *	Security Guard (187)
	VPK Assistant Educator (190)	Title 1 VPK Assistant Educator (190)
III	Assistant Secretary (206/216/248)	Guidance Clerk (206)
	Clerk III (206/216/248)	Health Assistant CNA (187)
	Computer Assistant (190)	Media Assistant (190)
	Data Entry Clerk (206/216/248)	Receptionist/Telephone Operator (190/206)
	English Language Learner/Title III Support Staff (187)	Secretary III (248)
IV	Bookkeeper IV (248)	VPK Educator (196)
	Data Entry Operator (206/248)	Records Specialist IV (248)
	Extended Day Assistant Manager (217)	Secretary IV (216/248)
	Head Start/Pre-K Family Services Worker (206)	Educational Paraprofessional Job Coach (187)
	Parent Trainer/Liaison (216)	
V	Accounts Payable Specialist (248)	Human Resource Specialist (248)
	Administrative Assistant to CAO (248)	Head Start Educator (196)
	Augmentative Comm./Assistive Tech Assistant (248)	Property Control Specialist (248)
	Behavior Technician (187) *	Registrar (248)
	Bookkeeper V (248)	Risk Management Specialist (248)
	Brailist (187)	Secretary V (248)
	Graphics Specialist (248)	Title 1 VPK Educator (196)

Note:

Hourly rates have been rounded to the nearest two decimals for display purposes.

* See Position Identified Scale

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:

Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 187, 236, etc.) = Prorated salary at lesser number of days. **Example: $40,000.00 at 248 days / 248 days = $161.29 daily rate x 236 days = $38,064.44 annually at 236 days**

White Collar - Annualized Hourly Other
(Level I, II, III, IV, V)
Annual Rate Based on an 8 hour day schedule

Years of Experience	Step	Level I		Level II		Level III	
		Daily	Hourly	Daily	Hourly	Daily	Hourly
0, 1, 2	1	$124.80	$15.60	$125.04	$15.63	$125.20	$15.65
3, 4	2	$125.12	$15.64	$125.28	$15.66	$125.44	$15.68
5	3	$125.20	$15.65	$125.36	$15.67	$125.52	$15.69
6	4	$125.28	$15.66	$125.44	$15.68	$125.60	$15.70
7	5	$125.36	$15.67	$125.52	$15.69	$125.68	$15.71
8	6	$125.44	$15.68	$125.60	$15.70	$125.76	$15.72
9	7	$125.52	$15.69	$125.68	$15.71	$125.92	$15.74
9.5	8	$125.60	$15.70	$125.76	$15.72	$126.00	$15.75
10	9	$125.92	$15.74	$126.00	$15.75	$126.08	$15.76
11	10	$125.92	$15.74	$126.00	$15.75	$126.08	$15.76
12	11	$126.00	$15.75	$126.08	$15.76	$126.16	$15.77
13	12	$126.08	$15.76	$126.16	$15.77	$126.24	$15.78
14	13	$126.16	$15.77	$126.40	$15.80	$128.40	$16.05
15, 16	14	$126.40	$15.80	$126.64	$15.83	$131.20	$16.40
17	15	$130.48	$16.31	$132.80	$16.60	$140.80	$17.60
18+	16	$152.24	$19.03	$154.56	$19.32	$163.52	$20.44

Years of Experience	Step	Level IV		Level V	
		Daily	Hourly	Daily	Hourly
0, 1, 2	1	$125.36	$15.67	$148.96	$18.62
3, 4	2	$125.60	$15.70	$149.20	$18.65
5	3	$125.68	$15.71	$149.28	$18.66
6	4	$126.26	$15.78	$149.36	$18.67
7	5	$125.92	$15.74	$149.44	$18.68
8	6	$126.00	$15.75	$149.52	$18.69
9	7	$126.08	$15.76	$149.60	$18.70
9.5	8	$126.16	$15.77	$149.68	$18.71
10	9	$126.40	$15.80	$149.76	$18.72
11	10	$128.08	$16.01	$149.76	$18.72
12	11	$129.68	$16.21	$149.84	$18.73
13	12	$131.92	$16.49	$152.96	$19.12
14	13	$134.72	$16.84	$155.52	$19.44
15, 16	14	$137.28	$17.16	$159.04	$19.88
17	15	$144.96	$18.12	$167.20	$20.90
18+	16	$168.24	$21.03	$193.44	$24.18

Annualized Hourly:
An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:
Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 187, 236, etc.) = Prorated salary at lesser number of days

Example:
$40,000.00 at 248 days / 248 days = $161.29 daily rate x 236 days = $38,064.44 annually at 236 days

White Collar - Annualized Hourly
Extended Day Assistant Manager (Level IV)
Behavior Tech (Level V)

		Behavior Technician	Extended Day Assistant Manager
		187 Days/7.5 hours	217 Days/6 hours
Experience	Step	Level V	Level V
		Hourly	Hourly
0, 1, 2	1	$24.23	$20.00
3, 4, 5	2	$25.32	
6, 7, 8	3	$26.42	
9, 10, 11	4	$27.51	
12, 13	5	$28.65	
14+	6	$29.90	

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:

Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 187, 236, etc.) = Prorated salary at lesser number of days.

White Collar - Annualized Hourly
Other (Level III, IV, V)
Secretary & Bookkeeper
Annual Rate Based on an 8 hour day schedule

Years of Experience	Step	Secretary Level III		Secretary Level IV		Secretary Level V	
		Daily	Hourly	Daily	Hourly	Daily	Hourly
0, 1, 2	1	$126.08	$15.76	$126.88	$15.86	$150.64	$18.83
3, 4	2	$126.48	$15.81	$127.28	$15.91	$151.12	$18.89
5	3	$126.80	$15.85	$127.68	$15.96	$151.52	$18.94
6	4	$126.96	$15.87	$127.76	$15.97	$151.60	$18.95
7	5	$127.04	$15.88	$127.84	$15.98	$151.68	$18.96
8	6	$127.12	$15.89	$128.00	$16.00	$151.76	$18.97
9	7	$127.20	$15.90	$128.08	$16.01	$151.84	$18.98
9.5	8	$127.28	$15.91	$128.16	$16.02	$151.92	$18.99
10	9	$127.68	$15.96	$128.45	$16.06	$152.00	$19.00
11	10	$127.76	$15.97	$130.16	$16.27	$152.08	$19.01
12	11	$127.84	$15.98	$131.34	$16.42	$152.16	$19.02
13	12	$128.00	$16.00	$134.00	$16.75	$155.28	$19.41
14	13	$129.92	$16.24	$136.72	$17.09	$157.84	$19.73
15, 16	14	$132.48	$16.56	$139.12	$17.39	$161.04	$20.13
17	15	$142.56	$17.82	$146.88	$18.36	$169.28	$21.16
18+	16	$166.00	$20.75	$171.28	$21.41	$196.72	$24.59

Years of Experience	Step	Bookkeeper Level IV		Bookkeeper Level V	
		Daily	Hourly	Daily	Hourly
0, 1, 2	1	$126.48	$15.81	$150.64	$18.83
3, 4	2	$126.88	$15.86	$151.12	$18.89
5	3	$127.28	$15.91	$151.52	$18.94
6	4	$127.36	$15.92	$151.60	$18.95
7	5	$159.44	$19.93	$151.68	$18.96
8	6	$127.52	$15.94	$151.76	$18.97
9	7	$127.60	$15.95	$151.84	$18.98
9.5	8	$123.17	$15.40	$151.92	$18.99
10	9	$128.00	$16.00	$152.00	$19.00
11	10	$129.68	$16.21	$152.08	$19.01
12	11	$131.36	$16.42	$152.16	$19.02
13	12	$133.60	$16.70	$155.28	$19.41
14	13	$136.32	$17.04	$157.84	$19.73
15, 16	14	$138.72	$17.34	$161.04	$20.13
17	15	$146.40	$18.30	$169.28	$21.16
18+	16	$170.88	$21.36	$196.72	$24.59

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:
Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 187, 236, etc.) = Prorated salary at lesser number of days

Example:
$40,000.00 at 248 days / 248 days = $161.29 daily rate x 236 days = $38,064.44 annually at 236 days

Level Assignments
(Blue Collar)

Level:	Title (Number of Days)	
I	Custodian/Sub Custodian (236/248) **	Food & Nutrition Service Assistant (190) *
II	Bus Operator (182)	Food & Nutrition Service Cashier (190) *
	Food & Nutrition Service Cook (190) *	Lead Custodian (236/248)
III	Food & Nutrition Service Lead (190) *	Lead Bus Operator (182)
IV	Food & Nutrition Service Asst. Manager (190)	Painter I (248)
	Grounds Worker (248)	Parts Manager (248)
	Grounds Man (248)	Reprographics Specialist (248)
V	Mason II (248)	
	Mechanic Assistant (248)	
	Utility Worker (248)	
VI	Driver/Expeditor/Warehouse (248)	Plumber I (248)
	Mechanic I (248)	Painter (248)
	Irrigation Specialist (248)	
VII	Athletic Fields Maintenance and Grounds Specialist (248)	
	Locksmith (248)	
	Parts Inventory Technician (248)	
	Telephone and Network Cabling Tech (248)	
VIII	A/C Mechanic II (248)	
	Carpenter II (248)	
	Head Painter (248)	Telephone and Network Support Specialist (248)
	Mason III (248)	Plumber II (248)
IX	Electronics Technician (248)	Head Mechanic (248)
	Electrician (248)	A/C Mechanic III (248)
	Mechanic, Paint & Body II (248)	Plumber III (248)
X	Environmental Center Boat Captain (236)	

* See Position Identified Hourly Scale page 19

** PM Custodians starting at 12:30 P.M or later will receive a shift differential of 40 ¢ per hour
Note: Hourly rates have been rounded to the nearest two decimals for display purposes.

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:

Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 187, 236, etc.) Prorated salary at lesser number of days

Example:

$40,000.00 at 248 days / 248 days = $161.29 daily rate x 236 days = $38,064.44 annually at 236 days

Blue Collar - Annualized Hourly
Level I, II, III, IV, V, VI (Annual Rate Based on an 8 hour day schedule)

Years of Experience	Step	Level I		Level II		Level III	
		Daily	Hourly	Daily	Hourly	Daily	Hourly
0, 1, 2	1	$126.48	$15.81	$126.48	$15.86	$127.28	$15.91
3, 4	2	$126.88	$15.86	$126.88	$15.91	$127.68	$15.96
5	3	$127.28	$15.91	$127.28	$15.96	$128.16	$16.02
6	4	$127.36	$15.92	$127.36	$15.97	$128.24	$16.03
7	5	$127.44	$15.93	$127.44	$15.98	$128.32	$16.04
8	6	$127.52	$15.94	$127.52	$16.00	$128.40	$16.05
9	**7**	$127.60	$15.95	$127.60	$16.01	$128.48	$16.06
9.5	8	$127.68	$15.96	$127.68	$16.02	$128.56	$16.07
10	9	$127.68	$15.96	$127.68	$16.02	$128.56	$16.07
11	10	$128.16	$16.02	$128.16	$16.07	$128.96	$16.12
12	11	$128.56	$16.07	$128.56	$16.12	$132.32	$16.54
13	12	$128.96	$16.12	$128.96	$16.52	$137.12	$17.14
14	13	$129.36	$16.17	$129.36	$16.94	$140.88	$17.61
15, 16	14	$129.76	$16.22	$129.76	$18.23	$151.76	$18.97
17 +	15	$145.68	$18.21	$145.68	$21.15	$175.44	$21.93
Years of Experience	**Step**	Level IV		Level V		Level VI	
		Daily	Hourly	Daily	Hourly	Daily	Hourly
0, 1, 2	1	$127.68	$15.96	133.44	$16.68	$142.64	$17.83
3, 4	2	$128.16	$16.02	135.92	$16.99	$145.12	$18.14
5	3	$128.56	$16.07	137.60	$17.20	$146.88	$18.36
6	4	$128.64	$16.08	139.44	$17.43	$148.80	$18.60
7	5	$129.60	$16.20	142.08	$17.76	$151.44	$18.93
8	6	$132.24	$16.53	144.72	$18.09	$154.00	$19.25
9	**7**	$134.96	$16.87	147.36	$18.42	$156.72	$19.59
9.5	8	$137.52	$17.19	150.00	$18.75	$159.44	$19.93
10	9	$140.00	$17.50	152.64	$19.08	$161.92	$20.24
11	10	$143.04	$17.88	155.60	$19.45	$164.88	$20.61
12	11	$146.24	$18.28	158.64	$19.83	$168.16	$21.02
13	12	$151.12	$18.89	163.76	$20.47	$170.94	$21.67
14	13	$154.64	$19.33	167.36	$20.92	$177.04	$22.13
15, 16	14	$164.08	$20.51	176.24	$22.03	$185.12	$23.14
17 +	15	$188.96	$23.62	202.64	$25.33	$212.56	$26.57

***** Blue Collar Level 1, Step 5 was deleted during the 18-19 Negotiations

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:
Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 187, 236, etc.) = Prorated salary at lesser number of days

Example:
$40,000.00 at 248 days / 248 days = $161.29 daily rate x 236 days = $38,064.44 annually at 236 days

Blue Collar - Annualized Hourly
Level VII, VIII, IX (Annual Rate Based on an 8 hour day schedule)

Years of Experience	Step	Level VII		Level VIII		Level IX	
		Daily	Hourly	Daily	Hourly	Daily	Hourly
0, 1, 2	1	$151.68	$18.96	$171.36	$21.42	$175.52	$21.94
3, 4	2	$154.08	$19.26	$174.00	$21.75	$178.16	$22.27
5	3	$156.00	$19.50	$176.00	$22.00	$181.36	$22.67
6	4	$158.00	$19.75	$177.52	$22.19	$183.52	$22.94
7	5	$160.56	$20.07	$179.44	$22.43	$185.28	$23.16
8	6	$163.20	$20.40	$181.28	$22.66	$188.00	$23.50
9	**7**	$165.84	$20.73	$183.20	$22.90	$190.72	$23.84
9.5	8	$168.56	$21.07	$184.96	$23.12	$193.52	$24.19
10	9	$171.12	$21.39	$186.80	$23.35	$196.64	$24.58
11	10	$174.08	$21.76	$188.96	$23.62	$199.76	$24.97
12	11	$177.36	$22.17	$191.12	$23.89	$203.60	$25.45
13	12	$182.72	$22.84	$195.76	$24.47	$209.28	$26.16
14	13	$186.48	$23.31	$198.72	$24.84	$213.44	$26.68
15, 16	14	$194.00	$24.25	$203.12	$25.39	$220.24	$27.53
17 +	15	$222.64	$27.83	$232.72	$29.09	$251.92	$31.49

Years of Experience	Step	Level X	
		Daily	Hourly
0, 1, 2	1	$209.83	$26.23
3, 4	2	$212.11	$26.51
5	3	$214.38	$26.80
6	4	$216.65	$27.08
7	5	$218.93	$27.37
8	6	$221.20	$27.65
9	**7**	$223.47	$27.93
9.5	8	$225.75	$28.22
10	9	$228.02	$28.50
11	10	$230.29	$28.79
12	11	$232.57	$29.07
13	12	$234.84	$29.35
14	13	$237.11	$29.64
15, 16	14	$239.38	$29.92
17 +	15	$274.36	$34.29

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:
Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 187, 236,, etc.) = Prorated salary at lesser number of days

Example:
$40,000.00 at 248 days / 248 days = $161.29 daily rate x 236 days = $38,064.44 annually at 236 days

Blue Collar

Bus Operators

Years of Experience	Step	Level II
0, 1, 2	1	$21.32
3, 4	2	$21.89
5	3	$22.20
6	4	$22.52
7	5	$22.83
8	6	$23.14
9	7	$23.45
9.5	8	$23.76
10	9	$23.34
11	10	$24.65
12	11	$24.96
13	12	$25.27
14 +	13	$26.00
Lead Bus Operator		$25.23

Note: Substitute bus operators will be paid the hourly rate for Level II, Step 1

Food Service

Years of Experience	Step	Level I	Level II	Level III	Level IV
0, 1, 2	1	$15.60	$16.12	$17.68	$20.80
3, 4	2	$15.76	$16.28	$17.78	$21.01
5	3	$15.91	$16.43	$17.94	$21.16
6	4	$16.07	$16.59	$18.25	$21.37
7	5	$16.28	$16.74	$18.62	$21.68
8	6	$16.54	$16.90	$18.77	$21.94
9	7	$16.80	$17.06	$18.88	$22.20
9.5	8	$17.06	$17.21	$18.98	$22.36
10	9	$17.32	$17.68	$19.14	$22.62
11	10	$17.58	$17.89	$19.66	$22.78
12	11	$17.84	$18.20	$19.86	$22.98
13	12	$18.25	$18.46	$20.02	$23.40
14	13	$18.41	$18.67	$20.44	$23.71
15, 16	14	$18.72	$19.24	$20.59	$23.92
17	15	$19.76	$20.28	$20.90	$24.44
18+	16	$22.88	$23.92	$24.96	$26.00

* Food Service Level 1, Step 4 was deleted during the 18-19 Negotiations

Note: Level I employees contracted for three (3) hours or less per day will be paid at the hourly rate of Step 1 Level 1, regardless of years of experience.

APPENDIX B
FRINGE BENEFITS

A. Insurance

1. The Board will provide, without cost to benefit-eligible employees, as part of the core benefit package, a group term life insurance policy in the amount of $35,000 for each employee under the age of 65. This policy reduced 35% ($22,750) for employees age 65 – 69, and 50% at age 70 ($17,500). This shall include double indemnity for accidental death. The Core benefits package for benefit-eligible employees will consist of insurance for medical, dental vision, life and Employee Assistance Program (EAP).

2. The Board will provide a flat amount not to exceed $6,500.00 annual medical insurance contribution to all benefit-eligible employees. The Board shall also provide all benefit-eligible employees Employee Only dental, Employee Only vision and life insurance benefits at no cost to the employee. Dental insurance will be funded to the DHMO level. The benefit-eligible employee can elect dependent coverage if the employee pays the total cost of the dependent coverage. Employees must actively enroll in desired coverage on the District's online benefit platform.

a. Benefit-eligible employees are defined as employees in a regular position that are regularly scheduled to work at least 30 hours a week.

b. In the event both spouses are employed by the Board on a benefit-eligible basis as defined in paragraph "a" above, a flat amount not to exceed $13,000.00 annual medical insurance contribution will be allotted for family coverage.

3. The Board shall continue to contribute full-time benefits for those employees hired before July 22, 1997, who were regularly scheduled for duty for at least twenty (20) but less than thirty-seven and one-half (37.5) hours per week in accordance with the terms and conditions of the applicable legal settlement agreement.

4. All new employees must satisfy a waiting period for insurance benefits. Benefits are effective the first day of the month following thirty (30) days of employment in an eligible position. A waiting period also applies to the transfer to an eligible position and upon return from an unpaid leave of absence (non-FMLA period). The employee must be actively at work on that date for insurance to begin. "Actively at work" is defined as an employee working the normal number of hours as required by their contract. Insurance benefits end on the last day of the month following termination of employment, non-renewal, or reduction in hours, including if an employee transfers into a non-benefit eligible position or is on an unpaid leave of absence or on a non-FMLA leave.

5. Cafeteria Benefit Plan

a. The cafeteria plan for optional fringe benefits, intended to be in accordance with the requirements of IRS Code Section 125, shall be continued as a, "payroll deduction option".

6. Liability Insurance

The Board will provide School Leaders Errors and Omissions insurance for all employees in the amount of $100,000.

7. The Union may appoint up to four (4) representatives to be members of the county-wide insurance committee. The insurance committee will recommend insurance program(s) for the succeeding year.

8. The Board and the Union, in conjunction with the Insurance Committee, agree to develop and institute, during the life of this Contract, an educational program designed to inform Board employees of the expanding crisis in health care costs and to provide employees with an understanding of what they may do to assist in holding down future health care premium increases.

B. Uniform Allowance

Employees required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or any protective device shall be furnished to the employee by the School Board; or a semi-annual allowance of $65.00 shall be provided.

C. Terminal Pay for Sick Leave

1. The employee or his beneficiary shall be entitled to receive pay for accumulated sick leave established within the District, upon resignation, retirement, or death, as follows:

a. for employees hired on or before June 30, 2011:

i. After the tenth (10th) consecutive year of service, the daily rate of pay multiplied by 50% (fifty percent), times the number of days of accumulated sick leave.

ii. After the fifteenth (15th) consecutive year of service, the daily rate of pay multiplied by 100% (one hundred percent) times the number of days of accumulated sick leave.

b. for employees hired on or after July 1, 2011:

i. After fifteen (15) consecutive years of service, the daily rate of pay multiplied by fifty percent (50%).

2. Employees qualifying for terminal pay for sick leave as outlined in Board Policy 4430.03 must retire or resign at the end of a semester and give prior notice by the following dates: By November 1st in order to retire or resign on December 31st of that year, or; by May 1st in order to retire or resign on June 30th of that year. The Superintendent may waive these requirements.

D. The Board has adopted a 401(a) qualified retirement plan that is mandatory for all participants. This program was adopted to reduce an employee's tax liability on terminal pay (sick and vacation leave

and bonuses).

E. With the exception of those employees who would have been eligible for early retirement within the next seven (7) years, the early retirement option shall be eliminated upon approval by the State of Florida. Those employees who would have been eligible for early retirement within the next seven (7) years shall be grandfathered under the prior provisions for early retirement, with the following exceptions:

- Grandfathered employees shall have 30 days following ratification, or until January 15, 2003, whichever comes first to elect the early retirement option.
- Grandfathered employees who do not elect the early retirement option within the above deadline shall not be eligible for early retirement.
- Following the deadline, no grandfathered employee shall be permitted to make any change of election (either to opt in or to opt out).
- Opting to retire early shall be executed in writing and addressed to the Director of Personnel, Superintendent and the AFSCME President.

Associated economic provisions:

- The annual savings from the elimination of Early Retirement shall be calculated actuarially by Price Waterhouse.
- The savings from the elimination of Early Retirement, minus the present value cost of the grandfathered employees' early retirement will be paid in a bonus check.
- Actual savings shall be disbursed by April 15 2003, upon the approval of the State of Florida.
- Other than for grandfathered employees, after the funding and distribution of the early retirement economic provisions, this section will not have an effect on future contract years.

APPENDIX C
EDUCATIONAL SUPPLEMENT

A. Initial Qualification

Employees wishing to apply for a professional growth supplement shall make written application on approved form(s) to the Assistant Superintendent of Human Resources no later than June 30th. Applications received after June 30th will not be considered. Applications for a professional growth supplement submitted prior to June 1st will be returned to the applicant. Upon receipt of the application, the Assistant Superintendent of Human Resources will determine eligibility. If approved, payment for the appropriate category will be made to the employee in a lump sum prior to September 30th of the subsequent fiscal year. If the application is denied for any reason, the applicant will be notified prior to August. Applications, which are denied, may be appealed to the Superintendent or his designee. The decision of the Superintendent or his designee will be considered final and will not be subject to appeal. Hours and credits earned in one category may not be used in another category. Supplements will not be awarded for any certification, training, or in-service points, which are a requirement of the employee's job description.

B. Category A - $1,200

Effective July 1, 2019, AFSCME employees shall receive an Advanced Degree Supplement $1,200 if they have earned a Bachelor's degree and their position does not require a Bachelor's degree.

C. Category B -- up to $500

A supplement will be awarded to individuals who have completed educational and/or training programs directly related to their primary level of employment and job description.

Employees may be eligible for Category B Supplement upon completion of an associates degree, license, or other comparable, recognized, certification of competence. Upon completion of the program, the payment for the supplement will be continued from year to year provided the employee complies with necessary re-certification requirements as determined by the licensing or certifying organization.

D. Category C -- $200.00

One hundred (100) hours of training through in-service or other professional growth activities relevant to the employee's job assignment as determined by the Assistant Superintendent of Human Resources. Training during duty hours as part of the job requirements shall not be included. Candidates may use hours accrued during the five (5) years prior to the supplement application date. The supplement shall continue on an annual basis for any year during which the employee completed an additional twenty (20) hours of training as outlined above.

E. Evaluation Committee:

A committee shall be comprised of the following representatives:

Two (2) AFSCME Representatives - appointed by AFSCME; andTwo (2) Representatives appointed by the Superintendent and the Assistant Superintendent of Human Resources who will only vote in the case of a tie.

The committee shall review the credentials of all employees who had previously qualified for the terminated professional growth supplement for the purpose of determining eligibility for the new program. The committee shall, upon review, recommend to the superintendent or his designee the credentials to be transferred into the new program. The superintendent's decision shall be final.

AFSCME
2ND Bargaining session revision of original MOA
August 23, 2022

AMENDED MEMORANDUM OF AGREEMENT

Between AFSCME Florida Council 79, Local 597 and
The Martin County School District

AFSCME Florida Council 79, Local 597 ("the Union") and the Martin County School District ("the District") have agreed to the following provisions that are effective beginning the 2022/2023 school year.

Western Zone Supplement: Eligible employees assigned to Indiantown Middle School, Warfield Elementary School, (added sites are as follows) Indiantown Adult Learning Center (IALC), Perkins and Indiantown Parent Resource Center Schools for the duration of their assignment will have their individual salaries adjusted to reflect a $2,000 Western Zone Supplement (subject to applicable taxes). Any eligible MBU who were assigned to these sites listed will have their supplement prorated according to number of days worked based on their individual work calendar.

This document shall become effective upon ratification by the Martin County School Board.

Lisa Edwards, President, Local 597 — Date: Aug 23, 2022

Dr. John D. Millay, Superintendent — Date: Aug 23, 2022

GRIEVANCE FLOW CHART

SCHOOL BASED PERSONNEL:

	COMPLAINT	STEP I	STEP II	STEP III
Educational Paraprofessional	Assistant Principal Superintendent or Department Head	Principal	Asst. Superintendent Human Resources	or Designee
Other WC School Based Personnel	Immediate Superintendent Supervisor	Principal	Asst. Superintendent Human Resources	or Designee
Security Guards	Immediate Superintendent Supervisor	Principal	Asst. Superintendent Human Resources	or Designee

COUNTY-WIDE PERSONNEL:

Instructional Center WC Personnel	Immediate Superintendent Supervisor	Director as Assigned	Asst. Superintendent Human Resources	or Designee
Other WC Personnel	Immediate Superintendent Supervisor	Director as Assigned	Asst. Superintendent Human Resources	or Designee
Migrant or Chapter I	Coordinator of Title I/ Migrant/ELL Program	Director of Elementary Prgs & School Improvement	Asst. Superintendent for Instructional Services	or Designee

GRIEVANCE FLOW CHART

	COMPLAINT	STEP I	STEP II	STEP III
Food Services	Food & Nutrition Service Manager	Principal	Director of Food & Nutrition Services	Superintendent or Designee
Custodial, School Based	Plant Operator at each school	Principal or Designee	Director of Facilities for Operations	Superintendent or Designee
Maintenance	Asst. Supervisor of Maintenance	Supervisor of Maintenance	Director of Facilities and Planning	Superintendent or Designee
Transportation & Bus Garage		District Liaison	Executive Director for Operations Services	Superintendent or Designee
Warehouse	Director of Purchasing and Warehousing Services	Executive Director for Operations	Asst. Superintendent HR Officer	Superintendent or Designee
Instructional Center or Non-School Based Personnel	Immediate Supervisor	Assigned Administrator	Asst. Superintendent HR	Superintendent or Designee

GRIEVANCE FORM A – Step I **GRIEVANCE NUMBER _____**

Name _____ Date Filed _____

Date of alleged violation _____ Home Phone _____

Time of alleged violation _____ Job Class _____

Place of alleged violation _____ Job Assignment _____

Employee's school or worksite _____

STATEMENT OF DISPUTE Specific Contract Article(s), Section(s), Line(s), Allegedly Violated. (attachments if necessary)

Relief sought:

_____
Signature of Grievant

Decision of Step I Management Representative:

_____
Signature of Step I Management Representative

If not satisfied with Step I Management decision, Grievant may appeal on Form B, Step II

_____
Signature of Grievant

_____
Completion Date

Signature only indicates receipt of decision

GRIEVANCE FORM B – Step II GRIEVANCE NUMBER _____

_____
Signature of Grievant

_____
Date

This form represents a formal appeal of the Step I Management decision

_____
Date received by Step II Management Representative

Decision of Step II Management Representative:

_____
Signature of Step II Management Representative

If not satisfied with Step II Management decision, Grievant may appeal on Form C, Step III

_____
Signature of Grievant

_____
Completion Date

Signature only indicates receipt of decision

GRIEVANCE FORM C – Step III GRIEVANCE NUMBER _____

_____
Signature of Grievant

_____
Date

This form represents a formal appeal of the Step II Management decision

_____
Date received by Superintendent/designee
(Step II Management Representative)

Decision of Step II Management Representative:

_____
Signature of Step III Management Representative

If not satisfied with Step III Management decision, Grievant may submit grievance to Arbitration.

_____
Signature of Grievant

_____
Completion Date

Signature only indicates receipt of decision

MEMORANDUM OF AGREEMENT
Between
The Martin County Education Association
and
AFSCME Florida Council 79, Local 597

The following is an agreement reached between the Martin County School District and AFSCME Florida Council 79, Local 597, in which both parties agree to re-open salary negotiations in the event of a budget windfall resulting from actions undertaken by the Florida Legislature, additional federal funds received through the state, or any other increases in currently budgeted revenue sources.

Lisa Edwards
For AFSCME

1-23-09
Date

Marc Brock
AFSCME
1/23/09

Helene Baxter
For the District

Nancy Kline
Superintendent

1-23-09
Date

MEMORANDUM OF AGREEMENT
Between
Martin County School District
and
AFSCME Florida Council 79, Local 597

Holiday and Sick Leave Accrual

AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding accrual of sick leave and Holiday pay for regular contract bus operators. Each regular contract bus operator will be credited with four (4) days of sick leave (32 hours) the first day of employment as outlined under Article 10.A.1. Thereafter, each regular contract bus operator will be credited with an additional day (8 hours) at the end of each month of employment not to exceed one (1) day (8 hours) for each month employed. The scheduled time of the route used at bidding will not be used to calculate sick leave accrual. The hours worked as indicated by the Time and Attendance system will not be used to calculate sick leave accrual. When a regular contract bus operator takes a sick day, eight (8) hours of sick leave will be deducted from their accumulated sick leave. If a regular contract bus operator uses sick leave for only half of their route (a.m. or p.m.), four (4) hours of sick leave will be deducted from their accumulated sick leave. All other provisions of AFSCME contract retain full force and effect.

Regular contract bus operators will receive eight (8) hours of holiday pay for the paid holidays designated under Article 4.A.12., regardless of their actual clock in/clock out time as indicated through the Time and Attendance system for that pay period. Bus operators must be in a paid status (i.e. annual or sick leave) on the regularly scheduled work day immediately before and immediately after the paid holiday as required under Article 4.A.12. to be eligible to receive holiday pay. The scheduled time of the route used at bidding will not be used to calculate holiday pay. The hours worked as indicated by the Time and Attendance system will not be used to calculate holiday pay. All other provisions of the AFSCME contract retain full force and effect.

This agreement will take effect July 1, 2016.

Kim Sabol
For the District
April 26, 2016
Date

Lisa Edwards
For AFSCME
April 25, 2016
Date

MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597,
and
The Martin County School District

ESE Supplement

AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding the ESE Supplement. ESE Paraprofessionals in self-contained classrooms who work with special needs students and bus assistants on handicapped buses will be compensated by an additional 5% of base salary for their position. All other provisions of the AFSCME contract retain full force and effect.

Kim Sabol
For the District
May 12, 2016
Date

Lisa Edwards
For AFSCME
May 12, 2016
Date

MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597,
and
The Martin County School District

ELL Supplement

AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding the ELL Supplement. Paraprofessionals assigned to Title I schools who are fluently bilingual and support English Language Learner students in the classroom will be compensated by an additional 4% of base salary for their position. All other provisions of the AFSCME contract retain full force and effect.

Kim Sabol
For the District

4/24/17
Date

Lisa Edwards
For AFSCME

4-24-17
Date

MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597,
and
The Martin County School District

AFSCME Summer Program Stipend

AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding a summer program hourly stipend for support staff. Summer Program Support Staff shall be compensated with a $15.00/hour stipend. All other provisions of the AFSCME contract retain full force and effect.

Kim Sabol
For the District

4/24/17
Date

Lisa Edwards
For AFSCME

4/24/17
Date

MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597,
and
The Martin County School District

High School Diplomas

AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding currently employees and the minimum qualification requirement for a high school diploma. All AFSCME bargaining unit employees employed with the Martin County School District as of the date of this fully executed Memorandum of Agreement will not be required to provide proof of obtaining a high school diploma as long as they remain employed in their current position.

Any current AFSCME bargaining unit employee, who voluntarily changes positions within the district, applies for another position within the district, or returns to employment with the district after a break in service, will be required to provide proof of a conferred high school diploma or equivalency in addition to fulfilling all other employment requirements. Nothing contained herein shall prevent the District from taking disciplinary action against an employee for falsification of an employment application. All other provisions of the AFSCME contract retain full force and effect.

Kim Sabol
For the District

4/26/17
Date

Lisa Edwards
For AFSCME

April 26, 2017
Date

White Collar – Annualized Hourly
Annual Rate Based on an 8-hour day schedule

Level V

Years of Experience	Step	Previous Level V Daily	Previous Level V Hourly	New Level V Daily	New Level V Hourly
0, 1, 2	1	$122.20	$15.28	$142.48	$17.81
3,4	2	$124.69	$15.59	$142.48	$17.81
5	3	$125.80	$15.73	$142.48	$17.81
6	4	$126.92	$15.86	$142.48	$17.81
7	5	$128.80	$16.10	$142.48	$17.81
8	6	$130.60	$16.33	$142.48	$17.81
9	7	$132.40	$16.55	$142.48	$17.81
	8	$134.20	$16.77	$142.48	$17.81
10	9	$136.17	$17.02	$142.48	$17.81
11	10	$137.97	$17.25	$142.48	$17.81
12	11	$139.77	$17.47	$142.48	$17.81
13	12	$142.51	$17.81	$145.36	$18.17
14	13	$144.91	$18.11	$147.76	$18.47
15, 16	14	$147.48	$18.44	$150.48	$18.81
17	15	$154.85	$19.36	$158.00	$19.75
18+	16	$179.10	$22.39	$182.72	$22.84
Above Top	17	$185.36	$23.17	$189.04	$23.63
Above Top	18	$191.84	$23.98	$195.68	$24.46

For the District

John D. Millay, Superintendent

February 21, 2023
School Board Approval Date:

For the Union

Lisa Edwards, Local President

January 26, 2023
Ratification or Signature Date:

MCSB/AFSCME MOU
December 15, 2023

MEMORANDUM OF UNDERSTANDING (MOU)
Between
The School District of Martin County (District)
And
American Federation of State, County, and Municipal Employees (AFSCME)

One-Time Bonus for Elementary, Middle & High School FNS Workers

This Memorandum of Understanding (MOU) is made this 15th day of December, 2023, by and between the American Federation of State, County, and Municipal Employees (AFSCME) and the Martin County School Board (MCSB) (collectively, the Parties).

WHEREAS, The School Board of Martin County, Florida desires to attract, retain, and support Food and Nutrition Services (FNS) workers.

NOW, THEREFORE, MCSB wishes to provide the following one-time bonus to FNS workers:

- Elementary FNS workers: **$300.00**
- Middle/High School FNS Workers: **$500.00**

This bonus shall be for the 2023/2024 school year and will be paid to all full and part time FNS workers whose employment as FNS workers began no later than August 10, 2023, and who are still employed as FNS workers as of the date of the payout, currently scheduled for May of 2024.

This MOU shall be effective upon signatures below, and sunsets on June 30, 2024.

For the District

Mr. Michael Maine, Superintendent

Chief Negotiator

For the Union

Lisa Edwards, Local President

Chief Negotiator

MEMORANDUM OF UNDERSTANDING (MOU)
Between
The School District of Martin County (District)
And
American Federation of State, County, and Municipal Employees (AFSCME)

One-time (non-recurring) Supplement for FNS Assistant Managers

This Memorandum of Understanding (MOU) is made this 16 day of Feb, 2024, by and between the American Federation of State, County, and Municipal Employees (AFSCME) and the Martin County School Board (MCSB) (collectively, the Parties).

WHEREAS, The School Board of Martin County, Florida desires to attract, retain, and support Assistant Managers working in Food and Nutrition Services (FNS).

NOW, THEREFORE, MCSB wishes to provide the following one-time (non-recurring) supplement to its FNS Assistant Manager as follows:

Elementary, Middle, and High Schools Assistant Managers - $5,000

The above-referenced supplement shall be for the 2023/2024 school year and will be paid to all FNS Assistant Managers whose employment as an FNS Assistant Manager began no later than August 10, 2023, and who is still employed as FNS Assistant Manager as of the date of the payout, currently scheduled for May 2024.

This supplement shall be prorated throughout the year for purposes of distribution. Eligible Assistant Managers who do not complete an entire year shall have the supplement amount prorated proportionately.

If the Assistant Manager leaves the Bargaining Unit prior to the completion of the payout of the supplement, then the District's obligation to pay will terminate as of the termination date of the Assistant Manager.

It is also understood that FNS Assistant Managers are **not** eligible to receive payment of the one-time (non-recurring) supplement provided to other FNS workers of $300 and $500 respectively, in an MOU dated December 15, 2023, and thus are only eligible for the above-mentioned $5,000 contained in this agreement.

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the Parties regarding this one-time supplement. All other provisions of the CBA remain in full effect.

This MOU shall be effective upon signatures below, and sunsets on June 30, 2024.

For the District

Mr. Michael Maine, Superintendent

Chief Negotiator

For the Union

Lisa Edwards, Local President

Chief Negotiator

Memorandum of Understanding

Between

The American Federation of State, County & Municipal Employees

And

The Martin County School Board

Exceptional Student Education (ESE) Extended School Year "Incentive Supplement for Non-Instructional Summer Personnel"

This Memorandum of Understanding (MOU) is made this ____ of March 2024, by and between the American Federation of State, County, and Municipal Employees Local 597 (AFSCME) and the Martin County School Board (MCSB). This MOU serves to financially incentivize and thereby increase employee participation in providing services to students with disabilities during Extended School Year 2024 (ESY 2024).

This MOU exclusively applies to noninstructional personnel who service ESE students and work during ESY 2024 including, but not limited to, positions such as ESE paraprofessionals, Behavior Technicians, and braillist positions.

Eligible employees participating in ESY will receive $25 per hour (gross before taxes). In the event that a Member of the Bargaining Unit's (MBU) then-current hourly rate exceeds $25 per hour, the MBU will receive their then-current hourly rate, plus an additional 5% of their then-current hourly rate.

This MOU shall be effective upon the signature of the parties below and School Board approval. This MOU shall sunset on August 1, 2024. This supplement is only prospective.

For the District:

Superintendent Date

For the Union:

Local President Date 2/29/24

Chief Negotiator Date 3/4/24

Chief Negotiator Date 2/29/24

MEMORANDUM OF AGREEMENT
Between
The School District of Martin County
And
AFSCME Florida Council 79, Local 597

The School District of Martin County (the "District") and AFSCME Florida Council 79, Local 597 ("AFSCME"), as evidenced by the respective signatures below, agree to this Memorandum of Agreement ("MOA") as more specifically set forth herein.

The provisions of this MOA apply only to the Millage Stipend ("MS") funded by the voter-approved Millage Referendum renewal passed on August 23, 2022.

Appendix B (Supplements) is hereby amended to include the following:

The MS is available to all members of the Bargaining Unit and will be awarded based on total years of experience as listed below. For Year One of the Millage Stipend, the total amount of funding for AFSCME will total $3,000,000.00, as outlined below. For Years Two through Four, the total amount of funding for AFSCME will total $2,339,900.00. The chart attached hereto as **Appendix A** provides a proportionate estimate of the distribution of millage funds for the duration of the Millage Supplement.

YEAR ONE

Years of Experience	MS Award Amounts
• 0-5	$700.00
• 6-10 years	$2,700.00
• 11-15 years	$3,700.00
• 16-20 years	$4,700.00
• 21+ years	$5,700.00

The determination of years of experience will be made on July 1st of each year in compliance with the terms and conditions in the AFSCME Collective Bargaining Agreement.

Any employee hired after the first day of the school year will receive a prorated share of the supplement.

In order to receive an award, a Bargaining Unit employee must complete the academic year, be renewed for the next academic year in the District, and be an active employee on the day of the Millage payout. Any employee in the bargaining unit who is non-renewed and rehired (offered and accepted a position) in the district (employed) or in processing by September 1st shall be

eligible for the MS award. The Millage will be paid out to active employees within 30 days of entering into the payroll system.

An employee who is on approved Family and Medical Leave ("FML") will be treated in compliance with the statutory requirements.

Retiring Employees – For purposes of this MOA, a "Retiring Employee" is an employee who is eligible to retire pursuant to FRS rules and who retires during an academic year that occurs during the effective date of this MOA, and who will receive retirement payment or distribution upon the effective date of retirement. Employees retiring (as above) at any point in the academic year will receive a prorated MS no later than June 30 of the year in which they retire provided that the MS is awarded for that year.

Employees retiring (as above) at the completion of the academic year will receive a full MS in the year that they retire, provided that the MS is awarded for that MS year.

Timing of Awards

Fixed Awards: Awards above will be paid on or before the first pay date in September following the academic year to which the award applies. The Millage Stipend is subject to usual withholdings and taxes and Florida Retirement System ("FRS") contributions similar to regular wages.

Year-End Award: At the end of the Martin County School District's ("MCSD") fiscal year, amounts allocated to Recruitment and Retention through the Additional Voted Millage will be "trued up" and any remaining sums will be allocated and distributed equally to those MS awardees that received a Fixed Award in the MS year and who are still employed with the District as of any distribution date. This additional Award, if any, will be paid no later than the first pay date in December of the MS year. These Awards are subject to usual withholdings and taxes and FRS contributions similar to regular wages.

The Parties agree that the financial position of the District for this Supplement is based on the Millage Referendum renewal, which voters passed on August 23, 2022. It is further agreed that, if before this MOA sunsets the District's financial condition is negatively affected (which, by example only could result from one of the following: the revenue generated by the Millage Referendum renewal decreases; or, the filing of any future lawsuit, or the entry of any order or decree of a state or federal court or administrative body; or, the enactment of any law, rule, or regulation by any state or local authority; or if general economic conditions change), the Parties shall enter into negotiations, in good faith, to reach an equitable solution that maintains the intent of this Agreement.

Memorandum of Understanding
Between
The AFSCME Florida Council 79, Local 597
And
The Martin County School Board

American Rescue Plan Funded "Incentive for Supplemental Tutoring" – Extended Day Program

This Memorandum of Understanding (MOU) is made this _____ day of August 2024, by and between the American Federation of State, County and Municipal Employees Florida Council 79 Local 597 (AFSCME) and the Martin County School Board (MCSB). This MOU addresses an opportunity to financially incentivize employee participation in certain grant funded programs for Extended Day tutoring to close the gap due to the COVID-19 pandemic.

This MOU applies only to the Extended Day Program for positions that are funded through the American Rescue Plan (ARP) Grants and allocated for such use, as indicated on the job posting.

Compensation for AFSCME Members that Directly Work in the Extended Day Program:
MBUs participating in this specific program opportunity, and more specifically, MBUs that directly work in the extended day program, are eligible to receive their hourly rate for each hour worked in the extended day program, plus 5% (gross before taxes), to be paid in accordance with the District's normal payroll practices. The District retains all management rights with respect to employees participating in the extended day program.

Tuition and materials waiver incentive
As an added incentive for MBUs that participate in this program by choosing to enroll a child in the extended day program, all dues and fees, due to the program for the first 9 weeks of the semester defined as the period July 22, 2024, through Friday September 27, 2024 (excluding the week of August 5-9, 2024) will be waived under the provisions of this MOU as follows:

Registration: $8.00 per child enrolled will be waived
Materials Fee: $25.00 per child enrolled will be waived
Tuition: Waived in its entirety
Maximum waivers amount to $55.00 per week per child enrolled

MBUs participating in this program are responsible for paying any remaining fees and tuition that are not waived by the operation of this MOU.

Tuition and materials waiver priority Order
All MBUs may choose to enroll a child or children in the extended day program. First priority of waivers for fees and tuition as set forth in this MOU will be given to MBUs who directly work in the Extended Day Program under the provisions of this MOU. Second priority of waivers will be given to MBUs **who do not work** in the Extended Day Program under the provisions of this MOU. Waivers are not guaranteed, but subject to the language in the term of the agreement paragraph of this MOU.

Term of agreement

This MOU shall be effective upon the signature of the parties below and shall sunset when the American Rescue Plan funds period of availability expires on September 30, 2024, or if when the funds are depleted prior to this date.

For the District	For the Union
Superintendent of Schools	Local President
Chief Negotiator	Chief Negotiator

Memorandum of Understanding
"Incentive Supplement for Volunteer School Site Contact"

The School Board of Martin County, Florida, (Board) and the American Federation of State, County, and Municipal Employees Local 597 (AFSCME) desire to enter into this MOU to provide a supplement to AFSCME members who are selected to fulfill the obligations set forth in the Volunteer School Site Contact job description approved by the Board.

At the discretion of each school principal, an internal job posting may be made for a Volunteer School Site Contact with an annual pay rate of $500.00 for the 2024-2025 school year.

AFSCME members selected to fulfill a Volunteer School Site Contact position will be eligible to receive the $500.00 supplement, less all applicable taxes and required withholdings. This supplement shall be prorated throughout the year for purposes of distribution. Eligible employees who do not complete an entire year shall have the supplement amount prorated proportionately.

This MOU applies only to white-collar AFSCME level assignments which are school site-based positions and are allocated for such use, as indicated on the internal posting (such as level 3, 4, or 5 secretaries, Parent Liaisons, and Bookkeepers, listed on the white-collar level assignment in the Salary Schedule).

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties regarding this supplement. All other provisions of the CBA remain in full effect. This MOU shall sunset and have no further force and effect after June 30, 2025.

Tentatively agreed to on: Aug 30 2024

For the District	For the Union
Superintendent	Local President
Chief Negotiator	Chief Negotiator

TA'd 11/22/2024 Julie Sessa Lisa Edwards Lisa Burke

ARTICLE 4

CONDITIONS OF EMPLOYMENT/GENERAL EMPLOYMENT PRACTICES

A. General

1. The work-week for eight (8) hour per day employees shall be forty (40) hours exclusive of lunch, Monday through Friday, unless otherwise specified in the job description or job posting. Employees may volunteer for flexible schedules if needed, at their regular hourly rate of pay.
2. Regular employees who work less than eight (8) hours per day, but more than four (4) hours per day shall work as contracted and scheduled. A period for lunch shall be provided. Whenever possible, paraprofessionals will be given an uninterrupted, duty-free lunch. All Full-time paraprofessionals shall be paid at least 7.5 hours per day, including lunch, and are not permitted to leave their work site during a paid lunch period.
3. Regular employees who work four (4) hours or less per day shall work as contracted and scheduled.
4. Breaks shall be as follows:
   a. Eight (8) hour and seven-and-one-half (7.5) hour employees shall have two (2) fifteen (15) minute breaks included in their work day.
   b. Employees who work a minimum of four (4) hours shall have one (1) fifteen (15) minute break included in their workday.

c. Ten (10) hour employees shall have two (2) twenty (20) minute breaks, one in the morning and one in the afternoon, included in their workday. The employees shall not exceed a total of twenty (20) minutes on any one break.

5. It shall be the right of the managerial supervisor or administrator to establish work assignments and schedules.
6. Management may assign an employee to a duty assignment out of his/her classification without a change of pay and status for a period not to exceed fifteen (15) continuous workdays. An employee who works more than fifteen (15) continuous workdays in a higher classification will receive notice of their days worked in the temporary assignment placed in his/her personnel file. After said fifteen (15) days, an employee working in a higher status will receive the higher rate of pay at their current step during this temporary assignment. An employee working in a lower classification will remain in his present rate of pay.
7. An employee who is called back to the District for non-connecting work will be paid time-and-a-half the employee's regular rate of pay during the call-back time period, regardless of the employee's total hours of work that week. "Non-connecting work" means the employee has ended the employee's shift for the day and is asked to

return to the District. This provision does not apply in the event of an Emergency/Disaster, as those procedures are solely controlled by the Disaster Recovery Plan and Board Policy 6700.

8. Management shall notify employees not less than five (5) working days before a change in their shift hours or starting time except in case of emergency, or where the job description requires the employee to have the ability to work flexible hours.

9. Overtime and compensatory time will be in compliance with the Fair Labor Standards Act (FLSA). The District's Guidelines regarding 'Accumulating and Using Compensatory and Flex Time' are available from the Payroll Department and included in the current MCSD Employee Handbook.

10. In the event that the Superintendent declares an emergency closing of schools and employees are not called to work, such employees' annual contract period shall not be reduced for the days not worked. Subsequently, because of the additional work required to prepare the schools for re-opening, employees will accept additional job assignments, hours and unusual conditions during the period required for such rehabilitation, for compensation.

11. It is the responsibility of each employee to promptly report on the safety form, to his/her immediate supervisor, any hazardous or unsafe conditions. A form shall be forwarded by the supervisor or designee and to the President of the Union and a copy shall be retained by the employee. No employee shall receive a reprimand for filing a safety form.

12. Abandonment of Position

    a. Any employee absent for three (3) consecutive work days who fails to notify his/her work site management supervisor of that absence during those three (3) days shall receive a written reprimand provided the employee on the fourth consecutive workday either returns to work or notifies the supervisor of the reason for the absences.

    b. Any employee absent for four (4) consecutive work days who fails to notify his/her work site management supervisor of that absence during those four (4) days shall be considered to have abandoned his/her position and resigned as of his/her last day of work attendance.

    c. An employee who has not reported to work for three (3) work days after the closing date on a workers' compensation claim shall be considered resigned as of that closing date.

    d. If an employee's request for leave of absence is disapproved and the employee takes unauthorized leave, the administrator shall place the employee on leave without pay and after an absence of four (4)

consecutive work days shall consider the employee to have abandoned the position and resigned from the school district.

13. Paid Holidays

The 25th of December, the 1st of January, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Martin Luther King, Jr. Birthday shall be paid holidays. An employee must be in a paid status (*i.e.*, annual or sick leave) the regularly scheduled work day immediately before and after a holiday in order to be eligible for payment for the holiday.

14. Smoking and the use of smokeless tobacco products are prohibited on all School Board property (owned and leased) and also prohibited while on duty in the presence of students. The ban also applies in vehicles operated by the School Board, owned and leased. This ban applies equally to employees, students and members of the public.

15. If students and teachers receive early dismissal, paraprofessionals will be permitted to leave upon conclusion of their assigned duties.

16. Shortage of Days: For 248 day employees, in the event that the work calendar falls short of 248 days, the employee shall have the option, with the approval of their supervisor, to use personal or vacation leave to make up the days instead of working 4 day 10 hour shifts to make up the days.

B. GENERAL EMPLOYMENT PRACTICES

1. Upon appropriate written authorization from an employee, the Board shall deduct from the salary of the employee and promptly make appropriate remittance for annuities, credit union, charitable donations and insurance deductions which meet the established criteria of the Board.

2. Legal Recourses

If an employee is a victim of assault and/or battery during the discharge of his/her duties, he/she may pursue whatever legal recourses normally open to him/her without restraint by the Board or its representative. If the employee has property damaged thereby, he/she shall be reimbursed by the Board for such loss up to $200.00. The decision of the Superintendent shall be final and payment shall not be construed as an admission of negligence, fault or guilt on the part of the Board.

3. The Board will, from time to time, reclassify a position for one of the following reasons, with notice to the Union at the same time as the Board, prior to Board action, for any and all positions:

   a. Reclassification

      i. assignment of additional or different duties

      ii. the level of responsibility is changed

iii. leveling of jobs of a similar nature

iv. reorganization

b. Work Load Quotas

When an employee alleges that the employee is being regularly required to carry an inequitable work load quota the employee may request in writing the Assistant Superintendent of Human Resources review the work load quota assigned to the employee. The Department Head or his/her designee shall make the final written decision on the complaint within twenty (20) days. Said decision shall not be subject to the grievance procedure. The Union shall be notified twenty (20) days prior to any classification of level change, for any and all positions.

4. District payroll errors in excess of fifty dollars ($50) shall be given priority treatment for correction within four (4) days.

5. **PAY AT HOURLY RATE**

a. Salary checks will be paid every two (2) weeks for twenty-six (26) pays for all employees, regardless of whether the pay date is a holiday/non-work day. If the pay date is a banking holiday, then the pay date would be one (1) day earlier. If the physical rotation of the calendar should result in more than 26 pays in a fiscal year, the District reserves the right to shift pay dates so that the maximum number of checks an employee can receive in any fiscal year is twenty-six (26). Should that situation occur, then the pay date would be the next banking day.

b. All benefit deductions and contributions will be accrued on a 24-pay cycle basis. All insurance deductions are to be deducted during the month of the coverage period to ensure adequate funding/payment for employee-paid benefits. Adjustments to employee deductions must be authorized by the employee in advance (excluding making up missed deductions). All adjustments to employee insurance must be made within sixty (60) calendar days of being past due. Employees are responsible for all unpaid due insurance premiums. Failure to pay past due premiums within sixty (60) calendar days will result in termination of coverage effective the end of the month in which premiums were paid to date. The District shall give the employee written notice mailed to the employee address on file with Human Resources that the employee is past due within fifteen (15) working days of the first past due insurance premium payment. The final pay will be issued on the regularly scheduled pay date for the pay period in which the work is performed with certain exceptions. Pay checks shall

normally be issued the Thursday following the end of the pay period. The implementation of this article shall not result in the loss of pay for any bargaining unit employee, although the last paycheck(s) may be issued in the ensuing fiscal year.

6. Employees who are promoted to a higher-level position will be placed ~~on the first step of the salary schedule that allows for an increase in pay, including the employee's years of related experience credit. However, when an employee is promoted, prior verified experience in a similar or related area can be used at the District's discretion to adjust the employee's placement on the salary schedule. Said discretion shall be fair and equitable and subject to the Grievance Procedure if used arbitrarily and capriciously.~~ ~~**Laterally across the board without a reduction in pay or steps or due to decrease of receiving additional steps on a yearly basis.**~~ **on the first step of the salary schedule that allows for an increase in pay, including the employee's years of related experience credit. However, when an employee is promoted, prior verified experience in a similar or related area can be used at the District's discretion to adjust the employee's placement on the salary schedule. Said discretion shall be fair and equitable and subject to the Grievance Procedure if used arbitrarily and capriciously.**

7. For ~~additional~~ step increases, an employee may present ~~verification~~ **documentation** of prior similar experience. ~~Acceptable~~ **Verified** prior experience ~~shall place an employee no higher than step ten (10) on the salary schedule~~ **for up to thirty (30) years will be accepted. Documentation of prior experience must be submitted to Human Resources no later than ninety (90) days after the employee's first date of employment. Employees employed by the District as of the date of ratification of this Agreement shall have ninety (90) days from the date of ratification to provide documentation of prior experience to Human Resources.** ~~A maximum of one (1) year of experience will be granted during any one (1) fiscal or calendar year.~~

8. Vacant positions will be posted on the District's website, prior to filling the position, except in the case of reassignments. When filling vacancies, preference will be given to those personnel currently employed by the Board first, giving special consideration to the applicant's qualifications, experience, seniority and evaluations. Next considered will be other persons with applications on file, and then all others. Preference in this contract shall be defined as an important factor to be considered in the current employee's favor and not an absolute criterion for selection.

a. However, should a preference-eligible veteran apply and meet the minimum qualifications for a position with the District, the veteran/applicant will be afforded an interview. If the preference-eligible veteran/applicant is equally qualified for the position as compared to any other applicant, the veteran/applicant will be provided preference in hiring in accordance with Florida Administrative Code 55A-7.011 (and any other applicable law), regardless of any other provision in this Agreement.

b. Should a vacant position remain vacant for six (6) months or more in Food & Nutrition Services, Transportation, or Custodial, Management may consider hiring a Qualified Candidate even if said person does not possess a high school diploma or equivalent. Said employee may be required to obtain a high school diploma or equivalent within one (1) year of being hired or forfeit the position.

9. Voluntary transfers: An employee desiring a transfer shall submit a written request to the Personnel Office stating the specific assignment or nature of the assignment and the school or schools preferred.

10. An employee who has worked one-half of a full contract year for that position, plus one (1) day, shall be granted one (1) year of experience on the salary scale.

11. It is understood that the Board, without violating the terms of this contract, may arrange schedules to include a four (4) day week in which full-time employees may be expected to work ten (10) hours a day.

12. **PROBATIONARY EMPLOYEE**:

New employees hired in the bargaining unit shall be on probationary status for the first ninety (90) working days. After ninety(90) working days a probationary employee becomes an annually contracted employee. Such employees in probationary status may be dismissed at any time without explanation.

13. **Cost of Background Checks**

The District will reimburse a new employee the cost of any background check performed at hiring after the successful completion of the employee's first 120 days. To receive payment, the employee must request reimbursement through the appropriate process identified by the District, and the request must be submitted within the employee's first year of employment or before the employee's separation from the District (whichever is sooner); otherwise, repayment will be forfeited. Background checks are defined to include both employee fingerprinting and drug screening.

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14. **ANNUALLY CONTRACTED EMPLOYEE**:

For the first three (3) years of continuous employment in a job category an

employee shall have annual contracted status. Such employees are subject to reappointment (renewal) and no legal cause is required of the School Board in the event that the employee is not re-appointed. Annually contracted employees who are not recommended for reappointment shall be notified of this no later than twenty-five (25) working days prior to the last student day of each year. A list of all non-renewals, return to annual contract and return to fourth year annual contract appointments will be provided to the AFSCME President once all employees have been notified. Upon request, the District will provide the AFSCME President with a copy of any dues paying member's non-renewal letter, return to annual contract letter or return to fourth year annual contract letter.

15. **REGULAR EMPLOYEE**:

An employee that has worked for three (3) continuous years in the same job category shall have regular status. Such employee shall automatically be continued from year to year unless notified in writing by the Superintendent no later than twenty-five (25) work days prior to the last student day that he/she is being returned to an annual contract. At the time of such notice, the Superintendent will give specific written reason(s) for such action. At the end of the following year the employee would either be returned to regular status or his/her contract will not be renewed. After five (5) years of continuous service with the Board, any employee who is returned to Annual contract shall have the right to grieve said status through arbitration. Nothing in this article limits the Board from properly taking disciplinary action against an employee, up to and including dismissal, during the term of this contract.

16. If any employee with regular status changes job categories, he/she shall retain his/her regular status for the first ninety (90) days in the previous job category. He/She will have probationary status for the first ninety (90) days in the new job category and the employee can be returned to his/her first job category at any time during the probationary period or attain regular status in the new job category after successful completion of the probationary period.

17. In the event that the School Board of Martin County and AFSCME Local #597 fail to reach agreement prior to July 1, and through the negotiated process, it is mutually agreed that salary increases will be paid retroactively. Only those employees who have not been discharged or who have not resigned prior to the date of the Union ratification will receive retroactive pay. Those employees retiring under the Florida Retirement System during the period of time of the negotiations for the collective bargaining agreement shall remain eligible for retroactive pay.

18. Each employee shall be provided with his/her current job description and all

amendments as they are approved. The contents of the job description are not contractual, subject to negotiations or grievances.

19. Employees who are provided a uniform allowance or uniform rental are required to be in uniform while on duty. Only exception will be for school spirit shirts worn on school spirit days for employees who wish to participate.

20. All Martin County School District Food Service Employees shall be in Martin County School District uniforms. The complete uniform, which shall consist of a collared polo-style shirt, khaki or black pants, name badge, and slip-resistant shoes, shall be neat and clean.

21. The District shall provide Food Service Employees with five (5) sets of uniforms, consisting of five (5) shirts and five (5) pants. The District shall also reimburse each Food Service Employee for up to eighty-five ($85) safety shoe allowance for the purchase of slip-resistant shoes. The District shall replace or repair parts of the uniform that become unserviceable because of (1) normal wear and tear or (2) damage, if through no fault of the employee while in the line of duty.

22. In the event that the Board awards a Cost of Living Increase (COLA) and/or additional compensation in the form of a bonus which is not performance based to District employees, AFSCME bargaining unit members will receive a commensurate COLA and/or bonus.

23. **CRITICAL SHORTAGE SUPPLEMENT**

At the School Board's discretion, the School Board may pay a Critical Shortage Supplement of up to $5,000 to AFSCME bargaining unit members and new hires with appropriate qualifications in areas designated by the School Board at a regular School Board Meeting.

24. An employee may be authorized to use a privately owned vehicle in the conduct of authorized District business. Employees that use their own cars for District business must carry the minimum insurance required by law. Employees authorized for such vehicle use will receive mileage reimbursement based on the rate established by the Internal Revenue Code upon submission of the appropriate claim form. Aside from mileage, the District assumes no costs that may be incurred as a result of the use of such privately-owned vehicles.

25. Food service employees shall be notified of scheduled dates for fall in-service training no later than five (5) calendar days after the employees' final schedule last contracted work date.

26. Non-exempt employees required to make monetary bank deposits on behalf of the District shall do so promptly without delay (*i.e.,* immediately after the work day or event) and if so, the employee will remain on the clock and shall be compensated until the time when the deposit is made. The time of deposit shall be determined

by the deposit slip. Additionally, such non-exempt employees will receive mileage reimbursement as provided in section 23. of this Article.