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C O N T R A C T

between the
MIAMI-DADE COUNTY PUBLIC SCHOOLS
and the
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 1184

(Effective July 1, 2024 through June 30, 2027)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Ms. Mari Tere Rojas, Chair

Ms. Monica Colucci, Vice Chair

Mr. Roberto J. Alonso

Mr. Joseph S. Geller

Dr. Dorothy Bendross-Mindingall

Ms. Mary Blanco

Mr. Danny Espino

Dr. Steve Gallon III

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SUPERINTENDENT OF SCHOOLS

Dr. Jose L. Dotres

SCHOOL BOARD ATTORNEY

Mr. Walter J. Harvey

OFFICE OF HUMAN CAPITAL MANAGEMENT

Dr. Dawn M. Baglos

OFFICE OF LABOR RELATIONS

Mr. Nelson Izquierdo Jr., Assistant Superintendent

Ms. Katyna D. Martin, Administrative Director

Dr. Derick R. Mckoy, Administrative Director

Dr. Andrea M. Williams, Executive Director

Ms. Kim Lucas, Labor Attorney

Successor Contract

between the

MIAMI-DADE COUNTY PUBLIC SCHOOLS

and the

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, LOCAL 1184

July 1, 2024 through June 30, 2027

Bargaining Unit Ratification: November 14, 2025
School Board Ratification: November 19, 2025

MIAMI-DADE COUNTY PUBLIC SCHOOLS
BARGAINING TEAM

Chief Negotiator
Mr. Nelson Izquierdo Jr., Assistant Superintendent

Lead Negotiator
Dr. Andrea M. Williams, Executive Director

Mr. Luis E. Diaz
Chief Operating Officer
District Operations

Dr. Alexis L. Martinez
Assistant Superintendent
District Inspectors, Operational & Emergency Management

Mr. Ron Y Steiger
Chief Financial Officer
Financial Services

Mr. Julio Arana
Employment and Recruitment Officer
Office of Human Capital Management

Mr. Steffond L. Cone
Assistant Superintendent
District Operations

Ms. Evaggelia Kasselakis
Food and Nutrition Officer
Department of Food and Nutrition

Dr. Patricia M. Fernandez
Assistant Superintendent
Office of Human Capital Management

Ms. Patricia Fairclough
Principal
George Washington Carver Elementary School

Mr. Michael G. Fox
Risk and Benefits Officer
Office of Risk and Benefits Management

Mr. Juan Ramirez
Principal
Hialeah-Miami Lakes Senior High School

Ms. Kimberly D. Gaines
Administrative Director
Compensation Administration

Mr. Jason Saunders
Principal
Miami Heights Elementary School

Mr. Jimmie Hicks
Administrative Director
Transportation

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 1184
BARGAINING TEAM

Chief Negotiator
Mr. James Spears Jr., Administratorship

Ms. Alicia G. Allen
Transportation Center Southwest

Mr. Gregory E. Allen
Transportation Center Southwest

Ms. Shawn V. Bridgeman
Transportation Center South

Mr. Orlando M. Calvo
Transportation Center Southwest

Ms. Lisa R. Carter
Miami Northwestern Senior High School

Mr Phillip Glenn
Transportation Center Central West

Mr. Jermain Grant
Winston Park K-8 Center

Ms. Auntrece J. Henry
Maintenance Service Center 1

Ms. Patricia Pierre
AFSCME

Ms. Maria V. Rock
Georgia Jones-Ayers Middle School

Ms. Jacqueline Williams-Green
Transportation Administration

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ARTICLE I -- PREAMBLE

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

Section 2. This Contract is between The School Board of Miami-Dade County, Florida, hereinafter called the School Board or Miami-Dade County Public Schools (M-DCPS) or the Employer, and the American Federation of State, County, and Municipal Employees, Local 1184, hereinafter called AFSCME, Local 1184 or the Union (an affiliate of Florida Public Employees Council 79 of the American Federation of State, County, and Municipal Employees, AFL-CIO), which represents employees as certified by order of the Public Employees Relations Commission (PERC) in Certification Number 600. The parties recognize and declare that quality service is necessary to provide a quality education. It is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the School Board and its employees.

Section 3. The School Board and the Superintendent of Schools have the constitutional and statutory authority, respectively, for the operation of M-DCPS in addressing the educational needs of M-DCPS.

Section 4. It is the purpose of this Agreement to provide, where not otherwise mandated by Constitution or Statute, for the salary structure, fringe benefits, and employment conditions of the employees covered by this Agreement; to prevent interruption of work and interference with the efficient operation of the school system; and to provide an orderly, prompt, peaceful, and equitable procedure for the resolution of differences; and the promotion of harmonious relations between the School Board and AFSCME, Local 1184.

Section 5. Nothing contained herein shall be construed to deny employees of their rights and/or obligations under State Law, State Board of Education Regulations, or current School Board Policies. Such Board Policies, as determined by the M-DCPS/AFSCME, Local 1184 Labor-Management Committee, shall subsequently be made a part of the contract by reference.

ARTICLE II -- RECOGNITION

Section 1. Pursuant to the secret ballot election held on February 10, 1983, and pursuant to the order of PERC RC-82-044 dated February 28, 1983, the School Board recognizes AFSCME, Local 1184, as the sole and exclusive bargaining agent of the employees within the bargaining unit covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, and other conditions and terms of employment. Local 1184 is an affiliate of Florida Public Employees Council 79 of the American Federation of State, County, and Municipal Employees, AFL-CIO.

Section 2. Any position created, or any change in title of any position, shall not result in such position being excluded from the AFSCME, Local 1184 unit, except in the instance such position is designated by the School Board or the Superintendent of Schools to be managerial or confidential within the meaning of the Public Employees Relations Act (PERA). If such a designation is made, the position shall be excluded from the AFSCME, Local 1184 unit until such time as the designation of the School Board or the Superintendent is reversed by PERC.

Section 3. The provisions of this Contract are not to be interpreted in any way or manner to change, amend, modify, or in any other way to delimit the exclusive authority of the School Board and the Superintendent for the management of the total school system and any part of the school system. It is expressly understood and agreed that all rights and responsibilities of the School Board and Superintendent, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, state regulations, and School Board Policies, shall continue to be exercised exclusively by the School Board and the Superintendent without prior notice or negotiations with AFSCME, Local 1184, except as specifically and explicitly provided for by the stated terms of this Contract. Such rights thus reserved exclusively to the School Board and the Superintendent, by way of limitation, include the following: (1) selection and promotion of employees; (2) separation, suspension, dismissal, and termination of employees for just cause; and (3) the designation of the organizational structure of the M-DCPS and the lines of administrative authority of M-DCPS.

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

A. Discipline or discharge of any employee for just cause;

B. Direct the work force;

C. Hire, assign, and transfer employees;

D. Determine the missions of the Board agencies;

E. Determine the methods, means, and number of personnel needed or desirable for carrying out the Board's missions;

F. Introduce new or improved methods or facilities;

G. Change existing methods or facilities;

H. Relieve employees because of lack of work;

I. Contract out for goods or services; and

J. Such other rights, normally consistent with management's duty and responsibility for operation of the Board's services, provided, however, that the exercise of such rights does not preclude the Union from conferring about the practical consequences that decisions may have on terms and conditions of employment.

Section 4. Contracting Out

A. It is the policy of M-DCPS to utilize its regular employees to perform work that is ordinarily and customarily performed by bargaining unit members; however, M-DCPS reserves the right to contract out any work it deems necessary or desirable to contract out.

B. M-DCPS agrees that, when a Director-level administrator or above submits a written recommendation that bargaining unit work should be contracted out, a copy of such recommendation shall be sent forthwith to the Union. Thereafter, the Union shall be given full opportunity to have knowledge of the decision-making process(es) by which the contracting-out recommendation is being studied. The Union shall also be given full opportunity to engage M-DCPS in impact negotiations before any final contracting-out decision is implemented. If the Union fails to request impact negotiations within 15 calendar days of being provided written notice of a final contracting-out decision, such decision may be implemented.

C. The parties agree that M-DCPS has the right to contract out up to 60 total pupil transportation routes for the 1999-2000 school year and each year thereafter.

M-DCPS shall provide notice to AFSCME, Local 1184 containing detailed information regarding routes, vendors, and terms of the prospective contract(s), prior to implementation of any contract for pupil transportation services. Routes contracted, pursuant to this Provision, shall be similar to M-DCPS' operated routes in their hourly duration (i.e., the average hourly duration of contracted routes shall be approximately equal to the average hourly duration of M-DCPS' operated routes). Such routes shall be identified and excluded prior to the bidding/assignment process. No M-DCPS employee shall be reassigned subsequent to the bidding/assignment process as a result of contracted routes. The provisions of subparagraph B above shall not apply.

ARTICLE III -- NO-STRIKE PROVISION

Section 1. Strikes and Work Stoppage

AFSCME, Local 1184 hereby agrees on behalf of its members and all employees of the unit it is certified to represent that it shall not authorize, initiate, or participate in a strike against the employer.

In addition, it agrees that neither it nor its members or employees of its certified unit shall support in any manner a strike against the employer by any other Union or group of employees.

For the purposes of this Article, "strike" means any extra legal or extra judicial effort which results in the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure to report to work after the expiration of a collective bargaining agreement, and picketing in furtherance of a work stoppage.

Section 2. Penalties

In the event the appropriate administrative and/or court proceedings determine that a violation of this Article has resulted, in addition to the penalties provided in Chapter 74-100, Florida Statutes, Chapter 447.507, the employer may immediately seek action from the Florida Public Employees Relations Commission (PERC) to:

A. Revoke certification of AFSCME, Local 1184 as the bargaining agent of the unit;

B. Revoke the privilege of payroll dues deduction; and,

C. Seek the maximum fines permitted by law, with the intent that such fines would be used by the employer to replace those services denied the public as a result of the strike.

In addition, the employer shall treat violation of Article III as a breach of contract, with the effect that all organizational rights and privileges accorded AFSCME, Local 1184, its officers, or members, shall be suspended and revoked; however, it is agreed by the Board that AFSCME, Local 1184 shall not be responsible for any act alleged to constitute a breach of this Article if AFSCME, Local 1184 can show that it did not instigate, authorize, condone, sanction, or ratify such action, and, further, that it has used reasonable means to prevent or terminate such action by its members.

ARTICLE III (Cont.)

The officers of AFSCME, Local 1184, along with bargaining unit members of Local 1184, agree to abide by Florida Statutes, Chapter 447.505, in that they will not participate in a strike agreement against the School Board by instigating or supporting in any manner a strike. The officers of AFSCME, Local 1184 agree to take all necessary and reasonable steps, including the holding of a press conference, to bring about an end to any strike involving AFSCME, Local 1184 bargaining unit members. The failure of the officers of AFSCME, Local 1184 to seek an expedited resolution of the strike shall be evidence of the Union's support of said strike.

ARTICLE IV -- SERVICE TO AFSCME, LOCAL 1184

Section 1. The Board agrees to furnish AFSCME, Local 1184, a diskette of the names, addresses, classification titles, social security numbers, employee numbers, and work location codes of all employees in the bargaining unit. Additionally, the Board agrees to provide the Union with updates of this employee information at least twice a year.

The Board agrees to notify AFSCME, Local 1184, at least 30 days in advance, of any public hearing in which personnel matters relative to the unit are to be the subject of discussion.

Leaves of absence with pay shall be granted to those employees designated by AFSCME, Local 1184 to attend Union functions. The total amount of time granted to all employees cumulatively seeking leaves under this provision shall not exceed 260 working days in any contract year.

Section 2. The Board agrees to continue to provide AFSCME, Local 1184 with the following documents and publications:

(One copy unless otherwise indicated)

Miami-Dade County School Board Policies
School Board agendas
School Board minutes
Examination announcements
Training and benefit bulletins
Classification specifications (3)
Employee newspaper (10)
Administrative orders and personnel policy procedures
Proposed budget (4)
Final budget (4)
Table of organization
Salary Handbooks (5)
School System Mail Delivery Service (if legal by U.S. Postal regulations)

Section 3. Contract Distribution

The negotiated contract between AFSCME, Local 1184 and M-DCPS shall be distributed to all members of the bargaining unit, production and costs to be borne by the Employer.

ARTICLE V -- DEFINITIONS

Terms used in this Agreement shall be defined as follows:

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

Section 2. AFSCME, Local 1184 -- The American Federation of State, County, and Municipal Employees (AFSCME), Local 1184, which has been granted the right to represent exclusively the members of the bargaining unit.

Section 3. Agreement -- The document which delineates the items and terms which were mutually-agreed to as the result of collective bargaining, including "Memoranda of Understanding" which have been specifically incorporated in this Agreement.

Section 4. Unit -- That group of personnel, supervisory, and technical employees determined by the Employer and AFSCME, Local 1184 and approved by the Florida Public Employees Relations Commission (PERC) to be appropriate for the purpose of collective bargaining. See Appendix I.

Section 5. Job Description -- The written document describing the duties and responsibilities of each job in the unit.

Section 6. Work Location -- The school center or other responsibility center location to which the employee is instructed to report to work by the administrative supervisor. For the employee in the Operations Department, it shall normally mean the school or building in which the employee is regularly employed. For the employee in Facilities Operations, it shall normally mean the Maintenance Satellite to which the employee is assigned or other school or responsibility center, as assigned. For the employee in the Stores and Distribution Department, Audio Visual Distribution, and Mail Service Departments, it shall mean the warehouse in which the employee is regularly employed. For the employee in the Transportation Department, it shall mean the terminal to which the employee is regularly assigned, or, if the driver is assigned a bus and route(s) and allowed to park the bus at the driver's home, the work location shall be that geographical location of the first student bus stop on the first run and the last student bus stop on the last run of the assigned route(s).

Section 7. Policies -- Policies established by the administration, under authority granted by State Law and the School Board.

Section 8. Miami-Dade County Public Schools -- All public schools now existing or established in the future which lie wholly within the legally-established boundaries for the county of Miami-Dade.

Section 9. Certification -- The designation by PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

Section 10. PERC -- The Public Employees Relations Commission created by Florida Statutes, Chapter 447.003.

ARTICLE V (Cont.)

Section 11. Exclusive Bargaining Agent -- The unit recognized by the public employer and certified by PERC as that designated or selected by a majority of public employees as their representative for purposes of collective bargaining.

Section 12. Superintendent -- The secretary and executive officer of the Miami-Dade County School Board who is responsible for the administration of the schools and for supervision of instruction in the Miami-Dade County Public Schools.

Section 13. State Regulations -- That body of regulations adopted by the Department of Education of the state of Florida to clarify and implement state statutes which relate to education in the state of Florida.

Section 14. Administrative Directives -- That body of administrative directives adopted by the administration to implement Board Policies.

Section 15. Established Practice -- A practice which has gained general acceptance through use.

Section 16. Collective Bargaining -- The performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning the determination of the wages, hours of work, and terms and conditions of employment.

Section 17. Working Hours -- Those specified hours when employees are expected to be present and performing assigned duties. This includes any break period.

Section 18. Workday -- The total number of hours an employee is expected to be present and performing assigned duties.

Section 19. Emergency -- Any situation which is not routine or generally anticipated.

Section 20. Job Classification -- The grade or classification in which the employee is currently assigned.

Section 21. Fiscal Year -- July 1 of one year through June 30 of the following year.

Section 22. Strike -- The concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment, or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage.

Section 23. Division -- The administrative unit to which departments and sections are administratively responsible.

Section 24. Departments -- The operational units within a division.

Section 25. Sections -- The subdivisions of operational units within a department.

Section 26. Seniority -- The length of continuous service in any job in the bargaining unit.

Section 27. Unauthorized Absence -- Any absence without pay which has not been requested by the employee and approved by the supervisor, in writing, at least five days in advance.

Employees are required to notify the work location, prior to the beginning of the workday, when they are unable to report to work or intend to be absent.

Absences of the employee, where notice of absence is made prior to the start of the workday, but are not covered by the employee having accrued sick or personal leave, shall be charged as unauthorized absence and may result in disciplinary action in accordance with Article XI. Upon the employee reporting back to work, the employee shall be apprised of the unauthorized leave status; however, if the employee can demonstrate that there were extenuating circumstances (e.g., hospitalization or other unanticipated emergency), then consideration will be given to changing the status of leave. The work location supervisor has the authority to change an unauthorized leave; however, nothing herein precludes requested leave being determined to be unauthorized where the employee does not have available sick or sufficient personal leave.

Section 28. Approved Personal Leave Without Pay -- Any leave of absence without pay, not to exceed 30 days, granted to full-time permanent employees of the Miami-Dade County Public School system, which has been requested, in writing, by the employee at least five days prior to the date of the requested leave, and approved, in writing, by the Superintendent or his/her designee. Personal leave without pay may not be used until all authorized personal leave has been used.

Section 29. Full-Time Permanent Employees -- Those employees covered under this Contract who are regularly scheduled to work more than 30 hours per week on either a 10-month or 12-month basis.

Section 30. Full-Time Probationary Employees -- Newly-hired or newly-promoted employees covered under this Contract who are within the first three calendar months of employment in their position and who are regularly scheduled to work more than 30 hours per week on either a 10-month or 12-month basis.

Section 31. Part-Time Permanent Employees -- Those employees covered under this Contract who are regularly scheduled to work 30 or fewer hours per week on either a 10-month or 12-month basis. The number of regularly-scheduled working hours shall be finalized for the school year no later than the last working day in October.

Section 32. Part-Time Probationary Employees -- Newly-hired or newly-promoted employees covered under this Contract who are within the first three calendar months of employment in their position and who are regularly scheduled to work 30 or fewer hours per week on either a 10-month or 12-month basis.

Section 33. Hourly and Substitute Employees -- Those persons covered under this Contract who are employed on an hourly basis or as substitutes, as defined in Appendix III, Section B.

Section 34. Drug Screening -- Drug and/or alcohol screening is a unique process conducted under certain circumstances and by the protocol enumerated in the Drug-Free Work Place Policy Technical Guide.

Section 35. Days -- As referred to in the time limits herein, days shall mean working days, except where otherwise specified.

ARTICLE VI -- GENERAL PROVISIONS

Section 1. Non-Discrimination

A. The School Board and the Union agree that the provisions of the contract shall be applied equally to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or handicap.

B. The School Board agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination by the School Board or any of its representatives (i.e., Superintendent or administrative staff) against any employee whose activity is permissible under law or this Contract and who is performing in an official capacity on behalf of the Union, or for any other cause.

Section 2. AFSCME, Local 1184 hereby acknowledges its obligation to properly represent the interest of all employees in the bargaining unit in accordance with law.

Section 3. AFSCME, Local 1184 agrees that, in the event of a change in its bylaws, the Superintendent shall receive a written copy.

Section 4. The Superintendent agrees to notify AFSCME, Local 1184 of any proposed amendment or change in any rule, policy, law, or statute that will affect in any way the employment conditions of the employees in this Unit. No such rule or policy shall be implemented during the term of the contract until agreed to by the parties.

Section 5. Representatives of AFSCME, Local 1184 will be provided opportunity to appear before the School Board in public hearings on matters not covered by this Contract, in accordance with the procedures set forth in Board Policy 0169.1.

Section 6. The President of AFSCME, Local 1184, or his/her designee, and the Administrative Director for Labor Relations or his/her designees, may meet and confer on matters of mutual interest and concern that are outside the provisions of this Contract. Such meetings may be initiated at the request of either group and are to be arranged at mutually agreeable times.

Section 7. Opportunity will be provided for the President of AFSCME Local 1184 and the Administrative Director for Labor Relations to meet periodically at mutually-agreeable times to plan effective procedures for implementation of this Contract, the arrangements for such meetings to be initiated by either party.

Section 8. Opportunity will be provided for the designated representatives of AFSCME, Local 1184, and each Regional Superintendent or his/her designated representative, to meet periodically at mutually-agreeable times on matters of mutual interest and concern, outside the terms of this Contract, the arrangements for such meetings to be initiated by either party.

Section 9. Members of the unit will have the opportunity to process complaints and grievances under the terms of this Contract in accordance with procedures set forth in Article VII.

Section 10. Members of the unit will promptly and effectively administer all terms and conditions of collective bargaining contracts with other employee organizations signed by the Superintendent and, as required by law, approved by the School Board.

ARTICLE VII -- GRIEVANCE PROCEDURES

Section 1. Purpose

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

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

Section 2. Definitions

A. Grievance--Formal allegation by an employee(s) and/or the bargaining agent that there has been a violation, misinterpretation, misapplication of any of the terms and conditions of employment set forth in this Agreement.

B. Aggrieved Employee(s) -- Employee(s) filing the grievance.

C. Supervising Administrator -- The individual having immediate administrative authority over the aggrieved employee(s).

D. Immediate Superintendent -- That Assistant or Associate Superintendent having immediate administrative authority over the supervising administrator.

Section 3. Procedures

STEP I -- The aggrieved employee, with or without the Union Steward, shall discuss the grievance or dispute with the supervising administrator within five working days of the occurrence or knowledge giving rise to the grievance.

If after discussion with the supervising administrator, the grievance has not been resolved, the grievance shall be offered, in writing, within 10 working days, to the supervising administrator, who shall conduct a meeting with the aggrieved employee and his/her Union representative and respond, in writing, within 10 working days. The grievance shall be on the proper form for this Step.

STEP II -- If the grievance or dispute has not been satisfactorily resolved at Step I, the Union Steward and/or the aggrieved employee and the Union representative may appeal the grievance to the immediate Director within 10 working days after the supervising administrator's response is due. The immediate Director shall conduct a meeting with the aggrieved employee and his/her Union representative and respond, in writing, within 10 working days. The grievance shall be on the proper form for this Step.

STEP III -- If the grievance has not been satisfactorily resolved at Step II, the employee may submit the grievance to the Associate Superintendent for School Operations or designee within 10 working days after the immediate Director's response is due. The Associate Superintendent for School Operations or designee shall conduct a meeting with the aggrieved employee and his/her Union representative and respond, in writing, within 10 working days. The grievance shall be on the proper form for this Step.

Failure to observe the time limits for submission of a grievance, at any step, will automatically result in the grievance being considered abandoned. Failure to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.

The parties acknowledge that, as a principle of interpretation, employees are obligated to work, as directed, while grievances are pending.

All responses required at Steps I, II, and III above shall be directed to the employee, with a copy furnished to the Union.

It is understood and agreed by the employer, members of the unit, and the bargaining agent, that the resolution of complaints which are grievable or litigable shall be pursued through the grievance procedure until such remedy is exhausted.

It is further understood and agreed that the aggrieved employee(s) shall be granted released time with pay to attend formal proceedings, as described herein, which are held during working hours. Additional employee witnesses, who may be needed to ensure a full hearing on the merit of the issues, shall be given released time with pay, provided the agent of M-DCPS and AFSCME, Local 1184 mutually agree on the number of representatives. If the formal proceedings extend beyond the employee's workday, the time spent beyond the employee's workday at the formal proceedings shall not be considered time worked and shall not be with pay.

Section 4. Arbitration

If the decision of the Associate Superintendent for School Operations or designee has not satisfactorily resolved the grievance, AFSCME, Local 1184 may request arbitration, in writing, to the Assistant Superintendent, Labor Relations, no later than 15 working days after the rendering of the decision, or the expiration of the time limit for rendering of the decision by the Associate Superintendent for School Operations or designee. Upon receipt of request for arbitration and, in no event later than 15 working days, the Assistant Superintendent, Labor Relations shall set in motion the necessary machinery to expedite an early hearing by the arbitrator. The bargaining agent reserves the exclusive right to institute the Arbitration Procedures under this Agreement. At the arbitration hearing, the aggrieved employee shall be accompanied by the AFSCME, Local 1184 representative and such additional non-employee Union representatives as shall be approved by the arbitrator. The arbitrator shall

render his/her decision no later than 30 days after the conclusion of the final hearing. Such decision shall be final and binding and made in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

SELECTION: The arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the rules established by the American Arbitration Association or the Federal Mediation Conciliation Service.

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

Section 5. Letter of Inquiry

Either the immediate superintendent or the bargaining agent may send a Letter of Inquiry on the stipulated Letter of Inquiry form to Labor Relations for the purpose of seeking a clarification of a Miami-Dade County Public Schools Policy, State Law, and/or the terms and conditions of employment as set forth in this Agreement.

ARTICLE VIII -- UNION REPRESENTATIVES, MEETINGS, AND MATTERS

Section 1. Union Stewards and Non-Employee Union Representatives

A. AFSCME, Local 1184 has the right to select employees from within the bargaining unit, as herein defined, to act as Union Stewards. The names of employees selected shall be certified, in writing, to the Assistant Superintendent, Labor Relations by AFSCME, Local 1184. It is agreed and understood that Union Stewards may be released~~,~~ without loss of pay, with prior approval of their supervisor, to process grievances, attend investigatory interviews, and represent employees in meetings relating to disciplinary actions. The supervisor's approval shall not be unreasonably withheld. It is agreed to and understood that Union Stewards shall process grievances in such a manner as not to disrupt normal School Board activities and services.

B. Non-employee Union representatives shall also be certified, in writing, to the Assistant Superintendent, Labor Relations by AFSCME, Local 1184. The Union agrees that activities by both Union Stewards and non-employee Union representatives shall be carried out in such a fashion as not to interfere with normal work production. Non-employee Union representatives shall not contact employees, including Union Stewards, during regular working hours without the approval of the applicable supervising administrator or principal and such approval shall not be unreasonably withheld. Non-employee Union representatives shall be permitted access to M-DCPS work sites for the purpose of conferring with the supervising administrator or principal, and shall be allowed to conduct Union business in non-working areas during employees' duty-free time.

C. Any time a Union Steward spends during regular work hours away from his/her work location processing grievances or participating in School Board business, as a representative of the bargaining unit, shall be recorded by out and in time-card entries, and initialed by the Union Steward's immediate supervisor. No School Board vehicle shall be used in the aforementioned type activities, and any travel for this purpose shall be at the expense of the employee, the Union Steward, and/or the Union.

D. The Union shall notify the Board, in writing, at least five days in advance of a change in Union Stewards or non-employee Union representatives.

E. One designated union steward at each work location, for the purposes of layoffs, recall, and involuntary transfer, will be placed in a priority status over other unit members.

Section 2. M-DCPS/AFSCME, Local 1184 Labor-Management Committee

A. There shall be a M-DCPS/AFSCME, Local 1184 Labor-Management Committee which shall meet to discuss provisions described in this Agreement and matters of mutual concern, including problems related to employee relations, and may make written reports and recommendations which shall be advisory to the Superintendent. The Labor-Management Committee shall consist of six members designated by the Union and six members designated by M-DCPS. The committee shall meet on a quarterly basis and at other times by mutual consent. These meetings shall be held without loss of pay to those employees designated by the Union for participation.

B. The M-DCPS/AFSCME, Local 1184 Labor-Management Committee is authorized to establish subcommittees in the Departments of Food Service, Transportation, Custodial Services, and General Services, which shall meet at the request of and submit recommendations, in writing, to the Labor-Management Committee.

C. The parties agree that the M-DCPS/AFSCME, Local 1184 Labor-Management Committee shall review and make recommendations regarding a Support Employee of the Year Program (i.e., Transportation, Custodial, Food Service, and General Service). In order to assure an orderly and equitable nomination process of a Support Employee of the Year, a joint subcommittee composed of eight members shall be established. This subcommittee shall function in compliance with all applicable M-DCPS Board Policies but shall not be restricted in establishing guidelines for nomination and selection procedures. This subcommittee shall determine its own meeting times and shall submit a schedule of meetings to the Superintendent and Labor-Management Committee.

D. The parties agree that M-DCPS/AFSCME Local 1184 shall establish a joint labor management training and implementation committee. The members of this committee shall provide monitoring, support and advisement to the Superintendent or his designee and the president of the Union on recommended training initiatives and incentives. This committee shall consist of 10 members; 5 identified by M-DCPS management and 5 identified by the AFSCME Union. The committee shall meet at least once quarterly and submit all recommendations in writing by June 1st of each year for implementation.

E. M-DCPS and AFSCME will establish a joint committee to review and address provisions necessary to implement the salary changes described herein. The joint committee shall consist of three (3) members designated by the Union and three (3) members designated by M-DCPS. These meetings shall be held without loss of pay to those employees designated by the Union for participation. The mutual agreement of the Parties shall be required in order to update or modify contractual language in accordance with this provision.

Section 3. Bulletin Boards and Mail Boxes

A. The Board will furnish AFSCME, Local 1184 with sufficient bulletin board space at each work location where employees of this unit work.

B. It is intended for purposes of interpretation that the bulletin boards shall be provided primarily for employee information and internal communications.

C. In those situations where employees have been assigned mail boxes, the mail boxes assigned to employees of this unit may be used for distribution of AFSCME, Local 1184 literature. The Board agrees not to destroy or discard the Union current literature contained in mail boxes or posted on bulletin boards.

Section 4. Union Activities at Work Location

No employee shall be reproached for wearing pins or other identification of membership in the Union.

Section 5. Parking Privileges

The Board shall issue seven permits to the Union for parking in lots adjacent to or near the School Board Administration Building.

Section 6.

AFSCME, Local 1184 will have the opportunity to make a presentation at group orientation sessions for employees and shall be involved, through the M-DCPS/AFSCME, Local 1184 Labor-Management Committee, in the planning of new employee orientation programs.

Section 7. Union Meetings

A. A Union-designated representative (i.e., a Union Steward, Union Officer, or a non-employee Union representative), upon giving three days' notice to the supervising administrator or principal, will be permitted to schedule a regular Union meeting of bargaining unit employees at the work location at least once each month, provided such meeting does not interfere with the employees' duty time. Monthly meetings scheduled in advance for the entire school year are accepted in lieu of three days' notice.

B. Emergency Union meetings shall be allowed and scheduled at work locations, provided the Union has requested each work location Union unit to conduct such meetings; further provided that the Union or a Union-designated representative (i.e., a Union Steward, Union Officer, or non-employee Union representative) has given 24 hours' notice to the work location supervising administrator or principal; and, further provided that such meeting does not interfere with the employees' duty-time.

Section 8. Temporary Duty - Union Officer

Temporary duty assignment with pay shall be provided for a Union officer, as designated by the Union, who shall be released from his/her duties as a Board employee, provided the Union reimburses the Board for the salary and any and all fringe benefits paid by the Board. Fringe benefits includes, but is not limited to, sick leave, vacation leave, and pension costs. An employee returning from temporary duty under this provision shall be returned to his/her original position, if available, or to an equivalent position at the election of the employee.

For purposes of this section, salary is defined as the amount the employee was earning in the job classification held at the time of designation as a union officer, plus any salary increases for the position. Additionally, the union officer shall be paid the wage rate for the officer as set forth in the Union's annual financial disclosure filed with the State of Florida, Public Employees Relations Commission. The Union shall also provide annually to the School District written confirmation of the amount of additional compensation it pays to the Union officer. The Union shall also reimburse the Board for this additional compensation, plus any and all corresponding fringe benefits and pension costs. This section shall be effective upon ratification.

In addition to these provisions, leave of absence without pay or benefits shall be granted to an AFSCME officer for the purpose of service as an officer of AFSCME International or AFSCME Florida Council 79 upon written application of such AFSCME officer to the Superintendent or designee. Such leave shall continue for as long as the unit member is in service as an officer of AFSCME International or AFSCME Florida Council 79. An employee on such leave shall notify M-DCPS within two (2) weeks after his/her service as an officer of AFSCME International or AFSCME Florida Council 79 ends.

ARTICLE IX -- WORKING CONDITIONS

Section 1. Work Scheduling

A. The standard number of working hours during any standard work week will normally be 40 hours, except as noted in Appendix III.

B. The normal work week shall consist of no more than five consecutive days of work at the regular rate of pay.

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

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

E. Work schedules will not be altered by changing the number of hours per day to avoid the payment of overtime. Work schedules may be altered due to emergency conditions or factors beyond the Board's control.

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

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

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

This schedule change may be implemented by the Board after notification to the Union. Employees affected shall be given not less than two weeks' notice of the change in schedule.

F. Employees shall not be required to report to work prior to the established starting time nor be compelled to work beyond their scheduled workday, unless they are compensated for such additional time.

G. Whenever possible, management will schedule and conduct informational/update workshops for bus drivers and bus aides to coincide with regularly-scheduled teacher planning days. Any such workshop held prior to school opening will coincide with a teacher planning day.

H. Whenever possible, employees affected by a permanent change in their work location, due to workload adjustments, shall be given no less than two weeks' notification of such change.

I. Media services employees (assigned to WLRN) may have their daily work schedules adjusted (i.e., beginning and ending times adjusted, but not overall daily working

hours) in response to the demands of radio and television production and/or broadcast schedules. Employees shall be provided written notification at least three working days prior to any work schedule change.

J. 12-month Recess Days for 2009-2010

For the 2009-2010 fiscal year, 12 month unit employees will not report to work during the five Winter recess days and the five Spring recess days, as set forth in the 2009-2010 Elementary and Secondary Calendar. These 10 recess days will be paid days.

Section 2. Emergency Work

A. When an emergency is declared by the Superintendent and employees are generally excused from work because of the emergency, those employees required to work during the emergency will receive two times their regular rate of pay for such work.

B. When an emergency is declared by the Superintendent of Schools, resulting in a M-DCPS work location being temporarily unavailable for regular work assignments, affected full-time permanent/probationary and part-time permanent/probationary employees shall be offered similar positions with equivalent working hours at other M-DCPS work locations where vacancies exist. Refusal to accept such positions may result in a recommendation for layoff, subject to provisions in Article X, Section 2.

Section 3. Project Employees

New employees hired for the duration of a specific federally or state-funded project or projects shall be subject to a three-month probationary provision and then considered as annual employees for the duration of their employment project. When a project continues into the next fiscal year, the continued employment of project employees is subject to the management decision to reappoint any or all such employees. Continued employment from one fiscal year to the next is not automatic. A management decision not to reappoint shall not be grievable or arbitrable. These employees will be entitled to all rights and benefits provided for full-time probationary/permanent employees in this Agreement, except that termination due to expiration of the employment project shall not be subject to appeal. Every effort will be made to provide permanent employment for these personnel. Personnel terminated due to project expiration will not retain any rights of rehiring and may be rehired as temporary or permanent employees, without regard to length of employment or order of termination.

Section 4. Probationary Employees

A. Newly-Hired Employees

1. Newly-hired employees in the bargaining unit (except temporary, hourly, or substitute employees) shall be considered probationary for the first three calendar months; thereafter, they shall be considered annual employees, subject to annual reappointment. During such probationary period, employees may be terminated without recourse under this Contract.

2. If, at any time during the probationary period, the newly-hired employee's performance is considered unacceptable, the probationary employee shall be terminated.

B. Promoted Employees

1. An employee who is promoted shall be considered probationary for the first three calendar months in the new position. During such probationary period, if such employee's performance is determined by the supervising administrator or principal to be unacceptable, the employee shall be returned to a position substantially equivalent to the one held prior to the promotion, as soon as such a position is available. Such employees may request an informal hearing by, or written explanation from, the Chief Officer, Human Resources (or designee). The employee's request for a hearing must be made no later than 10 working days after official notification, in writing, by the supervising administrator or principal that his/her performance is unacceptable. The hearing shall be conducted within 30 working days of such request. The decision of the chief personnel officer shall be final and shall not be subject to a grievable, litigable, or reviewable process.

2. A promoted probationary employee shall be treated as a permanent employee for purposes of determining applicable contractual rights and benefits.

Section 5. "Acting" Appointments

A. In the event an employee is placed in a position of "acting" for a period of time that exceeds one week, such employee and the Union shall receive notification, in writing, of "acting" status by the supervising administrator, and such notice shall be provided at the beginning of the appointment. Employees shall be compensated in the same manner as a salary increase for promotion to a higher pay grade to which they are acting, and such rate shall begin retroactive to the first day of appointment to the acting position. An employee may be placed in an "acting" position for a period of time which shall not exceed 90 calendar days, except where otherwise agreed to by the parties. Notice of termination of acting status shall be provided to the employee and the Union at the termination of the acting appointment. The employee shall revert to his/her previous rate of compensation upon termination of such "acting" status. Acting appointments made to open, budgeted unencumbered PACs will be limited to 30 working days. Such appointments shall occur only one time for any of these open PACs.

B. However, a custodian who is temporarily assigned the job tasks/responsibilities of a Lead Custodian as stated in the job description, shall be compensated at the rate of a Lead Custodian regardless of certification status for a period of time not to exceed ninety (90) days. Should this assignment need to be extended beyond the ninety days, Lead Custodian certification is required. This temporary assignment and compensation shall be allotted to no more than one custodian at a time at a worksite.

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C. Where the acting appointment is to a position encumbered by an employee on Board-approved leave or other Board-approved absence (including absence due to acceptance of an acting appointment), and the leave of absence is expected to be more

than 10 working days, but less than one year, the duration of the acting appointment shall be until the job incumbent returns from the leave of absence, or until the position becomes unencumbered and a qualified permanent replacement is competitively selected, or until the supervising administrator terminates the acting appointment, whichever occurs first.

Section 6. Temporary Employees

A. An individual hired for a temporary position shall acknowledge, in writing, the understanding that the position is "temporary" and without any expectation of continued employment beyond that approved by the Office of Non-Instructional Staffing.

B. Temporary appointment(s) shall be limited to open, encumbered non-supervisory or non-leadership position(s), for which there is a Personnel Action Code (PAC), occupied by an employee on Board-approved leave or other Board-approved absences and such leave or absence is expected to be one year or less. The duration of the temporary appointment shall be until the job incumbent returns from the leave or absence, or until the position becomes unencumbered and a qualified permanent replacement is hired, or until the administrative supervisor terminates the temporary assignment, whichever occurs first.

C. Continued employment from one fiscal year to the next is not automatic. A management decision to terminate a temporary appointment or non-reappoint a temporary employee shall not be grievable or arbitrable.

D. Temporary employees shall be paid at the entry level pay rate for the job class and shall not be eligible for annual increments.

E. Notice of termination of the temporary appointment shall be provided to the temporary employee no less than five working days in advance of the effective date of termination.

Section 7. Job Requirements

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

All permanent and probationary employees shall be required to wear identification badges which will include the employees' name and a current picture prepared and provided by the Board.

Section 8. Overtime

A. It shall not be the general policy of the Board to have its employees work frequent or consistent overtime; however, when employees are directed to work overtime, in addition to their regular hours, aggregating more than a maximum of 40 hours per week, they shall be compensated as follows.

B. The rate of time and one-half of the normal rate shall be paid for all hours in a pay status per week over the regular weekly task assignment, aggregating more than a maximum of 40 hours per work week. The rate(s) of pay for employees who weekly perform two or more M-DCPS jobs shall be governed by the Fair Labor Standards Act (FLSA) and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.

C. An employee shall not have his/her regular work schedule changed to avoid the payment of overtime.

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

E. Overtime shall not be paid more than once for the same hours worked. Giving consideration to the organizational subdivisions of the Board, assignments, and shifts, the Superintendent shall attempt to distribute overtime among employees as equally as practicable. Overtime worked shall be reflected on the employee's pay stub.

F. By mutual consent of the supervising administrator and the employee, compensatory time, in lieu of overtime pay, may be given and used in lieu of overtime pay. In such cases, one and one-half hours of compensatory time shall be provided the employee for each hour of overtime worked.

1. Compensatory time off must be taken in the same fiscal year in which it is granted. Accrued compensatory time shall not be carried over into the next fiscal year. Payment for such authorized, accrued compensatory time will be made in the last pay period of the fiscal year.

2. The maximum number of hours of compensatory time which an eligible M-DCPS employee may accrue is 30 hours (i.e., 20 hours of employment at time-and-one-half). Upon termination for any reason, upon assignment to a different M-DCPS position, or upon assignment to a position exempt from the FLSA coverage, an eligible employee shall be paid for authorized, accrued, compensatory time, based upon his/her rate of pay in the previous position.

Section 9. Call Back

Employees called from home to work shall be guaranteed at least four hours' pay at the time and one-half rate, provided such work does not immediately precede or extend the employee's regularly-assigned work schedule.

Section 10. Work Beyond the Normal Workday

An employee required to work two hours or more beyond the normal workday shall be allowed

one-half hour for meal time with pay. An employee required to work at least three hours before normal starting time shall be allowed one-half hour meal time with pay, provided he/she completes his/her normal shift. The provisions in Section 1(E) of this Article shall apply.

Section 11. Personal Life

The private and personal life of an employee, except for such incidents and occurrences which could lead to suspension and dismissal as provided by statute, shall not be within the appropriate concern of the Board.

Section 12. Training Programs

All employees may be required to participate in orientation, refresher, and/or leadership training courses provided by the Board.

Section 13. Employee Assistance Program

A. AFSCME, Local 1184 and the Board recognize that a wide range of problems not directly associated with an employee's job function can have an effect on an employee's job performance and/or attendance.

B. AFSCME, Local 1184 and the Board agree that assistance will be provided to all employees through the establishment of an Employee Assistance Program.

C. The Employee Assistance Program is intended to help employees and their families who are suffering from such persistent problems as may tend to jeopardize an employee's health and continued employment. The program goal is to help individuals who develop such problems by providing for consultation, treatment, and rehabilitation to prevent their condition from progressing to a degree which will prevent them from working effectively.

D. Appropriate measures will be taken to ensure the confidentiality of records for any person admitted to the program, according to established personnel guidelines and federal regulations.

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

F. Employee Rights:

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

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

Section 14. Physical and Psychological Examinations and Tests

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

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

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

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

E. The Board agrees to provide a Blood-Borne Pathogens/Hepatitis B Vaccination Program for selected employees which is incorporated by reference in this Contract.

F. Drug-Free Work Place General Policy Statement -- M-DCPS and AFSCME, Local 1184 recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. M-DCPS and AFSCME, Local 1184 share a commitment to solve this problem and to create and maintain a drug-free work place.

M-DCPS is responsible for the instruction and well-being of the students entrusted to its care. A consistent message needs to be communicated to M-DCPS students: the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs is unacceptable.

1. Policy Objectives

   a. To promote a healthy, safe working, and learning environment;

   b. To seek the rehabilitation of employees with a self-admitted or detected substance abuse problem;

   c. To eliminate substance abuse problems in the work place;

   d. To provide a consistent model of substance-free behavior for students;

e. To provide a clear standard of conduct for M-DCPS employees; and,

f. To hire drug-free employees.

2. Policy Statement - Illegal Drugs

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

a. Employees on duty or on School Board property will not manufacture, distribute, dispense, possess, or use illegal drugs, nor will they be under the influence of such drugs.

b. Employees on or off duty will not influence students to use or abuse illegal drugs.

c. An employee convicted of any criminal drug statute violation occurring in the work place shall notify M-DCPS no later than five days after such a conviction.

3. Policy Statement - Alcohol and Prescription Drugs

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

a. Employees on duty or on School Board property will be free of intoxication from alcohol. Employees in safety-sensitive positions, as defined herein, will be free of measurable alcohol concentrations. Further, employees will not manufacture or use alcoholic beverages while on School Board property or on duty.

b. Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician and will not use prescribed drugs for purposes other than what the prescribed drugs were intended. In addition, the employee will not distribute or dispense such drugs, except as provided in School Board Policy 5330, School Health Services Program.

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

In order to establish and support a clear standard of conduct for employees, M-DCPS adheres to the following provisions:

a. Drug screening will be included in all physical examinations; existing employees and contracted persons in covered positions will be screened under the Omnibus Transportation Employee Testing Act (OTETA) of 1991, and as required under existing labor contracts, statutes, State Board Rules, and Miami-Dade County Public Schools Board Policies.

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

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

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

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

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

(5) employee involvement in an accident requiring medical treatment or the vehicle to be towed away from the scene of the accident; and,

(6) any vehicular fatality.

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

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

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

e. M-DCPS recognizes that chemical dependency is an illness that can be successfully treated. It is the policy of M-DCPS, where possible, to seek rehabilitation of employees with a self-admitted or detected drug problem. Disciplinary action may be instituted against employees who the Board believes will not be assisted by rehabilitation or who have negatively impacted students and/or staff. Employees who have previously been referred for assistance or employees unwilling or unable to rehabilitate may be subject to appropriate action, pursuant to School Board policy, applicable Florida Statutes, State Board of Education Rules, Omnibus Transportation Employee Testing Act (OTETA) of 1991, and applicable provisions of collective bargaining agreements.

Section 15. Tobacco-Free Work Place

The parties seek to foster the health and safety of all M-DCPS employees, students, and visitors.

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

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

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

Use of tobacco products will be prohibited on School Board owned/leased properties and vehicles.

All current and potential employees will be informed of the M-DCPS tobacco-free work place policy, as described in the M-DCPS Tobacco-Free Work Place Technical Guide, which is incorporated by reference into the contract and made a part thereof.

Section 16. Safe Driver Plan

The parties seek to foster the safety of all students transported by the Miami-Dade County Public Schools Transportation Department. Accordingly, the Safe Driver Plan, as outlined in the School Bus Driver Handbook and School Board Policy 8600 is hereby incorporated, by reference, into the contract and made a part thereof.

A safe driver plan committee shall be established to review, update, and modify the assessments of points and penalties associated with violations reflected on driver's records. The committee shall make recommendations to the Superintendent of Schools and the President of the Union.

Section 17. Custodial Assessment and Professionalization System (CAPS)

A. The parties recognize that the annual assessment of employee performance is an ongoing professional activity for the purpose of identifying employee strengths and weaknesses. As such, this Section establishes the Custodial Assessment and Professionalization System (CAPS) applicable to the M-DCPS custodial employees represented by AFSCME.

B. CAPS will serve as an aid to improving the performance and developing the potential of custodial employees represented by AFSCME.

C. The CAPS annual assessment period will begin August of each year, or upon employment as a Custodian with M-DCPS, and end in May of the following year. Documents and procedures pertaining to CAPS are hereby incorporated and made a part of this contract.

D. The Union will be provided notification of any non-reappointment, along with a copy of all CAPS and supporting documentation, when the employee is notified of the non-reappointment.

E. CAPS assessment tools will be reviewed annually by both parties.

ARTICLE X -- TRANSFER, LAYOFF, AND RECALL

Section 1. Transfer

A. Transfer, defined, is a change in assigned position involving a change in location (different location code), or a change in job (different job code and job title), or both. Transfer to a position having a higher grade or higher pay rate is considered a promotion and shall be compensated as such.

B. A permanent employee may apply for a transfer by completing and submitting the form designated for that purpose by the Office of Non-Instructional Staffing. The employee must indicate the job(s) desired by job code(s) (at least one and a maximum of five) and specify the location(s) desired by location code(s) (at least one and a maximum of five). If the request is based on hardship (as determined by management), documentation of the hardship must be attached. The employee and his/her supervisor must sign and date the application; the supervisor's signature indicates awareness of the application; it does not indicate approval or disapproval. The employee will provide a copy to the supervisor.

C. A properly completed transfer application submitted by an employee qualified for the job(s) desired will be maintained in active status by the Office of Non-Instructional Staffing for one year from the date of receipt or until the employee changes job code or location, whichever occurs first.

D. The Office of Non-Instructional Staffing will review the transfer application to insure completeness, qualification for the job(s) desired, and, if applicable, the existence of the hardship. The Office of Non-Instructional Staffing will inform the employee if anything additional is needed to complete the application, to attain qualification, or to confirm hardship.

E. When a vacant or projected vacant position is to be filled, the Office of Non-Instructional Staffing will refer all qualified transfer applications for such a position and location to the appropriate work-site supervisor for consideration. Applicants having a confirmed hardship or transfer application on file within the same job code and job title will receive priority consideration based on seniority. The current pay status of the employee will not be a determining factor in accepting or rejecting an applicant. Job vacancies for which unit members of this bargaining unit are eligible to apply will be posted at each work location for a period of one week. Electronic mail may be utilized for this purpose provided that the vacancy is also advertised in the Weekly Reader.

F. A qualified and eligible unit member in a part-time position, for 90 days or more, who applies for a vacancy at his/her work location that would result in full-time employment, shall be given consideration for appointment. In the event the work location supervising administrator determines that the vacancy will be filled by a current part-time employee, with concurrent notification to the Union, he/she is authorized to waive the contractual requirement for advertising the vacancy Districtwide.

G. A transfer will normally be effective on the first day of the second pay period following the hiring decision, and any resulting pay adjustment will normally be effective on the same day; however, if the gaining and losing supervisors agree, another transfer effective date may be set. In that case, any downward pay adjustment will be effective on the normal transfer date or actual transfer date, whichever is later. Any upward adjustment will be effective on the normal transfer date or the actual transfer date, whichever is sooner.

Section 2. Layoff

A. Layoff, defined, is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part.

B. The employer shall determine when a layoff is necessary, which positions will be eliminated, and the number of employees by job code who must be removed.

C. The employer will remove the necessary number of employees from the affected job code, first in reverse order of system-wide seniority within the job code; and second, when employees have the same system-wide seniority, in reverse order of seniority at their current work location. The employee assigned to a position being eliminated will be transferred to the continuing position being vacated by removal of the least senior employee having the same job code.

D. The employee removed from his/her job code by the procedure described in paragraph C. above shall have the right to bump an employee with less system-wide seniority assigned to a lateral or lower grade job within the same job family (as defined in Appendix IV) for which he/she is qualified by experience or training.

E. An employee bumped from his/her position may exercise the procedure described in paragraph D. above to bump an employee with less system-wide seniority assigned to lateral or lower grade jobs within the same job family.

F. An employee who does not have sufficient seniority to retain a job within his/her job family shall, qualifications and experience permitting, be placed in a vacancy in another job family, provided he/she has previously satisfactorily performed such job for M-DCPS. If there is no such vacancy, the employee shall be placed, at the employer's option, in a vacancy in another job family and trained so as to be able to satisfactorily perform the duties.

G. An employee who lacks sufficient job family seniority to retain a job within the job family and who cannot be placed in a job under paragraph F. above will be laid off.

H. The employer shall give an employee who is to be laid off as much advance notice, in writing, as is reasonably possible, but no less than 21 workdays' notice. The Union shall be provided with a copy of such notices at the time such notices are provided to employees of pending layoff.

Section 3. Recall

A. Recall, defined, is the calling back of an employee who was laid off or the restoration to a formerly held grade of an employee who bumped into a lower grade.

B. An individual who bumped into a lower grade job or has been laid off under the provisions of Section 2. above shall be placed on a recall list by the job code held before the bumping or layoff process started and in the order of the effective date of the bumping or layoff. Such an individual will remain on the recall list for 12 months from that effective date, unless removed earlier under the provisions of paragraph C. below. An individual on the recall list is responsible for keeping the Office of Non-Instructional Staffing informed of his/her current telephone number and address.

C. Job vacancies shall first be filled from the appropriate recall list. The Office of Non-Instructional Staffing will attempt to notify the individual to be recalled, first by telephone and then by certified mail (return receipt requested). In the event the individual cannot be contacted, despite reasonable effort, the individual next on the appropriate recall list will be contacted, and so on. Failure to contact an individual does not result in loss of position on the recall list; but failure to accept a position within 72 hours of receipt of such offer shall result in the individual being moved to the bottom of the appropriate recall list. If the individual twice fails to accept positions offered, or fails to report to work within 10 working days of accepting the job, or is found to be no longer qualified for the job, or has moved, leaving no forwarding address, he/she will be removed from the recall list.

D. Any sick leave forfeited at the time of layoff shall be restored at the time of recall.

E. Recall to a formerly held grade of an employee who bumped into a lower grade shall not be considered a promotion.

F. Where an individual cannot accept recall, due to reasonable cause beyond his/her control, the employer and the Union, by mutual consent, may permit the individual to remain on the recall list for a time to be determined by the parties, but not to extend beyond the limits set in paragraph B. above.

ARTICLE XI -- DISCIPLINARY ACTION

Section 1. Due Process

A. Unit members are accountable for their individual levels of productivity, implementing the duties of their positions, and rendering efficient, effective delivery of services and support. Whenever an employee renders deficient performance, violates any rule, regulation, or policy, that employee shall be notified by his/her supervisor, as soon as possible, with the employee being informed of the deficiency or rule, regulation, or policy violated. An informal discussion with the employee shall occur prior to the issuance of any written disciplinary action. Progressive discipline steps should be followed, however in administering discipline, the degree of discipline shall be reasonably related to the seriousness of the offense and the employee's record. Therefore, disciplinary steps may include:

1. Verbal warning;
2. Written warning (acknowledged);
3. Letter of reprimand;
4. Suspension/demotion; and
5. Dismissal.

A Conference-for-the Record shall be held when there is a violation of federal statutes, State Statutes, defiance of the administrator's authority, or a substantiated investigation to determine if formal disciplinary action should be taken (i.e., letter of reprimand, suspension, demotion or dismissal). A Conference-for-the-Record in and of itself shall not be considered disciplinary.

B. The parties agree that discharge is the extreme disciplinary penalty, since the employee's job, seniority, other contractual benefits, and reputation are at stake. In recognition of this principle, it is agreed that disciplinary action(s) taken against AFSCME, Local 1184 bargaining unit members shall be consistent with the concept and practice of progressive or corrective discipline and that in all instances the degree of discipline shall be reasonably related to the seriousness of the offense and the employee's record.

C. The employee shall have the right to Union representation in Conferences-for-the-Record held pursuant to this Article. Such a conference shall include any meeting where disciplinary action will be initiated.

D. The employee shall be given two days' notice and a statement for the reason for any Conference-for-the Record, as defined above, except in cases deemed to be an emergency. A maximum of two Union representatives may be present at a Conference-for-the-Record.

E. The Board agrees to promptly furnish the Union with a copy of any disciplinary action notification (i.e., notice of suspension, dismissal, or other actions appealable under this Section) against an employee in this bargaining unit.

Section 2. Dismissal, Suspension, Reduction-in-Grade

Permanent employees dismissed, suspended, or reduced in grade shall be entitled to appeal such action to an impartial Hearing Officer or through the grievance/arbitration process as set forth in Article VII of the Contract. The employee shall be notified of such action and of his/her right to appeal by certified mail. The employee shall have 20 calendar days in which to notify the School Board Clerk of the employee's intent to appeal such action and to select the method of appeal. If the employee when appealing Board action, does not select the grievance/arbitration process as set forth in Article VII of the Contract the Board shall appoint an impartial Hearing Officer, who shall set the date and place mutually agreeable to the employee and the Board for the hearing of the appeal. The Board shall set a time limit, at which time the Hearing Officer shall present the findings. The findings of the Hearing Officer shall not be binding on the Board, and the Board shall retain final authority on all dismissals, suspensions, and reductions-in-grade. The employee shall not be employed during the time of such dismissal or suspension, even if appealed. If reinstated by Board action, the employee shall receive payment for the days not worked and shall not lose any longevity or be charged with a break in service due to said dismissal, suspension, or reduction-in-grade. Non-reappointments are not subject to the grievance/arbitration procedures.

Section 3. Cause for Suspension

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

Section 4. Types of Separation

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

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

B. Excessive Absenteeism/Abandonment of Position -- An unauthorized absence for three consecutive workdays shall be evidence of abandonment of position. Unauthorized absences totaling 10 or more workdays during the previous 12-month period shall be evidence of excessive absenteeism. Either of the foregoing shall constitute grounds for termination. An employee recommended for termination under these provisions shall have the right to request of the chief personnel officer for Human Resources a review of the facts concerning the unauthorized leave. Such right shall exist for a period of 10 working days after the first day of notification of the unauthorized absence.

C. Disciplinary -- The employee is separated by the employer for disciplinary cause arising from the employee's performance or non-performance of job responsibilities. Such action occurs at any necessary point in time.

D. Non-reappointment -- The employee is separated by management's decision not to offer another annual contract. However, such non-reappointment shall not be in lieu of discipline or lay-off. Employees whose performance has been deemed marginal by the supervising administrator, who have been counseled during the school year concerning performance and have failed to perform acceptably shall not be reappointed.

Such employees and the Union shall be put on written notice of possible non-reappointment. Counseling and written notice of non-reappointment shall be provided in a timely manner. This action shall not be arbitrary or capricious, but based upon reason for the best interest of the employer.

AFSCME, Local 1184 bargaining unit members, except custodians, employed by the School District in excess of five years shall not be subject to non-reappointment. Such employees may only be discharged for just cause. Custodians, subject to the CAPS evaluation system as set forth in Article IX, Section 17, and who have been employed by the District in excess of three years, shall not be subject to non-reappointment.

E. Layoff -- This is the separation of an employee(s) by the employer for lack of work or lack of funds, without fault or delinquency on the employee's part. A lay-off may occur at any time of the work year with 21 days' notice. Nothing in this Contract shall bar the right of management to determine whether or not to reappoint annual employees simultaneous with the lay-off of other employees.

The factors most important in determining what type of separation occurred for a given employee are: which party initiated the action; what time of the work year the action occurred; and the employer's expressed intent.

Section 5. No-Strike Provision

Nothing contained in this Article shall prevent the School Board from disciplining the officers and official representatives of AFSCME, Local 1184, greater than other employees who participate in a strike, if evidence can be provided. In addition, nothing shall preclude the School Board from disciplining employees for engaging in a strike prior to an administrative or court determination. Employees disciplined for allegedly engaging in a strike shall have a hearing before an Administrative Law Judge, pursuant to Article XI, Section 2.

Section 6. Personnel Files

A. Pursuant to Florida Statutes, Chapter 1012.31 Personnel Files -- Public school system employee personnel files shall be maintained according to the following provisions:

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

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

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

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

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

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

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

Section 7. Personnel Investigations

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

B. In the event of allegations and/or complaints being made against any employee, an investigation which may result in information being placed in the employee's personnel file shall not be concluded prior to the time that the employee receives identification of the complainant and the nature of the complaint.

The Personnel Investigative Model (PIM) approved and adopted by the School Board on November 17, 2004, and the PIM User's Guide agreed to by the parties, shall govern the investigative process and are hereby incorporated as part of the Agreement.

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

D. In all Board investigations resulting in discipline, the employee shall be provided with a copy of the report. With the permission of the employee, the Union shall also receive a copy in accordance with PIM. When investigatory reports are to be provided, said reports shall be transmitted within a timeframe consistent and harmonious with basic due process.

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

ARTICLE XII -- COMPLAINTS

Section 1. Harassment

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

B. Employees should not be subjected to harassment, abusive language, upbraiding, insults, or interference by a parent or other persons in the performance of the employee's duties.

Section 2. Processing Complaints

When a complaint about an employee is received and further administrative action is warranted, the following procedures shall be followed:

A. The immediate supervisor should acknowledge and accept the complaint and inform the complainant that the matter will be looked into.

B. The immediate supervisor should confer with the employee, inform the employee of the complaint, receive the employee's explanation and, if necessary, request the complainant to come in for a conference with the employee at a time mutually agreed upon by all parties. Immediate supervisors who are unable to establish proof as to the validity of the complaint shall be prohibited from noting any such complaint in the employee's personnel file.

C. Should the complainant contact a region or district office, and further administrative action is warranted, the employee shall be notified promptly.

D. The use of tape recorders or other mechanical devices is expressly forbidden.

E. Whenever possible, 24 hours' notice of any meeting with the work location supervising administrator to discuss a complaint from a non-supervisory person shall be given to the employees.

F. Disciplinary action initiated or executed against an employee, as a result of conferences referred to in this Article shall be in accordance with Article XI, Sections 1 through 6 of this Contract.

ARTICLE XIII -- LEAVES

Section 1. Voting Leaves

The Board agrees to allow permanent and probationary employees who are registered voters a reasonable amount of time off (not to exceed one hour) with pay to vote in each local and general election. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling such time off.

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

Section 2. Military Leave

Permanent and probationary employees of The School Board of Miami-Dade County, Florida may be granted a military leave of absence provided that:

A. He/she volunteers into the Armed Services.

B. He/she is recalled to active service from a reserve status. The employee who is recalled for annual military responsibility will receive up to 17 calendar days with pay.

C. Full-time employees who are either drafted or are already members of the active or retired reserves of the United States Armed Forces (but not enlistees), who are involuntarily called to active duty, shall have their health, life, and flexible benefits coverage continued by the Board for the period of their approved leave.

Section 3. Parental Leave

A. A permanent or probationary employee who is an expectant mother or who adopts a child shall be granted parental leave at the employee's request.

   If this leave falls within the school year, an approximate time should be given as to when the employee expects to return. The employee's health care provider must approve her return to duty, in writing. The mother of an adopted child may return at her own request. The maximum period for which parental leave may be granted is one year (12 months).

   The employee may request an additional year of leave which will be personal leave; therefore, the total time granted for the same pregnancy or adoption cannot exceed two years.

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

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

D. An employee who is granted a parental leave of absence, pursuant to the above, shall have the following re-employment rights:

1. When an employee notifies the supervising administrator and the Office of Leave, Retirement and Unemployment Compensation of the desire to return to active employment after parental leave, except for employees who return early, said employee shall immediately be assigned to the same position which the employee held at the time the leave commenced.

2. If that position is no longer in existence, said employee will return to a substantially equivalent position.

Section 4. Personal Leave Without Pay

Leave of absence for personal reasons not to exceed 30 days may be granted to permanent employees of the Miami-Dade County Public Schools, if approved by the Superintendent, subject to the following guidelines:

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

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

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

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

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

1. to serve in a U.S. Government agency sponsored volunteer or service program;

2. to fill full-time staff position(s) for AFSCME, Local 1184;

3. to continue no more than one parental leave;*

4. recuperation and regeneration;*

5. temporary relocation of residence outside of South Florida which could result in severe family hardship; and*

6. professional study leave with proof of full time enrollment in an accredited college or university.**

* In numbers 3, 4, and 5 above, eligible unit members may be granted personal leave without pay for each of these reasons only once.

Personal leave for reasons other than those listed above may be approved by the Board upon recommendation of the Superintendent.

** Professional study leave benefits will be made available pursuant to procedures established by the Board.

F. Permanent employees may request personal leave without pay after three years of continuous employment with the Miami-Dade County Public Schools.

Section 5. Personal Leave -- Other Provisions

Any employee on leave may make contributions to any compensation or employee benefit plan that was available to the employee before the leave. The employer agrees to continue to pay its regular contribution to the employee's health and life insurance benefits for personal leave for a maximum of one (1) year.

Section 6. Extended Sick Leave Without Pay

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

A. Employees seeking such leave must make application on the form provided by the Office of Leave, Retirement and Unemployment Compensation.

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

1. identity of person in ill health;

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

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

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

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

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

Section 7. General Provisions

A. Notwithstanding the limitations on the maximum length for each type of extended leave of absence without pay (i.e., extended leave for illness/personal or parental), the

following overall limitations shall apply to any combination of leaves, regardless of category:

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

2. Exceptions to such provision will be made only for extenuating circumstances, as determined by the Office of Leave, Retirement and Unemployment Compensation.

B. Employment rights to the same position shall be protected for one year.

Employees returning from leaves in excess of one year shall be assigned to an equivalent position.

C. Full-time employment while on leave is not permitted, unless specifically requested and approved by the Office of Leave, Retirement and Unemployment Compensation at the time the leave is granted. If approved for full-time employment, an employee shall not receive any fringe benefits provided by the Miami-Dade County Public Schools.

Section 8. Released Time

A. A supervising administrator may release employees for up to two hours without accrued leave being charged against the employee for the purpose of medical and/or dental examinations, and, if deemed necessary, with verification upon return.

B. A supervising administrator may release an employee during the employee's regular workday to attend a scheduled interview for an M-DCPS position. Such requests shall be made in advance of the scheduled interview.

C. A supervising administrator, subject to staffing and operational needs, may release an employee up to three hours per school year to attend scheduled teacher/parents conferences. Such requests should be made in advance of the scheduled conference and verification may be required.

ARTICLE XIV -- ANNUAL LEAVE (VACATION)

Section 1. Accrual--Annual Leave (Vacation)

A. Accrual Rates -- full-time permanent twelve-month employees

1. First three years of employment -- 1-1/4 days per month (15 days maximum per fiscal year).

2. Fourth year of employment and thereafter -- 1-2/3 days per month (20 days maximum per fiscal year).

B. Other Accrual Provisions

1. A year of employment is defined as a year of service with the Miami-Dade County public school system which is creditable for a contract year, which is more than one-half the contractual period.

2. A month, for annual leave purposes, is defined as each two consecutive pay periods, commencing with the first pay period of each fiscal year, which includes the first workday in July of such fiscal year.

3. To receive credit for an accrual month, the employee must have 11 paid work days or more during any month (as defined above).

4. The effective date of accrual rate changes shall be determined, as of July 1, following the fiscal year during which the employee completes the creditable service, as applicable.

5. Responsible supervisors should make every effort to insure that earned annual leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation.

C. If the employee has not used annual leave on a current basis, the employee may accrue a maximum of 62.5 days of annual leave.

1. Regulation Governing Payment of Earned Annual Leave Upon Reassignment.

Twelve Month employees with accrued annual leave who are reassigned to a position which does not accrue annual leave shall select one of the following options:

a. Payment for accrued annual leave days within 60 days of reassignment. Such payment shall be made at the rate at which the employee was paid on the last day as a 12-month employee.

b. Defer payment for annual leave days until the employee resigns, retires or elects to participate in the Deferred Retirement Option Program (DROP). Such payment shall be made at the rate at which the employee was paid on the last day as a 12-month employee.

Section 2. Annual Leave (Vacation) Scheduling

A. Annual leave (vacation) should be used to provide periodic vacation. Employees will be permitted the opportunity of taking a minimum of 10 consecutive days' vacation during a fiscal year, provided that number of annual leave days has been accrued. Annual leave may be used for purposes other than vacation when authorized by the supervising administrator.

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

C. Annual leave for an employee shall be so scheduled that there will be minimum disruption of the operation of the school system. Requests for annual leave shall not be unreasonably denied.

D. School site custodial staff shall not, for arbitrary or capricious reasons, be denied the opportunity to take annual leave during the winter recess.

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

Section 3. Compensatory Time

In the event an employee is required to work on a holiday or the day it is observed, the employee shall be entitled to additional payment at his/her regular hourly rate for hours worked on the holiday or to compensatory time, subject to Article IX, Section 8(F).

Section 4. Eligibility for Pay

An employee who is not returning after the holiday is to be terminated on his/her last workday prior to the holiday and is not eligible for holiday pay.

ARTICLE XV -- SICK LEAVE

Section 1.

The contract provisions governing absences and leaves of personnel are patterned after state laws and regulations. Each full-time permanent employee is entitled to accumulate one day of sick leave per month of employment. Such sick leave is to be accrued in the following manner.

A. Each full-time permanent employee shall be credited with four days of sick leave at the end of the first month of employment of each contract year and shall, thereafter, be credited for one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee; however, each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his/her employment and has not accrued the four sick days available to him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned by the employee. Such sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue.

B. Employees who are employed on a full-time basis during the summer session shall be eligible to accrue sick leave pursuant to the above provisions.

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

Section 2.

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

Section 3. Sick leave shall be approved in the following two categories.

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

MotherHusband	Foster children	
Father	Wife	Stepparents
Sister	Child	Stepchildren
Brother	Foster parent	Grandchild
Mother-in-law	Son-in-law	Uncle
Father-in-law	Daughter-in-law	Aunt
Brother-in-law	Grandmother	Niece
Sister-in-law	Grandfather	Nephew

B. Illness and/or death of:

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

Section 4. Short Term Disability Benefit

Full-time unit employees suffering a disability will be eligible to apply for the Board-approved Core Short Term Disability Benefit. Employees may use accrued sick days during the period of such disability. The Disability Benefits shall not be decreased to coordinate with the use of sick days. Once eligible, said benefit shall continue for the approved period of time.

Section 5. Illness-in-Line-of-Duty Leave

All employees shall be entitled to illness-in-line-of-duty leave when they are absent from their duties because of illness from any contagious or infectious disease contracted in the course of their employment. The following requirements shall be observed:

A. Duration of leave, compensation, and procedures shall be the same as injury-in-line-of-duty.

B. Contagious or infectious disease as heretofore described shall include childhood diseases (measles, chicken pox, diphtheria, and rubella), typhoid, meningitis, tuberculosis, hepatitis, mononucleosis, ringworm, conjunctivitis, and head lice, when substantial proof is provided that such illness resulted from contact with students or other employees.

Section 6. Sick Leave Bank

The parties agree to the following rules and procedures for establishment, staffing, and operation of a SICK LEAVE BANK. Such rules and procedures may be revised by mutual consent of the parties.

RULES AND PROCEDURES FOR THE AFSCME, LOCAL 1184 SICK LEAVE BANK

The American Federation of State, County, and Municipal Employees (AFSCME), Local 1184, agree to staff and operate a Sick Leave Bank Committee for at least the duration of the current contract. It shall be the responsibility of this committee to administer the AFSCME, Local 1184 Sick Leave Bank rules and procedures attached hereto.

The Miami-Dade County Public Schools agrees to:

A. assist the committee in operation of the AFSCME, Local 1184 Sick Leave Bank by providing, upon request, data from participating employees' sick leave records. This data will be used to plan the initial operation of the Bank and as a basis for Sick Leave Bank withdrawals.

B. designate an administrator to meet periodically with the Sick Leave Bank Committee and to act as liaison with the appropriate Miami-Dade County Public Schools office.

The AFSCME, Local 1184 Sick Leave Bank Committee shall:

A. maintain adequate records relative to all functions of the Bank;

B. meet periodically with a designated administrator of the Miami-Dade County Public Schools to review AFSCME, Local 1184 Sick Leave Bank records; and

C. operate the AFSCME, Local 1184 Sick Leave Bank in accordance with the rules and procedures contained herein.

The Miami-Dade County Public Schools shall establish and the Union shall comply with 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.

AFSCME, LOCAL 1184 SICK LEAVE RULES AND PROCEDURES

A. PURPOSE

1. In order to provide employees eligible for sick leave with an emergency pool of sick leave days for illness, accident, or injury of self above and beyond those available under "Sick Leave With Pay" provisions, the Board and Union hereby establish the AFSCME, Local 1184 Sick Leave Bank.

2. The AFSCME, Local 1184 Sick Leave Bank shall function under rules and procedures administered by the Union.

3. Any alleged abuse or misuse of the Sick Leave Bank shall be investigated by either or both parties. If the investigation results in a finding of wrongdoing, the employee, M-DCPS, and the Union shall be notified and the employee shall repay all sick leave days drawn from the pool and shall be subject to such disciplinary action as deemed appropriate by the Board.

B. INITIAL MEMBERSHIP REQUIREMENTS

Only unit members who are full-time permanent employees, who have been employed full-time for at least one year, and who have a sick leave balance of five days or more at the time of enrollment may enroll in the AFSCME, Local 1184 Sick Leave Bank by contributing one day to the Sick Leave Bank.

C. WITHDRAWAL PROCEDURES

Participating members who meet the following criteria may apply for withdrawal of days from the AFSCME, Local 1184 Sick Leave Bank:

1. Exhaustion of all personal sick leave days.

2. All applications are subject to final approval by the AFSCME, Local 1184 Sick Leave Bank Committee.

The maximum number of Sick Leave Bank days that may be approved for any participating member is 30 days per 12-month period.

D. MAINTENANCE OF THE AFSCME, LOCAL 1184 SICK LEAVE BANK

The AFSCME, Local 1184 Sick Leave Bank will be activated when a minimum of 500 days have been deposited. No further contribution shall be required of participating members, unless the AFSCME, Local 1184 Sick Leave Bank is depleted to a point where 250 days remain. In such case, all members of the Sick Leave Bank, except those members receiving extra sick leave for hardship or dire emergency, shall contribute one day each time the bank is depleted.

E. DURATION OF AGREEMENT

The AFSCME, Local 1184 Sick Leave Bank shall be in existence for the duration of the contract and may be renewed in succeeding contracts. In the event a member wishes to terminate AFSCME, Local 1184 Sick Leave Bank membership, all obligations and privileges of membership shall cease 90 days from the date of receipt of written notification by the AFSCME, Local 1184 Sick Leave Bank Committee. The deposit of sick leave days shall remain in the AFSCME, Local 1184 Sick Leave Bank.

F. GRANTING OF SICK LEAVE FROM THE BANK

In the event of non-renewability of the AFSCME, Local 1184 Sick Leave Bank in succeeding contracts, Bank deposits will be returned to contributing members, where appropriate.

Return of days will be accomplished equally to those members who have not utilized AFSCME, Local 1184 Sick Leave Bank withdrawals.

AFSCME, LOCAL 1184 SICK LEAVE BANK PROCEDURES

A. INITIAL ENROLLMENT

1. The enrollee will sign and forward an AFSCME, Local 1184 Sick Leave Bank Program Card, developed jointly by AFSCME, Local 1184 and the M-DCPS Payroll Section, to AFSCME, Local 1184 for necessary processing. This card will be the same size as the present Application for Leave Card and will contain authority for the initial deduction of one day of sick leave upon enrollment in the program. Additionally, the card will authorize AFSCME, Local 1184 to deduct an additional day of sick leave from the employee, if the Sick Leave Bank has been depleted.

2. Upon completion of internal processing by AFSCME, Local 1184, the card and a transmittal listing will be forwarded to the Payroll Section. Cards will be forwarded in work location sequence by employee number. The Payroll Section will deduct one day of sick leave from the employee's leave balance on the Payroll Data Card, date it, and enter the notation "AFSCME, Local 1184" on the card. Deduction cards will be filed with and in the same manner as the Application for Leave Cards. Cards will be filed in the pay period which

encompasses the date that the posting was made to the employee Leave Data Card.

3. For those employees who do not have the required leave balance for the deduction, the authorization card will be returned to AFSCME, Local 1184 with the notation "NO LEAVE BALANCE."

B. SUBSEQUENT DEDUCTIONS AFTER INITIAL ENROLLMENT

1. Subsequent deductions, as described in D. above, shall be accomplished by utilizing the Sick Leave Bank Program Card, which will be checked in the box titled "Subsequent Deduction." This card need not be signed by the employee and immediate supervisor since the initial card authorized subsequent deductions. This card will be signed and dated by an authorized member of the AFSCME, Local 1184 Sick Leave Bank Committee. The cards will then be forwarded to the Payroll Section.

2. Upon receipt of the cards and transmittal listing by the Payroll Section, the individual Payroll Data Cards will be posted and filed, per paragraph A.2. above. The AFSCME, Local 1184 Sick Leave Bank Committee will notify affected employees when subsequent deductions are made from participants. Insufficient leave balance to permit deductions will be returned to the AFSCME, Local 1184 Sick Leave Bank Committee, per paragraph A.2. above. The Sick Leave Bank Committee shall, on an individual basis, notify employees with an insufficient leave balance that they are no longer enrolled in the Sick Leave Bank and advise them of subsequent enrollment procedures.

C. GRANTING OF SICK LEAVE

When employees eligible for sick leave are granted sick leave from the AFSCME, Local 1184 Sick Leave Bank, the AFSCME, Local 1184 Sick Leave Bank Committee will utilize the "Sick Leave Bank Program" card to notify the Payroll Section. The sick leave days granted by the committee shall be posted to the Payroll Data Card and filed, per paragraph A.2. above. The committee will notify members who have been granted sick leave from the Bank.

The committee will notify the M-DCPS Payroll Section which member(s) of the committee is (are) authorized to grant the leave. The leave cards will be forwarded to the Payroll Section with a letter of transmittal.

Section 7. Good Attendance Incentive

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

A. The employee must use no more than a total of three sick/personal leave days during the course of the fiscal year (July 1 - June 30).

B. The employee must have a minimum of 21 accrued sick leave days after cash-in of sick leave days accrued on an annual basis. Compensation for annual accrued sick leave cashed in, pursuant to the above provisions, shall be as follows:

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

2) Payment for this benefit will be made during the month of July. Days for which such payment is received shall be deducted from the employee's accumulated leave balance.

ARTICLE XVI -- HOLIDAYS

Section 1. Legal Holidays

A. The following are paid legal holidays for full-time permanent and full-time probationary employees:

1. Labor Day
2. Veterans' Day
3. Thanksgiving Day
4. Martin L. King's Birthday
5. All Presidents' Day
6. Memorial Day
7. Independence Day (12-month employees)
8. Juneteenth (12-month employees)

B. Part-time permanent and part-time probationary employees shall be eligible for four hours of pay at their regular hourly rate for each of the above legal holidays, provided that such employees have earned hours during the pay period in which the holiday occurred or during either of the two preceding pay periods.

C. If a holiday falls during an employee's regular work week and the employee is required to work on that day, the employee will be paid one and one half times his/her regular rate of pay for all hours worked.

D. Eligibility for Pay – Full-Time Employees:

1. ACTIVE STATUS: An employee must be in pay status (present, sick, personal, vacation, etc.) for at least one (1) day in the ten (10) day period preceding the holiday/recess and for at least one (1) day in the ten (10) day period following the holiday/recess to be eligible for holiday/recess pay.

2. BOARD APPROVED LEAVE STATUS: If the Board-approved leave effective date is prior to the holiday/recess, the employee is not entitled to holiday/recess pay. If the leave effective date is the first day after the holiday/recess, or if the employee is in pay status (present, sick, personal, vacation, etc.) for at least one (1) day in the ten (10) day period following the holiday/recess, then the employee is entitled to holiday/recess pay.

3. TERMINATED EMPLOYEES

    a. Terminations (other than Retirements) – An employee must be in pay status (present, sick, personal, vacation, etc.) for at least one (1) day in the ten (10) day period preceding the holiday/recess and for at least one (1) day in the ten (10) day period following the holiday/recess to be eligible for holiday/recess pay. If the employee is NOT in pay status (present, sick, personal, vacation,

etc.) after the holiday/recess, then he/she must be terminated effective the last work day prior to the holiday/recess, and is not entitled to holiday/recess pay.

b. Retired Status – An employee must be in pay status (present, sick, personal, vacation, etc.) for at least one (1) day in the ten (10) day period preceding the holiday/recess and for at least one (1) day in the ten (10) day period following the holiday/recess to be eligible for holiday/recess pay. The employee retirement date shall not be changed.

Section 2. Board-Approved Holidays

In addition to legal holidays, the following days have been approved as official holidays for all full-time permanent employees:

Friday following the fourth Thursday in November. (Thanksgiving).

Two days in addition to December 25.

In the event December 25 falls on Saturday, the holidays shall be observed on Thursday, Friday, and Monday.

In the event December 25 falls on Sunday, Monday, or Tuesday, holidays shall be observed on Monday, Tuesday, and Wednesday.

Section 3. Recess Days

Effective with the 2009-2010 fiscal year, 12-month unit employees will not report to work during the five winter recess days and the five spring recess days as set forth in the elementary and secondary school calendar.

Section 4. Legal Holidays Falling on Saturday or Sunday

When a legal holiday falls on a Saturday or Sunday, it shall be observed, respectively, on the preceding Friday or the following Monday for permanent or probationary personnel not regularly scheduled to work on the respective Saturday or Sunday. In the event permanent or probationary employees are scheduled to work on such Saturday or Sunday, they shall be granted such holidays on the day on which the holiday occurs.

Section 5. Succession of Holidays

When one or more holidays fall on Saturday or Sunday in a succession of holidays, the holiday occurring on Saturday shall be observed on a preceding workday; a holiday occurring on a Sunday shall be observed on a workday following the respective Sunday.

Section 6. Early Release on Working Day Preceding Holiday

On a working day, which immediately precedes a holiday, supervising administrators shall have the authority to release unit employees (Job Code 7013 -- Work Order Clerk and Job Code 4370 -- Chief Work Order Clerk) 30 minutes early. If the holiday falls on a Monday, supervising administrators may release these employees 30 minutes early on the preceding Friday.

ARTICLE XVII -- JURY DUTY AND SUBPOENA AS A WITNESS

Section 1. Jury Summons

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

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

An employee subpoenaed in line of duty to represent the Board as a witness or defendant shall be given temporary duty with pay and any witness fees shall be retained by the employee.

In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in personal litigation; however, employees who have accrued annual leave (vacation) may be granted annual leave in such cases, with approval of the responsible supervisor.

Section 2. Subpoenas

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

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

ARTICLE XVIII -- OTHER BENEFITS

Section 1. Blood Bank and Donors

Employees wishing to donate blood, without remuneration, shall be granted reasonable leave, without loss of pay, for the purpose of donating blood.

Section 2. Safe Driving Awards

A permanent employee who drives or operates mobile equipment 50 percent or more of the time in performance of duties and any employee who possesses a C.D.L. Class A or B license shall receive awards for safe driving. After the third year, the employee will receive an appropriate award, as recommended by the Labor-Management Committee, for each consecutive year of safe driving completed. Should a driver have a preventable accident, that driver's record for purposes of this provision starts over the first day after the accident.

Section 3. Tools and Uniforms

A. Uniform Allowance

1. Employees, in order to qualify for the annual uniform allowance, shall wear the prescribed uniform while performing their duties during normal working hours and scheduled overtime. Employees are responsible for keeping their uniforms neat and clean. Footwear must conform to common industry safety standards.

2. CUSTODIAL: Light blue shirt/blouse (with collar) and dark blue pants (no denim) or dress.

3. GENERAL SERVICES (where applicable): Light blue shirt/blouse (with collar) and dark blue pants or dress.

4. SUPPORT SERVICES - SECURITY SPECIALISTS: The District will purchase and provide a prescribed uniform for security personnel assigned to the School Board Administration Building and designated technical education centers. This prescribed uniform will consist of a light blue buttoned-down dress shirt with short sleeves, dark blue long pants, and black sneakers. Initial uniform issue will consist of five shirts and four pants.

   The Security Specialist assigned to the unit will be allowed to wear shorts from June 1 through September 1. The uniform shorts must be purchased by the employee at their own expense. These shorts may only be worn when employees are assigned to outdoor locations.

   - Shorts must be navy blue
   - Shorts must be knee length

5. FOOD SERVICE: White pants/pants suit; white shirt/blouse, skirt, or dress; hair net or other white hair covering.

6. BUS DRIVERS/BUS AIDES: White shirt/blouse with collar. Jacket, vest, skirt, and/or full-length pants must be dark blue (no denim or spandex). Bermuda-type shorts or culottes (knee-length) are authorized.

7. DRIVER TRAINERS/COMMERCIAL DRIVER LICENSE TRAINERS: Light blue shirt/blouse with collar. Jacket, vest, skirt, and/or full-length pants must be dark blue (no denim). Bermuda-type shorts or culottes (knee-length) are authorized for the Summer School Session.

8. FIELD OPERATIONS SPECIALIST: Light gray shirt/blouse with collar. Skirt and/or full length pants or shorts must be black (no denim). Brass name tag over left pocket with field specialist's patch over arms.

9. VEHICLE MECHANICS/VEHICLE SERVICE MECHANICS, AUTOMOTIVE PAINT AND BODY WORKERS: Blue button down shirt/blouse with collar, dark blue pants and safety shoes conforming to industry standards.

10. Continued failure to wear a prescribed uniform may result in appropriate disciplinary action, including loss of the uniform allowance.

11. The uniform allowance will be paid to eligible employees on or before May 31 of the work year in the amount of $175. The uniform allowance for security personnel assigned to the School Board Administration Building and the designated technical education centers shall be used for maintenance and upkeep of all assigned tools and uniforms. New employees upon completion of the probationary period will receive an initial uniform allowance of $250 except for those security personnel who are provided a prescribed uniform by the District.

12. Employees required to wear work uniforms, as prescribed herein, will be exempt from such requirements for the following specific dates or events;

    AFSCME, Local 1184 Union Days (6) (Annually)
    ROAD-E-O Days
    School Spirit Days
    National School Breakfast and Lunch Weeks
    Department of Food and Nutrition Special Promotions

    The Union may request additional dates or events for exemption, subject to the approval of the Assistant Superintendent, School Operations. Request for date(s) to be designated as Union day(s) shall be submitted at least two weeks in advance of such date(s).

B. Hand Tool Allowance

An annual hand tool allowance will be paid to those Maintenance and Transportation employees qualifying under the terms stipulated in Appendix V. The annual payment of an allowance for the upkeep and replacement of hand tools will be calculated based upon agreed values increased by the percentage increase in the Hand Tools category

#1042 of the U.S. Department of Labor, Bureau of Labor Statistics, for the month of July of that year.

Section 4. Unemployment Compensation (Refer to Appendix II)

The current Board policy to comply with State Statutes shall continue in force and effect.

Section 5. Insurance (Refer to Appendix II)

Section 6. Retirement

The current Board policy and practice shall continue in force and effect.

Additionally, upon ratification of this Agreement, eligible bargaining unit employees shall be entitled to participate in the Miami-Dade County School Board 403(b)/401(a) Terminal Leave Retirement Plan (TLRP).

Section 7. Mileage

Employees whose duties for the school system require them to travel within the county from their official headquarters to other locations shall be reimbursed for travel in a privately-owned vehicle on the basis of the maximum mileage allowance under Florida law. Mileage allowance shall be computed at the maximum allowable rate per mile for distance actually traveled on official business, as established in Florida Statutes.

Section 8. Vehicle Mechanic Incentive Program

Full-time permanent and full-time probationary vehicle mechanics who receive and maintain Automotive Service Excellence (ASE) certification shall receive a credential payment of $.40 per hour/per certificate, up to a maximum of $6.40 per hour for all 16 ASE tests.

Section 9. Hazardous Duty Pay

Hazardous duty pay for Master Custodians shall be continuous. Hazardous duty pay shall be paid to other employees who, after receiving prior permission from the appropriate bureau/office head or designee, performs specifically assigned tasks that involve:

Working on a hanging or swing stage or fixed scaffolding where a free fall of over 40 feet is possible.

$1.25 per hour

Performing "Operations and Maintenance" (O & M) cleaning that requires the use of protective clothing, devices, and equipment.

$1.25 per hour

Sanding, grinding, and replacing automobile and truck body parts, and applying primer and finish coats of paint to such automotive equipment.

$1.25 per hour

Section 10. Custodial Salary Supplement

Full-time custodians who receive official State Custodian and/or State Master Custodian certification from M-DCPS Adult Education Programs shall be eligible for a salary supplement. Such benefit shall be paid in the following manner: $260 at the completion of each certification, to be paid in a lump sum. Subsequent to the lump sum payment, the hourly wage will be increased by $.26 for each certificate earned and documented, effective the beginning of the pay period subsequent to the receipt of the certification.

Section 11. Florida Prepaid College Program

The School Board of Miami-Dade County, Florida shall provide payroll deduction services to full-time employees for the purpose of purchasing prepaid contracts to guarantee tuition at Florida state universities and community colleges, and dormitory housing at the state universities, pursuant to the Florida Prepaid College Program.

The School Board of Miami-Dade County, Florida shall collect and transmit such monies as are sufficient to provide for the full payment, pursuant to the terms and conditions contained in the authorization contract signed by employees who authorize such check-off from their salaries.

Detailed and specific procedures for implementation of such payroll deductions are hereby incorporated and made part of this Agreement.

Section 12. Education Assistance Fund

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

1. To be eligible for tuition or registration reimbursement, courses must be a part of a formal program leading to a certificate, diploma, Associate or Bachelor's degree and must strengthen job skills and improve effectiveness.

2. Approval by the responsible Bureau head or designee shall not be withheld arbitrarily. However, employees are encouraged to seek approval prior to enrollment in courses.

3. Employees seeking a certificate, diploma or an Associate's or Bachelor's degree shall be eligible for up to 12 credits per fiscal year. Reimbursement shall not exceed $100 per semester hour or the equivalent.

4. To obtain tuition reimbursement, the employee shall submit to the Administrative Director, Compensation Administration, or designee:

    (a) the official transcript (with raised seal) indicating successful completion of the course(s) and the credits earned; and,

    (b) verification from the accredited school, college or university of the tuition paid.

5. Request for tuition reimbursement must be submitted no later than six months after the term/semester during which the course was completed.

6. The total reimbursement program for the bargaining unit shall not exceed $15,000 per fiscal year and will be awarded to employees on a first-come, first-serve basis.

Section 13. Assignment of Students

All permanent full-time and permanent part-time employees who wish to enroll their children at a school site closest to the employee's permanent assigned work location shall not be prohibited from doing so, as long as the requested student transfer does not exceed the caps, as established by Board Policy 5131 -- Student Transfers, except as deemed appropriate by the Division of Attendance Services. No student transfer shall be authorized under any circumstances that will have a negative impact on student racial ratios or which will exceed 115 percent of permanent program capacity when an administrative transfer is sought.

Section 14. Personal Property Loss Fund

The Board agrees to maintain a Personal Property Loss Fund of $10,000. Guidelines for utilization of the fund shall be in compliance with Board Policies governing such expenditure of funds. Loss or damage to personal property (exclusive of personal vehicle, cash, and tools) during the regular working day is to be covered. The parties further agree to establish, jointly, guidelines for the administration of the Personal Property Loss Fund.

ARTICLE XIX -- EMPLOYEE PROTECTION IN WORK ASSIGNMENTS

Section 1. Hazardous/Unsafe Conditions

Employees shall not be required to work under unsafe or hazardous conditions nor to perform tasks which endanger their health, safety, or well-being. Employees are to be provided a safe work place and are to be furnished with safety devices, protective clothing, and such safeguards as are necessary to reduce or eliminate accidents and injuries. Managers/supervisors are to do everything reasonably necessary to protect the life, health, and safety of each employee and the public.

Section 2. Safety Devices and Equipment

Employees will follow safe practices and operating methods on all jobs assigned. Employees shall be required to wear the safety devices, protective clothing, or equipment designated by management for employee protection. Safety devices and equipment, when required, will be provided by the Board. Refusal or failure of an employee to use or wear such devices or equipment, or failure to follow safe practice and operating methods, shall be grounds for appropriate disciplinary action.

Section 3. Accident or Injury

In the event an employee is involved with an accident or injury, an accident report will be completed and distributed, as prescribed by Administrative Directives.

ARTICLE XX -- ESTABLISHED PRACTICES

Section 1. Break Time

For daily work assignments of six or more hours, permanent and probationary employees (except bus drivers and bus aides) shall be entitled to one 15-minute break for each half of the work assignment. For work assignments of less than six hours, such employees shall be entitled to one 15-minute break.

Employees who spend a majority of the workday working with a Video Display Terminal (VDT) shall be permitted to perform other job-related duties (i.e., work not involving use of a VDT) 10 continuous minutes out of each hour. Such time shall not be cumulative and shall be in addition to break time established above.

Section 2. Clean-up Time

Permanent and probationary employees (except bus aides) will have 10 minutes prior to the close of each work shift for the purpose of clean-up and/or returning tools and equipment.

Section 3. Split Shifts

There shall be no split work shifts.

Section 4. Shift Differential

A shift differential shall be paid to those full-time permanent and full-time probationary employees working the afternoon/evening (second) shift and the night (third) shift.

A. Second Shift - Full-time permanent and full-time probationary employees, including head custodians, will be eligible for the second shift premium when the start of the shift is 12:30 p.m. or later, but prior to 6:00 p.m. The shift premium will be $.50 per hour, effective July 1, 2020.

B. Third Shift - Full-time permanent and full-time probationary employees, including head custodians, will be eligible for the third shift premium when the start of the shift is 6:00 p.m. or later, or three hours before the beginning of the normally scheduled first day shift. The shift premium will be $.55 per hour, effective July 1, 2020.

Section 5. Shift Assignment

A. Permanent full-time school-site custodians shall be given a 20-workday notice of a change in shift assignment. Where the change in shift assignment constitutes a hardship, the employee may request a transfer, pursuant to the provisions of Article X, Section 1(E). Shift changes shall not be made in an arbitrary or capricious manner.

B. Permanent, full-time school-site custodians shall be given priority consideration for a shift change to fill a vacancy at the same work location.

C. Appeals of Hardship Assignments may be addressed through the administrative directive issued by the Associate Superintendent of School Operations.

Section 6. Food Service Personnel

All food service personnel are to receive meals without payment.

Section 7. Advancement in Pay Grades. (Refer to Appendix III)

ARTICLE XXI -- PAYROLL DEDUCTIONS FOR AFSCME, LOCAL 1184 DUES

A. On or before July 1 of each year, AFSCME, Local 1184 shall notify the Chief Financial Officer, Financial Affairs regarding:

1. the amount of each Union dues deduction to be made; and,

2. the number of deductions required during that contract year.

B. The Chief Financial Officer, Financial Affairs shall request from AFSCME, Local 1184 the information required on the deduction card as follows:

1. Work location;
2. Employee number;
3. Payroll code;
4. Name of employee;
5. Name of organization;
6. Amount of dues or authorization to deduct whatever dues are assessed; and
7. A statement that the School Board shall be absolved of any and all liability resulting from the collection of authorized dues.

C. AFSCME, Local 1184 shall be required to submit completed and correct payroll deduction authorization cards, including the manual signature of the employee, to the Payroll Section at least three weeks before the initial deduction is to be made.

D. The authorization cards shall be retained on file in the Payroll Section as long as AFSCME, Local 1184 is the certified bargaining agent of the unit.

E. The School Board agrees to deduct the regular Union dues of each employee who is a Union member from his/her pay and to remit such deductions to the Union within 10 days of the date of the deduction.

F. Any employee in the unit desiring to change or revoke his dues deduction authorization must submit a request for such change or revocation to AFSCME, Local 1184 at least 30 days prior to the effective date of such change. At no time shall AFSCME, Local 1184 present to the Payroll Section a requested change which cannot be implemented.

G. AFSCME, Local 1184 shall be responsible for the collection of any arrears due it.

H. AFSCME, Local 1184 will notify the Chief Financial Officer, Financial Affairs, in writing, 30 days prior to any change in regular dues deduction.

I. The School Board shall be absolved of any and all liability resulting from the collection of authorized Union dues.

J. Deductions for Economic Services

1. The Union reserves the right to endorse up to four voluntary insurance or other products to be offered to union members including but not limited to dental, vision, tax sheltered annuities, or any other group product, or any other economic service, excluding health insurance of any kind.

2. Payroll deduction slots may be used for other economic services, as well as tax deferred annuities, Union benefits programs, etc., and such slots shall be established with mutually agreed to procedures and guidelines as approved by the District. Payroll deduction slots for economic services other than voluntary insurance products may be renegotiated at the request of either party after a period of two years from ratification of the agreement.

3. In order to qualify for AFSCME endorsement, insurance carrier(s) and entities or businesses providing such benefit(s) must agree to indemnify, save harmless and defend The School Board of Miami-Dade County, Florida, its employees and agents, from and against any and all claim, liability, losses, causes of action, costs or expense of whatever kind or nature (including, but not by way of limitation, attorney fees) which may arise out of the activities of the insurance carrier or carriers, and any business or entity providing economic services, their agents or employees.

ARTICLE XXII -- COMPLETE AGREEMENT AND WAIVER OF BARGAINING

It is agreed and understood that this Agreement constitutes the complete understanding between the parties and concludes all collective bargaining during its term, except as otherwise specifically provided in the article entitled Term of Agreement and Reopening. The Union specifically waives the right to bargain during the term of this Agreement with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter not specifically referred to or covered, even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated.

ARTICLE XXIII -- ASSIGNABILITY OF CONTRACT

The provisions of this Agreement shall be binding upon the parties hereto and upon their successors and assigns for the full term of this Agreement. The parties agree that the terms and obligations herein contained shall not be affected, modified, altered, or changed in any respect by the transfer or assignment by the Board or any or all of its property, control, ownership, or management, or by any change in the legal status of the Board or any part thereof.

ARTICLE XXIV -- MISCELLANEOUS

A. Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid, or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

B. Any delays in the signing of this Agreement after ratification by the Board and the Union membership shall not defer the implementation date as it affects the distribution of the benefits and provisions provided by this Agreement.

B. In the event of a conflict between these provisions and the applicable law, as finally interpreted by the proper courts of competent jurisdiction or administrative bodies, the law will prevail.

ARTICLE XXV -- TERMS OF AGREEMENT

A. It is agreed and understood that this Contract and each of its provisions shall be effective and constitute a legally-binding contract upon approval by the Miami-Dade County School Board and ratification by members of the bargaining unit represented by the American Federation of State, County, and Municipal Employees, Local 1184, pursuant to Florida Statutes, Chapter 447.309.

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

C. The terms of this Contract are as follows:

1. The wage agreement provides a salary increase effective July 1, 2025.

2. The terms and conditions of employment will be effective from July 1, 2025 and shall continue until midnight June 30, 2027. By service of written notice of the other party, prior to April 1, 2026 the wage, health insurance provisions, and two articles/appendices may be reopened for each subsequent fiscal/calendar year.

D. If the Florida Legislature fails to allocate adequate funds to implement the fiscal agreements in this Contract, the School Board and/or the Union may reopen negotiations on such issues.

E. Agreements reached on wages, hours, and terms and conditions of employment, subsequent to the approval and ratification of this Contract, shall be incorporated and added to this Contract as an Addendum.

F. During negotiations, unit employees will continue to be governed by the current economic agreement. These provisions will govern until negotiations for the revised economic package have been concluded and agreement is reached or impasse procedures have been exhausted. These provisions are not subject to the grievance/arbitration procedure or to litigation in any court or tribunal.

G. Employee wages will be frozen at the previous year's rate until completion of negotiations.

ARTICLE XXV (Cont.)

This Contract shall continue in full force and effect until midnight, June 30, 2027.

DATED at Miami, Florida, this 6th day of November 2025.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Ms. Maria Teresa Rojas — Date 1/5/26
Chair

Ms. Monica Colucci — Date 1/7/26
Vice Chair

Dr. Jose L. Dotres — Date 1/5/26
Superintendent of Schools

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Mr. Walter J. Harvey — Date 12/12/25
General Counsel

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 1184

Mr. James Spears Jr. — Date 12/10/25
Administrator, AFSCME Local 1184

APPENDIX I -- AFSCME, LOCAL 1184 JOB LISTING

Listed below are the job titles for those employees of the Miami-Dade County School Board in the AFSCME, Local 1184, bargaining unit:

Assistant Driver Trainer
Assistant Food Concession Manager
Assistant Food Service Manager
Assistive Technology Specialist
Audiovisual Operator-Clerk
Audiovisual Specialist
Audiovisual Technician-Planetarium
Automotive Paint Body Repair/Quality Control Specialist
Automotive Paint/Body Worker
Baker I
Baker II
Bus Aide
Cafeteria Substitute (Minimum Salary Only)
Capital Improvement Technician
Chief Work Order Clerk
Circulation Specialist
Commercial Drivers License Trainer
Concession Worker - SBAB
Cook I
Cook II
Courier - SBAB
Creative Director
Custodian
Custodian - Hourly (Minimum Salary Only)
Customer Service Specialist
Driver Trainer
Environmental/Hazardous Material Inspector
Environmental Technician/Inspector
Equipment Mechanic II
Facilities Location Specialist
Fence Installer
Fertilizer Equipment Operator/Spreader
Field Operations Specialist
Film Technician-AV
Fire Equipment Mechanic/Inspector
Food Concession Manager
Food Service - Employee Development Specialist
Food Service - Equipment Manager
Food Service - Manager I
Food Service - Manager II
Food Service - Manager III
Food Service - Manager Testing & Quality Control
Food Service - On-Site Support (Temporary)
Food Service - Property Control Technician
Food Service - Quality Assurance Manager

APPENDIX I (Cont.)

Food Service - Quality Control Manager
Food Service - Resource Specialist I
Food Service - Resource Specialist II
Food Service - Worker I
Food Service - Worker II
Foreperson - Automotive Maintenance Repair
Foreperson - Emergency Generator and Vehicle Repair
Foreperson - Equipment Repair
Foreperson - Fire Prevention
Foreperson - Grounds
Foreperson - Mail Service
Foreperson - Material Handling
Foreperson - Satellite Stockroom
Foreperson - Transport and Equipment Services
Foreperson - Upholstery, Drapery, and Shades
Foreperson - Vehicle Service and Repair
Foreperson - Window Repairer
Foreperson - Work Order Clerk
Graphic Arts Specialist
Graphics Art Director/Webmaster - WLRN
Groundskeeper
Grounds Leadperson
Grounds Technician Inspector
Head Custodian
Heavy Equipment Operator I
Heavy Equipment Operator II
Heavy Equipment Operator III
Instructional Technology Specialist
Laboratory Technician/Inspector
Lead Custodian
Lead Equipment Mechanic
Lead Mail Clerk
Leadperson – Paint and Body
Leadperson - Vehicle Repair
Lead Radio/TV Maintenance Engineer
Lunchroom Aide
Lunchroom Aide - Substitute (Minimum Salary Only)
Mail Clerk
Mail Courier
Maintenance Tree Worker
Maintenance Worker I
Maintenance Worker II
Mapping Specialist
Master Custodian
Material Acquisition and Transport Spec. I
Material Acquisition and Transport Spec. II
Material Distribution Specialist
Material Handler I
Material Handler II

APPENDIX I (Cont.)

Material Handler III
Materials Management Specialist
Media Writer Admin. Operations
Mobile Science Laboratory Driver
Motor Equipment Operator I
Motor Equipment Operator II
Paint Technician/Inspector
Parent Aide
Parent Aide – Hourly
Part-Time Cook
Part-Time Food Service Worker
Parts Inventory Specialist
Plant Foreperson
Plant Security Foreperson
Playground Equipment Installer/Mechanic
Pool/Waterfront Service Technician
Production Equipment Supervisor
Program Host/Producer
Promotions Producer
Property Asset Specialist
Property Control Clerk I
Radiator Repair Mechanic
Radio Reading Service Specialist
Radio Routing Dispatcher
Radio/TV Announcer-Operator
Radio/TV Assistant Producer-Writer
Radio/TV Associate Producer-Writer
Radio/TV Associate Programmer I
Radio/TV Associate Programmer II
Radio/TV Maintenance Engineer I
Radio/TV Maintenance Engineer II
Radio/TV Producer
Radio/TV Production Assistant
Radio/TV Program Scheduler
Radio/TV Scheduling Clerk
Route Management Specialist
Routing Dispatcher
Safety Technician
Satellite Assistant
SBAB Food Service Specialist I
SBAB Food Service Specialist II
SBAB Security Specialist
School Bus Driver
School Bus Driver Trainee
School Bus Route Manager
School Transport Driver
Security Leadperson
Security Manager
Security Specialist

APPENDIX I (Cont.)

Senior Capital Improvement Technician
Senior Fire Equipment Mechanic/Inspector
Senior Foreperson - Mail Service
Senior Foreperson - Material Handling
Senior Mail Clerk
Senior Parts Inventory Specialist
Senior Program Host/Producer
Senior Radio Systems Operations Specialist
Senior Radio/TV Maintenance Engineer
Senior Television Director
Senior Television Production Technician
Small Engine Mechanic
Software Systems Specialist
Space Heater Mechanic
Sprinkler Mechanic
Stadium Specialist
Standby Bus Aide
Standby Bus Driver
Stores System Clerk
Substitute Bus Driver (Minimum Salary Only)
Television Broadcast Engineer I
Television Broadcast Engineer II
Television Director
Television Graphics Illustrator
Television Master Control Operator I
Television Master Control Operator II
Television Master Control Supervisor
Television Operations Chief
Television Operations Technician
Television Production Crew Chief
Television Production Editor
Television Production Technician
Television Programming/Scheduling Specialist
Television Systems Technician
Tire Repair Mechanic
Tractor Mower Operator I
Tractor Mower Operator II
Tractor-Trailer Operator
Transportation Center Worker
Transportation Operations Helper
Transportation Training Manager
TV Field Technician I
TV Field Technician II
TV Traffic Coordinator I
TV Traffic Coordinator II
Upholstery, Drapery, and Shade Installer
Upholstery, Drapery, and Shade Worker
Vehicle Mechanic
Vehicle Service Attendant

APPENDIX I (Cont.)

Vehicle Service Mechanic
Window Repairer
Work Order Clerk

APPENDIX II -- COMPENSATORY BENEFITS

The School Board shall provide the following additional compensation benefits, as described in this Appendix:

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Section 1. Liability Insurance

Subject to the availability of liability policies to the Board, all employees of M-DCPS are covered by professional liability insurance, and the carrier undertakes the defense of the employee sued as a result of acts occurring in the scope of his/her employment or function, unless such employee acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, according to the terms of the policy.

If the Board Attorney is to represent the employee in a case in which the insurance coverage does not apply, the Superintendent may make that recommendation to the Board. When time does not permit prior recommendation to the Board, the Superintendent shall authorize the Board Attorney to represent the employee and report his/her action at the next regular meeting of the Board.

Section 2. Insurance and Other Benefits

A. Health Insurance and Flexible Benefits Coverage

1. Health Insurance benefits will be provided to all eligible full-time employees. The School Board will negotiate annually with AFSCME to determine plan design and employer contribution levels.

2. Coverage for healthcare, life insurance, and short-term disability benefits for full-time employees begins the ninety-first day of employment. Employee-paid benefits begins the first of the month following the first payroll deduction. Coverage for all such employees and covered dependents will expire on the last day of the last month of employment. Ten month employees who terminate or retire on the last day of school in June (and their covered dependents) will be carried forward until August 31 of the same year. Coverage for dependents must be continued until the end of the calendar year, unless a family status change occurs, pursuant to Internal Revenue Service rules.

The specific terms of the annual health insurance plan are outlined in the Memorandum of Understanding (MOU) executed by the parties and made a part of this collective bargaining agreement and is subject to the grievance/arbitration procedures as defined in Article VII of this collective bargaining agreement. The annual health insurance plan is subject to change in future calendar years, after the parties engage in negotiations pursuant to Chapter 447, Florida Statutes and Appendix II of this collective bargaining agreement.

The School Board will make available on a voluntary basis a selection of flexible benefits for the applicable calendar year with the exception of the Personal Accident Insurance (Accidental Death and Dismemberment).

3. Eligible retirees may select any health plan offered to active full-time employees at rates no greater than those charged to active employees. Premiums for retirees and their dependents are paid by the retiree. Claims experience for retirees will be commingled with active employee and dependent claims for purposes of rate-setting.

B. Health Insurance for Part-Time Food Service Employees

Effective January 1, 2003, part-time food service employees who have completed five or more years of M-DCPS service and are currently employed, and scheduled to work 15 or more hours per week, will become eligible for Board-paid health insurance (employee only) in the lowest cost plan offered or may decline (opt out) healthcare coverage and choose one of the Employer-Paid Flex Plan Options. In addition, these part time employees will have the ability to purchase health insurance for their eligible dependents entirely at their own expense.

Eligibility will be determined monthly after the last payroll in each month and will be based upon attaining 3,300 or more hours and five or more years of service in an applicable part-time food service job code. Criteria for the 5 years will consist of the eligible employees having received 110 regular paychecks (22 paychecks per year x 5 years). Coverage for eligible unit members shall begin on the first of the month following determination of eligibility. After initial eligibility, the employees must be regularly scheduled to work 15 hours or more per week to continue annual coverage. Coverage for part-time employees will expire on the last day of the month of employment. If the employee does not work for 30 consecutive calendar days, the Board-paid coverage will be terminated at the end of the same month the employee was last paid. Ten-month employees who terminate or retire on the last day of the regular school year will be carried forward until the end of the month prior to the first day of the next regular school year.

Eligible employees on a Board approved leave of absence will receive Board-paid healthcare coverage following the same guidelines as for active AFSCME employees with respect to medical coverage only.

COBRA benefits, rights and responsibilities will be afforded to all eligible employees pursuant to federal law.

C. Benefits Advisory Committee – A Benefits Advisory Committee of AFSCME Bargaining

Unit shall be formed for the purpose of reviewing plan performance and advising the District on desired changes in insurance benefits. This committee will make its recommendations to the Superintendent of Schools and the President of the American Federation of State County and Municipal Employees (AFSCME).

1. The advisory committee shall consist of three AFSCME appointed members by the Union, to include the president and three members from M-DCPS.

2. The advisory committee shall meet quarterly or on an as needed basis.

3. The advisory committee shall be provided access to all relevant and available information as allowed by HIPAA. This information may include financial, actuarial, and consultant reports, request for proposals (RFPs) conducted, aggregated data concerning wellness initiatives, and pertinent utilization data. Cost data associated with claims or utilization activity, admission rates, and emergency room visitation shall also be included. Available information related to pharmacy discounts paid to the District on a monthly basis shall be made available to the committee.

4. The advisory committee may request outside auditors, actuaries and consultants to make presentations and provide data to the committee at no additional cost to the District.

5. The advisory committee will work collaboratively to identify at least 10 health and wellness workshops to be provided during the 2010 calendar year (asthma, fitness, weight reduction, oral health, healthy eating, heart health, cancer prevention, etc.). The employees who participate in these workshops shall do so during their non-duty hours or with supervisory approval.

Section 3. Life Insurance

A. Eligible full-time employees will receive term life insurance equal to one time the employee's annual base salary or $10,000, whichever is greater, effective January 1 each year, for the term of this Contract. Such coverage is paid by the School Board.

B. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five times annual base salary. Proof of insurability to the satisfaction of the insurance company may be required for the optional coverage.

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

D. The Board agrees to provide a $10,000 term life insurance plan for part-time

permanent employees (i.e., those part-time permanent employees employed) by the School District for at least one year, as of October 1 of each year), effective January 1 of each year.

E. The Board agrees to request alternative proposals for permanent part-time employees from interested insurance companies, health maintenance organizations, and other provider groups when it next places the Board's health insurance programs out for requests for proposals. Responses received will be analyzed by the Board's consultants and the resulting analyses will be used by the Board for further discussions with the Union.

Section 4. Hospital Indemnity Plan

Part-time permanent employees (i.e., those part-time permanent employees employed by the School District for at least one year as of October first of each year) are covered by a hospital indemnity confinement insurance policy providing payments of $350 per day for a maximum of 31 days per confinement. All permanent part-time food service workers qualifying for coverage under Section 2(B) above will not be eligible for coverage under this section. All in-patient hospitalization of a non-emergency nature (as determined by the insurance carrier) must be pre-certified through the carrier's pre-admission certification process. Failure to pre-certify or non-approval as a medically necessary hospitalization will result in no benefits payable to the employee.

Section 5. Workers' Compensation Benefits

Compensation for leave time granted for illness or injury-in-line-of-duty will be calculated, as defined in Appendix II, Section 10.

Section 6. Temporary Duty

Any employee may be assigned to be temporarily absent from his/her regular duties and place of employment for the purpose of performing other M-DCPS services, including participation in school surveys, training meetings, study courses, workshops, etc. Such temporary assignment will be initiated by the supervising administrator. Employees will receive their regular pay and may be allowed expenses, as provided by law and rules of the School Board. Such temporary duty shall be considered equal to the regular duties of the individual, and employees performing such assigned temporary duties shall not be considered to be on leave.

When an employee is on assignment away from his/her school or regular place of employment, and that assignment requires (a) the employment of a substitute, (b) payment of travel expenses, or (c) out-of-county attendance, the employee must complete a request for Temporary Duty Form obtained from Human Resources. The request must be signed and approved by the supervising administrator and forwarded to Human Resources for final approval.

Section 7. Social Security

Employees or their families with adequate quarters of coverage with the Social Security

Administration are eligible to receive benefits in accordance with federal laws because of retirement, disability, or death.

Social Security is financed through payroll taxes. The School Board matches payroll taxes deducted from employees' salaries for Social Security to assist in financing this program.

Section 8. Retirement Plan

Membership in a state-administered retirement system for unit members of M-DCPS, as pertinent, is governed as follows:

A. The Florida Retirement System -- Chapter 121, Florida Statutes, and Rules and Regulations, Florida Retirement System, as amended.

B. State and County Officers and Employees Retirement System -- Chapter 122, Florida Statutes, as amended.

Section 9. Early Retirement Plan

The School Board of Miami-Dade County, Florida has implemented a Supplemental Early Retirement Plan (SERP) with an effective date of July 1, 1984, and the Board now desires to amend that plan as follows:

A. No employee will vest for participation in the SERP after July 1, 2000. Based on the provisions of the plan, it will remain in existence, and its provisions shall remain in full force for currently retired participants.

B. The Board agrees to pay the full cost of annuities for all participants who have retired under the SERP as of July 1, 2003, to the full extent permitted by Section 231.495, Florida Statutes, to wit, the total difference in retirement income between the retirement benefit based on average monthly compensation and creditable service as of the member's early retirement date and the early retirement benefit.

C. After all funds have been disbursed as set forth in paragraph 3 above, the Plan and the Trust shall terminate pursuant to the provisions of the SERP, Article VIII.

Section 10. Workers Compensation

Leave for Illness or Injury-In-Line-of-Duty

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

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

1. Duration of Leave

a. Leave may be authorized for a total of not more than 10 school days

during any school year for illness contracted or injury incurred in-line-of-duty.

b. Additional leave not to exceed 30 days may be granted automatically upon receipt of verification by a physician approved by the Chief Officer, Human Resources or designated representative stating that the employee is unable to return to duty. The term of additional leave granted under this Section shall not extend beyond the date the physician states that the employee may return to duty.

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

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

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

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

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

keep himself/herself in full salary beyond six months from the date of the accident, these days will not be restored (Board Policy 1430.01).

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

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

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

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

c. Upon receipt of proper medical reports, all authorized medical expenses associated with workers' compensation care will be paid in full.

Section 11. Credit Union

Permanent employees have an opportunity to become members of the Dade County School Employees Federal Credit Union. The purpose of the Credit Union is to encourage regular savings and make loans available to members at low interest rates with payments arranged according to their income and ability to repay.

There are six locations to serve personnel; the main office is located at 7800 S.W. 117 Avenue, Miami (Telephone Number: (305) 270-5250).

Section 12. Tax Sheltered Investment Program

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

There are generally two types of plans available -- annuities and qualified mutual funds available through insurance companies and broker/dealer companies, respectively. A list of these companies is published bi-monthly. The Office of Risk and Benefits Management will

also provide a list of these authorized companies, as well as a brochure describing this program in greater detail, upon request.

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

Section 13. Terminal Pay

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

1. During the first three years of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;

2. During the next three years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;

3. During the next three years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;

4. During and after the 10th year of service, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;

5. During and after the 13th year of service and until when first eligible for normal retirement, the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave. Thereafter, the daily rate will remain frozen at the rate when first eligible for normal retirement. In no case, however, shall an employee whose daily rate has been frozen pursuant to this provision receive less than the amount determined as in D. below.

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

C. Payment for the resignation and retirement benefit will be made in the fiscal year subsequent to the one in which the employee resigns or retires.

D. Resignation or retirement, as referred to herein, shall mean termination of employment by action of the employee; such termination excludes resignation or retirement after a recommendation for dismissal or resignation or retirement after participation in a work stoppage, job action, or strike, in the absence of specific approval by the Board.

E. The daily rate shall be computed by dividing the number of "working days" that year into the annual salary. "Normal retirement," as referred to herein, shall mean retirement under any retirement system established by the Legislature with either full or reduced benefits as provided by law. "Normal retirement" shall not be interpreted to include disability retirement. "Years of service" shall mean creditable years of service under any retirement system of the state of Florida.

Section 14. Salary Adjustments

A. If an error is discovered in an employee's salary, which results in a positive retroactive adjustment to the employee, this error should be corrected back to July 1 of the fiscal year in which the error was attributable, but not to exceed two (2) fiscal years.

B. If an error is discovered in an employee's salary, which results in an overpayment, this adjustment should be corrected for the period of time not to exceed two (2) years from the time the overpayment was discovered. Overpayment collections shall be made in the dollar amount and at the same rate as the overpayment was made; however, any employee encountering a problem in affecting a repayment, due to any reasonable and legitimate cause, will be given full consideration for an adjustment in the rate and amount of repayment.

APPENDIX III -- CLASSIFICATION PLAN AND POLICIES

A. COVERAGE

All AFSCME, Local 1184 bargaining unit positions shall be classified and paid according to the Non-Instructional Classification Plan, Policies, and Pay Schedules.

B. HIRING RATES

NORMAL HIRING RATES: The minimum salary of each pay grade shall be considered the normal hiring rate for new employees. Under special circumstances, and with the approval of Compensation Administration, an employee may be hired or rehired at a salary higher than the minimum salary of the pay grade for the position being filled, but no higher than 5% above the minimum.

REPLACEMENT HIRES: All replacement hires normally will be made at the same pay grade level as the employee being replaced, provided job demands, responsibilities, and work content remain essentially unchanged. Where the responsibility or work content of a job is to be revised, the department supervisor shall advise Compensation Administration so that the position may be reevaluated for possible reclassification.

TEMPORARY APPOINTMENTS: Temporary Appointments shall be established for open, encumbered, non-supervisory or non-leadership position(s), for which there is a Personnel Action Code (PAC), and the permanent employee is on Board-approved leave or other Board-approved absence that is expected to be one year or less. The duration of the temporary appointment shall be until the job incumbent returns from the leave or absence, or until the position becomes unencumbered and a qualified permanent replacement is hired, or until the administrative supervisor terminates the temporary assignment, whichever occurs first. All Temporary Appointments will receive the minimum salary of the position to which they have been temporarily assigned.

REHIRES: Former employees who are hired within two years after separation shall be placed at a salary within the new pay grade determined by years of creditable service within the system. An employee who has been separated from the system for a period exceeding two years shall be treated as a new employee. A person may be rehired for a position in a different job family but should be hired on the same basis as a new employee.

HOURLY AND SUBSTITUTE EMPLOYEES: Effective July 1, 2023, the following pay grades and salaries will be established on the U3 and B4 Salary Schedules for Hourly and Substitute job codes:

Pay Grade	Salary Schedule	Salary
HB	U3	Minimum Salary of Pay Grade 01
HC	B4	Minimum Salary of Pay Grade 13
HD	B4	Minimum Salary of Pay Grade 14

Applicants hired for work on classified jobs shall be paid only at the minimum salary of the pay grade provided they meet the eligibility requirements for the position:

		SALARY SCHEDULE	GRADE
5727	Cafeteria Substitute	B-4	Grade HC
5735	Substitute Lunchroom Aide	B-4	Grade HC
8022	Substitute Bus Driver	U3	Grade HB
5605	Hourly Custodian	B-4	Grade HD

Such employees are not eligible for annual salary increases, unless otherwise provided for in this agreement. When an employee is hired on a temporary, hourly, or substitute basis, a Request for Personnel Action (RPA) form must be initiated by the hiring department, stipulating the period of time for which the employee is to be hired and the reason for the temporary hire. When temporary employment exceeds the estimated period, supervising administrators/department heads/principals are required to submit a memorandum to the Chief Officer, Human Resources justifying the need for extension of such employment.

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

C. ADVANCEMENT WITHIN PAY GRADES

1. This Section describes the method of using employee experience to determine placement on a salary schedule. Nothing herein shall be interpreted as entitling any employee to a raise or a specific salary. Annual salary increases or a schedule shall be set in negotiations. No employee shall be entitled to a compensation increase by application of this language. No employee's annual wage may be increased, except by written and ratified negotiated agreements.

2. Full-time permanent and part-time permanent employees will receive a salary increase through negotiations until their base salaries reach the maximum of the pay grade to which they are assigned, provided their employment in a classified position commenced on or before March 31 of the current year.

D. TRANSFERS, PROMOTIONS, AND DEMOTIONS

All transfers, promotions, or demotions must be cleared and approved by the Office of Non-Instructional Staffing. Employees transferring to a new position must notify their present supervisor two weeks prior to the effective date of the transfer. Every effort should be made to report to the new position at the beginning of the new pay period.

TRANSFERS: When an employee is transferred or reassigned to a position in the same pay grade, he/she will receive no salary increase.

PROMOTIONS OR UPGRADES: Effective July 1, 2023, when an employee is promoted or assigned to a position which is classified in a higher pay grade, he/she will be given an increase to their base salary which provides a three (3%) percent increase per pay grade advanced up to a maximum of a fifteen (15%) percent increase, with a minimum of a five 5% percent increase. The employee shall receive no less than the minimum salary or exceed the maximum of pay grade. If an employee who requested a reassignment to a lower pay grade is subsequently promoted within one year, he/she will receive no more than a five (5%) promotional increase regardless of the new pay grade.

DEMOTIONS:

1. Unsatisfactory Performance - In the event an employee is demoted to a position in a lower pay grade, as the result of inability to perform satisfactorily in the higher grade, such employee will be placed at the salary which reflects a 5% reduction in pay not to exceed the maximum of the lower pay grade. However, under no circumstances may an employee receive an increase in pay as a result of a demotion.

2. Reclassification of Job to a Lower Pay Grade - In the event a position is reclassified to a lower pay grade and the incumbent cannot be placed in a position of comparable pay grade, the individual's rate of pay shall remain the same, unless the current rate of pay is above the maximum of the new pay grade, in which instance the rate of pay shall be reduced to the maximum of the new pay grade.

3. Transfer to a Lower Pay Grade in Lieu of Layoff - In the event an employee is transferred to a position in a lower pay grade in lieu of layoff, the base salary of the employee will remain the same in the lower pay grade into which transferred provided the salary does not exceed the maximum of the pay grade.

4. Where an employee is reassigned to a position in a lower pay grade at his/her own request, such employee shall be placed in the lower pay grade at a salary that reflects a 3% reduction in pay not to exceed the maximum salary of the lower pay grade. If an employee who requested the reassignment to a lower pay grade is promoted within one year, he/she will receive no more than a 5% promotional increase regardless of the new pay grade.

E. JOB CLASSIFICATION

Compensation Administration shall be responsible for the day-to-day administration and management of the classification plan.

This authority shall include:

1. the administration of the rules and regulations governing this classification plan, Board Policies, administrative regulations, and provisions of the collective bargaining agreement pertaining to same;

2. the supervision of all activities pertaining to the management of the classification and compensation plans;

3. the classification of all new jobs;

4. the reclassification of existing jobs when necessitated by defined conditions;

5. the maintenance of current and accurate job descriptions for all approved jobs; and,

6. the surveying of all approved jobs to insure that each job is allocated to the proper job classification.

The parties agree to establish a joint committee of 10 representatives, five (5) from Miami-Dade County Public Schools (M-DCPS) and five (5) from the AFSCME. The committee shall conduct a survey of AFSCME jobs to include compensatory and fringe benefits and job descriptions using comparative market available data.

The Chief Officer, Human Resources shall be the final authority for the classification or reclassification of approved jobs.

F. CLASSIFICATION OF NEW POSITIONS

1. All requests (Job Profile Support Personnel) for the establishment of positions new to the bargaining unit shall be submitted to Compensation Administration, for classification and evaluation.

2. No job shall be approved for funding or otherwise established until it has been classified and evaluated by Compensation Administration. Minimum qualifications and requirements may be submitted and will be used in the classification process.

3. The classification of a job will be based upon the nature and type of duties and responsibilities. As a guiding principle, those jobs which are sufficiently similar as to duties and responsibilities shall be allocated to the same class and treated the same for personnel and pay purposes.

4. The Compensation Administration Administrator may take into account such other pertinent factors as may exist when determining the classification and pay grade of a new position.

5. All proposals or requests to establish new positions shall be submitted to the bargaining unit for its review and comments.

G. JOB RECLASSIFICATION

1. A significant change in the duties and responsibilities of a job may necessitate reclassifying the job. Requests for job reclassification may originate from employees or supervisory personnel and shall be submitted to Compensation Administration.

2. The processing of Request for Reclassification shall not be delayed, deferred, or denied and shall not require the approval of the immediate supervisor or department head.

3. Upon receipt by Compensation Administration of the request for reclassification, Compensation Administration, within 90 working days, unless time is extended by mutual consent, shall render a decision.

4. An employee occupying a job that is reclassified and the classification is assigned to a higher pay grade shall meet the minimum qualification requirements, including minimum standard test or licensing requirements.

5. Reclassification requests will not be considered in the first half of the budget period (July 1 - December 31) and reclassifications denied may not be resubmitted in the same budget period. Where deemed appropriate, the Chief Officer, Human Resources is authorized to waive this Provision.

6. In reviewing Request for Reclassification, the Compensation Administration Administrator may recommend job, work unit, operational/structural, or staffing level changes as an alternative to job reclassification.

7. Salary increases for an employee whose job is reclassified and the classification is assigned to a higher pay grade shall be adjudicated in the same manner as salary increases for promotion.

8. In the event a job is reclassified and the classification is assigned to a lower pay grade and the incumbent cannot be placed in a job assigned to a comparable pay grade, the employee's rate of pay shall remain the same, unless the current rate of pay is above the maximum of the new grade. In which instance, the rate of pay shall be reduced to the maximum of the new grade.

9. Where a position is reclassified to a higher pay grade and the incumbent does not meet the M-DCPS requirements for the higher pay grade, the position shall be considered open and shall be advertised as a job vacancy. Incumbent not meeting the requirements will have 60 working days from the effective date of the reclassification to meet the job requirements. He/she may be placed in a position substantially equivalent to the one held prior to the reclassification.

H. PAY GRADE ADJUSTMENT

The Compensation Administration Administrator with the concurrence of the Chief

Officer, Human Resources may adjust the pay grade of a job in the bargaining unit to achieve a greater degree of equity in the grade relationship of jobs in the bargaining unit. In the event the pay grade of a position is so adjusted, the employee's rate of pay shall remain the same, unless the current rate of pay is less than the minimum salary of the new grade, in which case, the rate of pay shall be adjusted to the minimum salary of the new grade. Prior to implementation of a paygrade adjustment of any job or class of jobs, the bargaining unit will be notified for its review and comment.

I. CLASSIFICATION APPEAL

1. Whenever an employee has just cause to question a reclassification decision, the employee may, within 20 working days, request, in writing, a review of the decision.

2. Such a request shall be forwarded to the Chief Officer, Human Resources by the employee.

3. The Chief Officer, Human Resources or designee shall schedule an appeal conference and the employee shall be so notified, in writing, of the conference within 20 days of receipt of appeal request.

4. At said conference, the employee may be accompanied by a representative of the Union and may produce any documents and evidence to support the claim for reclassification.

5. The Chief Officer, Human Resources or designee shall render the decision and notify employee, in writing, within 20 working days.

6. The decision of the Chief Officer, Human Resources shall be final and shall not be subjected to grievance procedures, litigation, or review process.

J. STANDARD WORK WEEK

The standard work week has been established by The School Board of Miami-Dade County, Florida as follows:

40 hours - commencing immediately after midnight on Thursday and running for seven consecutive days ending on midnight the following Thursday.

K. SCHEDULED OVERTIME PAY

All full-time, non-instructional employees, other than certain executive, administrative, and professional personnel, are considered non-exempt employees.

Non-exempt employees are entitled to overtime pay at one and one-half their regular rate.

Overtime distribution lists shall be established to provide for distribution of available overtime, as equitably as possible, to qualified employees affected in their groups at the geographic work locations. Employees refusing overtime shall be charged with the number of overtime hours refused. Overtime lists shall be maintained by the work location designated steward, who will be allowed a reasonable amount of time during working hours for this purpose.

Employees charged with unauthorized absence in a given work week shall not be eligible for overtime for the remainder of that work week (including Saturday and Sunday). The overtime list shall be maintained and reviewed monthly with a Union designee(s) consistent with the work year. Employees on authorized absences shall not be denied overtime and shall retain their positions on the scheduled overtime distribution list.

L. EXTRA-TIME PAY FOR SCHOOL BUS DRIVERS

1. Effective July 1, 2019, permanent school bus drivers shall be guaranteed a daily task assignment of at least seven hours per day or 35 hours per week and shall be paid at their regular rate for all hours which they are required to work beyond their regular daily task assignment, up to an aggregate maximum of 40 hours per week. Bus Aide hours will continue to be aligned to the guaranteed minimum hours of Bus Drivers. A daily task assignment guarantee of five hours applies to summer school.

   a) Substitute bus drivers are excluded from the guaranteed task assignment. However, they shall be paid for all hours on a route they are assigned when replacing a permanent bus driver.

   b) The regular daily task assignment includes: assigned route time; allowance of 15 minutes in the a.m. and 15 minutes in the p.m. for walk-around inspection; and daily allowance of 30 minutes for refueling, clerical tasks, and delivery of assigned vehicles to inspection stations or to garages for maintenance. Employees shall be paid actual time for inservice training.

      After attainment of the regular daily task assignment, the bus driver will be paid for breakdown time.

   c) Employees charged with unauthorized absence in a given work week shall not be eligible for overtime for the remainder of that work week (including Saturday and Sunday). The overtime list shall be maintained and reviewed monthly with a Union designee(s) consistent with the work year. Employees on authorized absences shall not be denied overtime and shall retain their positions on the scheduled overtime distribution list.

      Extra-time distribution lists shall be established to provide for distribution of available extra-time on the basis of seniority in rotation in

their groups at the geographic work locations. The extra-time list shall be maintained and reviewed monthly with Union designees consistent with the work year.

d) A joint labor/management route bidding committee shall be established to develop a 2007-2008 route bidding process. The committee shall be comprised of six members: three selected by management and three by the Union. Recommendations shall be made to the Superintendent or his designee and the Union President by March 31st.

e) Standby Bus Drivers and Standby Bus Aides shall be guaranteed daily task assignment of at least eight (8) hours per day or forty (40) hours per week.

f) School Bus Driver Trainees

a) Benefit eligible employees transitioning to School Bus Drivers will be assigned to the School Bus Driver Trainee position. Upon completion of School Bus Driver training, and the acquisition of a Commercial Driver's License (CDL), these employees will be converted to full time School Bus Drivers.

b) New employees hired as School Bus Drivers will be assigned to the Substitute Driver position. Upon completion of School Bus Driver training, and the acquisition of a Commercial Driver's License (CDL), these employees will be converted to full time School Bus Drivers.

2. Field Trip Assignments - Field trip rotation assignments will be posted at each Transportation terminal.

a) School bus drivers are required to make all assigned field trips. In cases of illness or emergencies that prevent a driver from making a trip, the bus driver will be responsible for notifying the designated administrative supervisor on the appropriate form. The administrator will reassign the trip in order of seniority on the rotation roster, based on the scheduling of the trip and the driver's availability to perform the field trip. If the next two drivers on the rotation rosters are unavailable, the supervising administrator shall document his/her actions and shall assign the trip to an available driver, using substitute drivers (8022, job code) only in an urgent situation.

Assignment of field trips will be made as follows:

1) During the bidding process, drivers will have the opportunity to sign-up or decline field trip assignments. Prior to the beginning of the school year, the final field trip roster (by seniority) will be posted and a copy sent to the Union.

2) All field trips shall be assigned from the field trip roster by seniority on a rotation basis. Drivers who do not accept a trip will be skipped in rotation and not offered another trip until their

name comes up again on the field trip roster. Acceptance of emergency trips shall not be held against the driver on the seniority rotation.

b) The supervisor or designee at each terminal will be responsible for posting rosters of bus drivers and indicating the field trips assigned and declined. Each bus driver will be responsible for checking the roster and assuring that they are aware and available for the assignment or for prior notification of the supervisor or designee of their non-availability on the appropriate form.

c) School bus drivers who are assigned field trips shall be compensated for travel time from compound to compound.

3. School Bus Driver and Bus Aide work assignments in support of Saturday Academies will be administered pursuant to the Department of Transportation Administrative Directives No. 94-954 and 94-956. All other bargaining unit members required to work in support of Saturday Academies shall be assigned and compensated, pursuant to the applicable provisions of this Agreement.

4. Route Assignment Process for School Bus Aides

The Board and Union agree that the following procedures shall be utilized in determining the route assignment of Bus Aides:

a. Route Viewing

The viewing of available routes by bus aides shall occur prior to the school year opening. This process will take place concurrent with driver route viewing.

b. Route Selection

School bus aides will be allowed to bid on routes by seniority. Circumstances may preclude the assignment to specific routes as determined by the site administrator and pursuant to State Board Rule 6A-3.0121.

c. No preference

Aides who do not exercise their seniority rights will be assigned to a route based upon operational requirements.

d. Summer School

The process outlined in this Section shall not be in effect for the summer session.

M. TRANSPORTATION

A joint committee will be established to discuss issues related to transportation.

N. SUMMER EMPLOYMENT FOR NON-INSTRUCTIONAL PERSONNEL REGULARLY EMPLOYED ON A LESS THAN 12-MONTH BASIS

Non-instructional employees who regularly work on a 10-month or lesser basis, and who file applications for summer employment prior to the end of April shall, all things being equal, be given priority consideration on temporary summer job openings for which they qualify.

No guarantee can be made that every such applicant for summer assignment will be employed. Every effort shall, however, be made to offer work opportunities equitably, within the limits of geographic availability and the skills and abilities of applicants for summer employment.

Effective Summer 2001, salaries for such additional summer employment shall be at the regular rate of pay received during the preceding school year when the summer job assignment is on the same salary schedule. Employees on temporary summer assignments will work the same hours and days as other employees at the work locations to which they are assigned.

Other than sick leave or military leave, in accordance with Board policy, no leave of absence with pay will be approved.

O. FOOD SERVICE MANAGER CLASSIFICATIONS

1. Food Service Manager levels are based on meal participation plus completion of the Food Service Manager Intern Training Program as follows:

APPENDIX III (Cont.)

Job Title	Pay Grade	Education	Meal Participation**
Food Service Manager I	24	H.S.	300 – 600
Food Service Manager II	27	H.S.	601-1000
Food Service Manager III	30	H.S.	1001+

Food Service Managers who have obtained approved college credits and meet the Meal Participation as referenced below are eligible to receive the following supplements:

Education	Meal Participation**	Annual Supplement
6 Hrs.	300 – 600	$500
21 Hrs.	601 – 1000	$1,000
33 Hrs.	1001+	$1,500

(a) Manager levels will be based on the current year's average meal participation determined as of the fall FTE count. Resultant changes in the manager levels will be effective as of the first pay period following the Fall FTE count.

** Schools with less than a daily average of 300 meal participations may be allocated a satellite assistant position.

(b) Schools serving satellite operations will be allocated Food Service Manager positions at the level determined by the combined average meal participation of the regular school food service program and the satellite operation(s).

2. Increases or decreases in satellite operations which result in Food Service Manager levels changing will be effective beginning the first pay period following the effective date of the satellite operation change.

3. Where no previous history exists, such as a new school, or change in school day, the Department of Food and Nutrition will estimate the meal participation factor which will be used to determine the level of Food Service Manager classification to be assigned to said school.

4. Food Service Managers who are unassigned or who are classified at a level above that authorized at the work location will be given priority consideration for assignment to any vacant position, for which they qualify, before being downgraded to a lower position.

6. Food Service Managers who have been downgraded due to decreases in average meal participation will be given priority consideration over new hires for positions that become vacant.

7. Food Service Managers, Assistants to Food Service Managers, Satellite Assistants, and Food Service Resource Specialists who receive official certification from the School Nutrition Association shall be entitled to a salary supplement in the amount of $100. Such benefit shall not be retroactive but is effective from the date which Human Resources receives official documentation regarding such certification and shall be paid in a lump sum by June 30.

8. Effective July 1, 2023, notwithstanding any other provision of this Section O, no Food Service Manager hired prior to July 1, 2023, shall have his or her level reduced based upon meal participation, unless otherwise precluded by financial constraints or transferred to another school site.

P. SPECIAL EVENTS PAY FOR SCHOOL FOOD SERVICE PERSONNEL

1. School food service employees assigned to activities not related to the regular operation of the school food service program shall be reimbursed at one and one-half their regular hourly rates of pay for work performed at such special functions.

2. Food Service Managers and Satellite Assistants at designated hurricane shelters shall receive an annual supplement of $100 to be paid in a lump sum on or before December 1 to eligible employees who were in active employment from September through November. If required to open the kitchen due to a storm, Food Service Managers and Satellite Assistants shall receive an additional $200 supplement, which will be provided over and above any payment by the American Red Cross.

Q. FOOD AND NUTRITION PERSONNEL

Permanent part-time school food and nutrition personnel shall be employed for no less than three (3) hours per work production day unless fewer hours are requested by the employee. Effective with the 2001-2002 school year, Food and Nutrition personnel working at closed campus high schools shall be employed for no less than four (4) hours per work day unless fewer hours are requested by the employee.

The parties agree to establish a joint committee to study the cost effectiveness and efficiency of food service personnel and procedures. Such review shall identify performance incentives that may be considered in future negotiations.

R. RETIREMENT AND SOCIAL SECURITY

Unless specifically exempt under the Rules and Regulations, Florida Retirement System, all full-time/part-time personnel employed by The School Board of Miami-Dade County, Florida must participate in Social Security and the Florida Retirement Program.

S. CUSTODIAL SERVICES

The following guidelines and procedures will be implemented regarding the organization and provision of custodial services.

1. SUPERVISION

   a. The site administrator (e.g., principal) shall have overall responsibility and supervisory authority for all custodial activities and resultant facility condition.

   b. The principal's responsibility in this area is typically and properly delegated to the site Head Custodian (or, in a few very large facilities, to a Plant Foreperson). The Head Custodian (or Plant Foreperson) shall be responsible for all custodial activities on all shifts.

   c. Custodians who lead other custodial workers in a group or team shall be designated as Lead Custodians. Lead Custodians would be limited to one per shift, per site. Where a single custodian is assigned to a shift and is responsible for closing and securing the facility at the end of that shift, that custodian would also be designated as a Lead Custodian.

   d. Master Custodians will have no direct supervisory authority over site custodians or Head Custodians. Such employees would provide peer assistance, guidance, training, and inspection services. Master Custodians will report to an appropriate administrator in the Department of Plant Operations. Other Master Custodians will be responsible for teams conducting annual, concentrated operations and maintenance cleaning related to asbestos abatement and other special cleaning projects.

2. STAFFING

   Full-time custodial positions which are determined to be "over allocated," as a result of the application of the custodial allocation formula at individual work sites, shall be eliminated only through natural attrition, voluntary transfers, or lateral transfers by seniority after each site review has been verified and after each school to be affected has received prescribed training and support.

3. CAREER LADDER

   The custodial career ladder shall include criteria/guidelines, as outlined below:

Job Classification	Eligibility Criteria Codes
Site Custodian	A
Lead Custodian	A, B, C, D
Head Custodian	A, B, C, D

Plant Foreperson	A, B, C, D
Master Custodian	A, B, C, D, E

Criteria

A. Basic Custodial Training completion (Plant Operations)
B. State Custodian Certification (Vocational/Technical)
C. Custodial Leadership Training completion (Plant Operations)
D. State Master Custodian Certification (Vocational/Technical)
E. Master Custodian Training completion (Plant Operations)

4. TRAINING

The training and certification program outlined below is incorporated as a fundamental part of the proposed career ladder, as described in Section 3 above:

a. Site Custodian

(1) Works at a school or facility site and receives OJT in addition to M-DCPS Basic Custodial Training during working hours. Employees who have successfully completed the State Custodian Certification Program are eligible for priority consideration to open site custodian positions.

(2) State Custodian Certification Program will be available to site custodians during off-duty hours at M-DCPS Vocational Center(s) at no cost to such employees.

(3) M-DCPS Custodial Leadership training will be available to site custodians during working hours through Plant Operations.

(4) Upon satisfactory completion of Criteria A through D, site custodians will become eligible for promotion to Lead/Head Custodian or Plant Foreperson.

(5) State Master Custodian Certification Program will be available to site custodians during off-duty hours at M-DCPS Vocational Center(s) at no cost to such employees. Custodians who successfully complete such certification will be eligible for a pay supplement.

b. Lead/Head Custodian or Plant Foreperson

(1) This is a leadership position at a school or facility site.

(2) State Custodian and State Master Custodian Certification Programs will be available and required for promotion to one of these positions.

(3) M-DCPS Master Custodian training will be available during working hours through Plant Operations.

(4) Lead/Head Custodians who successfully complete the M-DCPS Master Custodian training will be eligible for promotion to Master Custodian.

c. Master Custodian

(1) This is an inspection/leadership position.

(2) M-DCPS Custodial Manager training (based on State Custodian Trainer Certification criteria) will be available to Master Custodians during working hours through Plant Operations.

(3) Master Custodians who satisfactorily complete number 2 above will become eligible for promotion to Custodial Manager (an M-DCPS managerial position).

5. HEAD/LEAD JOINT COMMITTEE

M-DCPS/AFSCME will establish a joint committee, no later than March 31, 2019 to explore opportunities to incentivize and encourage custodians to complete training and acquire certifications necessary to fill Head Custodian and Lead Custodian positions.

T. SALARY AND SALARY SCHEDULES

1. Salary Schedules are updated each year and are included in this Contract under Appendix VI – Salary Schedules.

2. Salaries for all bargaining unit employees shall be incorporated utilizing a minimum and a maximum (min/max) salary schedule, as set forth in this agreement. Modifications to the salary schedules shall be negotiated between the Union and the Board.

U. CLASSIFICATION PLAN AND POLICIES

I. Improvement to Base Salary 2025-2026

Effective July 1, 2025, the base salary of all eligible full-time and part-time employees shall be increased as follows:

- B4, B5 and U3 Salary Schedules: 2.25% increase to base salary; minimums adjusted by 1.0% and maximums expanded to include all salaries within range.

Improvement to Base Salary 2024-2025

A. Effective July 1, 2024, increase the base salary of all eligible full-time and part-time employees by 3.0% on the B4 and B5 salary schedules. The B4 and B5 salary schedule minimums will be adjusted by 2.5% and maximums shall be adjusted to include all salaries within range.

B. Effective July 1, 2024, increase the base salary of all eligible full-time and part-time employees by 3.0% on the U3 salary schedule. To recognize the difference in levels between a trainee and a certified bus driver with a Commercial Driver's License (CDL), certified bus drivers will receive a pay grade adjustment to the new pay grade 02 on the U3 salary schedule. The U3 minimums for pay grade BA will be adjusted by 2.5% and the maximum will be adjusted to include all salaries. The salary range for pay grade 02 will be established by adjusting the salary range of pay grade 01 to reflect the minimum adjusted by 2.5% and the maximum adjusted to include all salaries. There will be no adjustment to the minimum or maximum salary on pay grade 01 for 2024-2025.

2024-2025 Compression Adjustment

Employees who are not receiving any other enhancement(s) through items II-VII, will receive a compression adjustment as follows:

- All full-time employees who have twenty or more years of service but less than thirty years of service as of July 1, 2024, will receive an additional base salary increase of 1.0%.

- All full-time employees who have thirty or more years of service as of July 1, 2024, will receive an additional base salary increase of 1.5%.

II. **New School Bus Driver Recruitment Stipend**

Effective July 1, 2025, a non-recurring recruitment stipend of $1,000 shall be paid to newly hired Bus Drivers hired between July 1, 2025, and June 30, 2026, as follows:

- $500 shall be paid to Bus Drivers who have completed the M-DCPS School Bus Training Program and have acquired their CDL license.
- $500 shall be paid to Bus Drivers following the anniversary of the employees' one (1) year hire date.
- As a condition of receiving the stipend, employees must sign an agreement committing to 24 consecutive months of employment with M-DCPS.
- Employees who leave M-DCPS before their one (1) year anniversary hire date, shall reimburse M-DCPS for the full CDL training costs covered by the District.

➢ Newly Hired Bus Drivers Stipend Payment Schedule

- The first stipend payment will be paid within 30 days following the notification of the employees' completion of the M-DCPS School Bus Training Program and obtainment of their CDL license.
- The second stipend payment will be paid within 30 days following the anniversary of the employees' one (1) year hire date.

Effective July 1, 2024, a recruitment stipend shall be issued to newly hired Bus Drivers who are hired and continuously employed for 12 consecutive months, as follows:

- New drivers shall receive a recruitment stipend of $1,000 divided into two payments.
  - $500 shall be paid upon completion of the M-DCPS School Bus Driver Training Program and six months of successful performance as an M-DCPS School Bus Driver.
  - $500 shall be paid after 12 months of successful performance as an M-DCPS School Bus Driver.

Employees who fail to obtain and maintain the required CDL licensure may forfeit their eligibility to receive the stipend, either in full or in part. Furthermore, as a condition of receiving the stipend, all newly hired Bus Drivers must sign an agreement acknowledging their commitment to maintain employment with M-DCPS for 12 consecutive months. Failure to fulfill this commitment will result in the obligation to reimburse M-DCPS for the stipend received, as well as the cost associated with obtaining the CDL licensure.

III. **Retention Stipend for School Bus Drivers Hired on or Before June 30, 2025**

A non-recurring retention stipend shall be paid to School Bus Drivers hired on or before June 30, 2025, as follows:

- School Bus Drivers shall receive a retention stipend of $2,750 in two equal payments.
  - $1,375 shall be paid no later than March 31, 2026.
  - $1,375 shall be paid no later than June 30, 2026.

- School Bus Driver Trainees and Substitute Bus Drivers hired on or before June 30, 2025, who have completed School Bus Driver Training and have acquired a CDL shall receive a retention stipend of $2,750 in two equal payments:
  - $1,375 shall be paid no later than March 31, 2026.
  - $1,375 shall be paid no later than June 30, 2026.

Retention Stipend for School Bus Drivers Hired on or Before June 30, 2024

A retention stipend shall be issued to School Bus Drivers hired on or before June 30, 2024, who have completed School Bus Driver Training and secured a CDL, as follows:

- School Bus Drivers shall receive a retention stipend of $2,500 divided into two payments.

    - $1,250 shall be paid no later than the 1st quarter of 2025.
    - $1,250 shall be paid no later than June 30, 2025.

IV. **Safety Enhancement Stipend for Bus Aides Hired on or Before June 30, 2025**

A non-recurring safety enhancement stipend shall be paid to Bus Aides hired on or before June 30, 2025, as follows:

- Bus Aides shall receive a stipend of $900 in two equal payments:

    - $450 shall be paid no later than March 31, 2026.
    - $450 shall be paid no later than June 30, 2026.

Safety Enhancement Stipend for Bus Aides Hired on or Before June 30, 2024

A safety enhancement stipend shall be issued to Bus Aides hired on or before June 30, 2024, as follows:

- Bus Aides shall receive a stipend of $650 divided into two payments.

    - $325 shall be paid no later than the 1st quarter of 2025.
    - $325 shall be paid no later than June 30, 2025.

V. **New Vehicle Mechanics Safety Enhancement Stipend**

Effective July 1, 2025, a safety enhancement stipend of $1,000 shall be paid to newly hired Vehicle Mechanics who are hired between July 1, 2025, and June 30, 2026, as follows:

- New Vehicle Mechanics shall receive a stipend of $1,000 as follows:

    - $500 shall be paid 30 days after the employees' hire date.
    - $500 shall be paid within 30 days following the anniversary of the employees' one (1) year hire date.

Effective July 1, 2024, a safety enhancement stipend shall be issued to newly hired Vehicle Mechanics who are hired and continuously employed for 12 consecutive months, as follows:

- New Vehicle Mechanics shall receive a stipend of $1,000 divided into two payments.

    - $500 shall be paid no later than the 1st quarter of 2025.
    - $500 shall be paid no later than June 30, 2025.

Stipends for School Bus Drivers, Vehicle Mechanics , and Bus Aides are funded solely through collections of School Bus STOP ARM violations. These stipends will sunset on June 30, 2025, and must be negotiated annually.

VI. **Safety Enhancement Stipend for Vehicle Mechanics Hired on or Before June 30, 2025**

A non-recurring, safety enhancement stipend shall be paid to Vehicle Mechanics, including Leadperson Vehicle Repair and Vehicle Service Mechanic, hired on or before June 30, 2025, for maintenance and safety enhancements through collections of School Bus Speed Zone violations as follows:

- Vehicle Mechanics shall receive a stipend of $2,750 in two equal payments:
  - $1,375 shall be paid no later than March 31, 2026.
  - $1,375 shall be paid no later than June 30, 2026.

Safety Enhancement Stipend for Vehicle Mechanics Hired on or Before June 30, 2024

A safety enhancement stipend shall be paid to Vehicle Mechanics for maintenance and safety enhancements of the school bus infraction detection system, as follows:

- Vehicle Mechanics shall receive a stipend of $2,500 divided into two payments.
  - $1,250 shall be paid no later than the 1st quarter of 2025.
  - $1,250 shall be paid no later than June 30, 2025.

VII. **Safety Enhancement Retention Stipend for Other Transportation Employees Hired on or Before June 30, 2025**

A non-recurring, safety enhancement retention stipend shall be paid to employees in the following job titles and codes hired on or before June 30, 2025, in the amount of $600 to be paid in one lump sum no later than April 30, 2026.

- 5503 Operations Helper
- 6268 Mapping Specialist
- 6272 Transportation Center Worker
- 6273 Driver trainer
- 6274 Transportation Training Manager
- 6275 School Bus Route Manager
- 6277 Commercial Drivers License Examiner
- 6278 Field Operations Specialist
- 6279 Route Management Specialist
- 6301 Radio Routing Dispatcher

VIII. **Terms and Conditions**

For all of the above Transportation positions identified in this proposal, the following terms must be adhered to in order to receive the payments:

- Employees must be in active pay status at the time of payment, to be eligible to receive each payment.

- Employees who retire, resign, or are otherwise separated from the District before either payment is issued are ineligible.
- Employees changing positions must be in the selected job titles designated for the stipend payment; however, under no circumstances can an employee receive more than two payments.

Stipends for Transportation are funded solely through collections of school Bus Speed Zone violations. These stipends will sunset on June 30, 2026 and must be negotiated annually.

IX. Food Service

For academic year 2025-2026, employees in the following job titles/job codes will receive a 2.0% supplement:

FOOD SERVICE MANAGER III (5710)
FOOD SERVICE MANAGER II (5702)
FOOD SERVICE MANAGER I (5701)
FOOD SERVICE SATELLITE ASSISTANT (5728)
FOOD SERVICE MATERIAL ACQUISITION & TRANSPORTATION SPECIALIST I (6432 and 6430)
FOOD SERVICE ASSISTANT MANAGER (5715)
FOOD SERVICE QUALITY ASSURANCE MANAGER (5744)
FOOD SERVICE EMPLOYEE DEVELOPMENT SPECIALIST (5741)
FOOD SERVICE CONCESSION MANAGER (5722)
FOOD SERVICE CONCESSION ASSISTANT MANAGER (5729)
FOOD SERVICE MANAGER I 12M (5712)

This supplement will sunset on June 30, 2026, and must be negotiated annually.

For academic year 2024-2025, employees in the following job titles/job codes will receive a 3.0% supplement:

FOOD SERVICE MANAGER III (5710)
FOOD SERVICE MANAGER II (5702)
FOOD SERVICE MANAGER I (5701)
FOOD SERVICE SATELLITE ASSISTANT (5728)
FOOD SERVICE MATERIAL ACQUISITION & TRANSPORTATION SPECIALIST I (6432 and 6430)
FOOD SERVICE ASSISTANT MANAGER (5715)
FOOD SERVICE QUALITY ASSURANCE MANAGER (5744)
FOOD SERVICE EMPLOYEE DEVELOPMENT SPECIALIST (5741)
FOOD CONCESSION MANAGER (5722)
FOOD SERVICE MANAGER I 12M (5712)

This supplement will sunset on June 30, 2025, and must be negotiated annually.

X. Security Personnel

For academic year 2025-2026, AFSCME security personnel will maintain the 7.5% Safety Proficiency Supplement funded by Retirement Recurring Accruing Supplement (RRAS). This supplement shall be reviewed and negotiated annually.

For academic year 2024-2025, AFSCME security personnel will maintain the 7.5% Safety Proficiency Supplement funded by Retirement Recurring Accruing Supplement (RRAS). This supplement must be negotiated annually.

XI. Reduction in Force

M-DCPS shall not implement a reduction in force or furlough during the 2025-2026 academic year.

APPENDIX IV -- JOB FAMILIES

GENERAL LABOR, CRAFT AND TECHNICAL JOB LISTING

Positions are on the B4 Salary Schedule, except as otherwise noted.

Job Code	Job Title	Job Family	Pay Grade	Duty Days
5501	School Bus Driver (10 Mo)	Transporation and Equipment Operations	01 (U3)	191
5507	School Bus Driver Trainee (10 Mo)	Transporation and Equipment Operations	01 (U3)	191
5505	Standby Bus Driver	Transporation and Equipment Operations	01 (U3)	191
4255	Bus Aide	Transporation and Equipment Operations	BA (U3)	191
4355	Standby Bus Aide	Transporation and Equipment Operations	BA (U3)	191
8022	Substitute Bus Driver	Transporation and Equipment Operations	HB (U3)	191
6295	Audiovisual Operator-Clerk	Media Services and Technology Support	13	260
5704/5709	Baker I and Baker II	Food Services	13	200/200
5703/5708	Cook I and Cook II (10 Mo)	Food Services	13	200/200
5720/5713	Cook I and Cook II (12 Mo)	Food Services	13	260/260
5706/5718	Food Service Worker I (10 Mo/12 Mo)	Food Services	13	213/260
5723	Food Service Worker II	Food Services	13	213
5734	Lunchroom Aide	Food Services	13	213
8005	Parent Aide	Support Services	13	213
8009	Parent Aide - Hourly (10 Mo)	Support Services	13	213
8013	Parent Aide - Hourly (12 Mo)	Support Services	13	260
5711	Part-Time Cook	Food Services	13	200
5707/5714	Part-Time Food Service Worker I (10 Mo/12 Mo)	Food Services	13	213/260
5503	Transportation Operations Helper	Transporation and Equipment Operations	13	260
5727	Cafeteria Substitute	Food Services	HC	213
5735	Lunchroom Aide - Substitute	Food Services	HC	213
6150	Concession Worker - SBAB	Food Services	14	260
5606	Custodian (10 Mo)	Facilities Maintenance and Operations	14	213
5615	Custodian (12 Mo)	Facilities Maintenance and Operations	14	260
7014	Groundskeeper	Facilities Maintenance and Operations	14	260
6192	Mail Clerk	Stores and Procurement	14	260
5309	Radio/TV Production Assistant	Media Services and Technology Support	14	260
5604	Custodian (10 Mo) - Hourly	Facilities Maintenance and Operations	HD	213
5605	Custodian (12 Mo) - Hourly	Facilities Maintenance and Operations	HD	260
8003	Courier - SBAB	Support Services	16	260
6290	Film Technician-AV	Media Services and Technology Support	16	260
6372	Material Handler I	Stores and Procurement	16	260
5721	SBAB Food Service Specialist I	Food Services	16	260
6194	Senior Mail Clerk	Stores and Procurement	16	260
6151	Maintenance Worker I	Facilities Maintenance and Operations	17	260
6429	Motor Equipment Operator I (10 Mo)	Transporation and Equipment Operations	17	213
6426	Motor Equipment Operator I (12 Mo)	Transporation and Equipment Operations	17	260
6169	Space Heater Mechanic	Mechanical Repair and Maintenance	17	260
6272	Transportation Center Worker	Transporation and Equipment Operations	17	260
5725	Food Service On-Site Support (Temporary)	Food Services	18	260
5607	Lead Custodian	Facilities Maintenance and Operations	18	260
6373	Material Handler II	Stores and Procurement	18	260
5614	Pool/Waterfront Service Technician	Support Services	18	260
8000	SBAB Security Specialist	Support Services	18	260
5502	School Bus Driver (12 Mo)	Transporation and Equipment Operations	18	260
8012	Security Specialist (10 Mo)	Support Services	18	213
8011	Security Specialist (12 Mo)	Support Services	18	260
6451	Window Repairer	Facilities Maintenance and Operations	18	260

APPENDIX IV (Cont.)

GENERAL LABOR, CRAFT AND TECHNICAL JOB LISTING

Positions are on the B4 Salary Schedule, except as otherwise noted.

Job Code	Job Title	Job Family	Pay Grade	Duty Days
5715	Assistant Food Service Manager	Food Services	19	213
6297	Audiovisual Specialist (10 Mo)	Media Services and Technology Support	19	218
6296	Audiovisual Specialist (12 Mo)	Media Services and Technology Support	19	260
6291	Circulation Specialist	Media Services and Technology Support	19	260
7024	Fertilizer Equipment Operator/Spreader	Facilities Maintenance and Operations	19	260
6190	Mail Courier	Stores and Procurement	19	260
6152	Maintenance Worker II	Facilities Maintenance and Operations	19	260
6427	Motor Equipment Operator II	Transporation and Equipment Operations	19	260
7017	Stores System Clerk	Stores and Procurement	19	260
6084	Vehicle Service Attendant	Mechanical Repair and Maintenance	19	260
7020	Fence Installer	Facilities Maintenance and Operations	20	260
6422	Heavy Equipment Operator I	Transporation and Equipment Operations	20	260
6189	Lead Mail Clerk	Stores and Procurement	20	260
6153	Maintenance Tree Worker	Facilities Maintenance and Operations	20	260
6432	Material Acquisition and Trans. Spec. I (10 Mo)	Transporation and Equipment Operations	20	213
6430	Material Acquisition and Trans. Spec. I (12 Mo)	Transporation and Equipment Operations	20	260
6431	Material Acquisition and Trans. Spec. II	Transporation and Equipment Operations	20	260
6371	Material Distribution Specialist	Stores and Procurement	20	260
6375	Material Handler III	Stores and Procurement	20	260
6381	Property Control Clerk I	Stores and Procurement	20	260
5719	SBAB Food Service Specialist II	Food Services	20	260
8006	Security Leadperson	Support Services	20	260
7025	Tractor Mower Operator I	Facilities Maintenance and Operations	20	260
6419	Tractor-Trailer Operator	Facilities Maintenance and Operations	20	260
6294	Instructional Technology Specialist (10 Mo)	Media Services and Technology Support	21	218
6298	Instructional Technology Specialist (12 Mo)	Media Services and Technology Support	21	260
6267	Mobile Science Laboratory Driver	Support Services	21	213
6302	Routing Dispatcher	Support Services	21	260
7012	Stadium Specialist	Facilities Maintenance and Operations	21	260
6340	Upholstery, Drapery and Shade Worker	Facilities Maintenance and Operations	21	260
5729	Assistant Food Concession Manager	Food Services	22	260
5717	Food Service Resource Specialist I	Food Services	22	260
6453	Foreperson - Window Repair	Facilities Maintenance and Operations	22	260
5608	Head Custodian	Facilities Maintenance and Operations	22	260
6423	Heavy Equipment Operator II	Transporation and Equipment Operations	22	260
5616	Plant Foreperson	Facilities Maintenance and Operations	22	260
5728	Satellite Assistant	Food Services	22	215
6090	Tire Repair Mechanic	Mechanical Repair and Maintenance	22	260
7026	Tractor Mower Operator II	Facilities Maintenance and Operations	22	260
6341	Upholstery, Drapery and Shade Installer	Facilities Maintenance and Operations	22	260
7013	Work Order Clerk	Support Services	22	260
6270	Assistant Driver Trainer	Transporation and Equipment Operations	23	260
6376	Foreperson - Satellite Stockroom	Stores and Procurement	23	260
6389	Paint Technician/Inspector	Facilities Maintenance and Operations	23	260
6301	Radio Routing Dispatcher	Support Services	23	260
6289	Audiovisual Technician-Planetarium	Media Services and Technology Support	24	260
4370	Chief Work Order Clerk	Support Services	24	260
5722	Food Concession Manager	Food Services	24	260
5701/5712	Food Service Manager I (10 Mo/12 Mo)	Food Services	24	218/260
6424	Heavy Equipment Operator III	Transporation and Equipment Operations	24	260

APPENDIX IV (Cont.)

GENERAL LABOR, CRAFT AND TECHNICAL JOB LISTING

Positions are on the B4 Salary Schedule, except as otherwise noted.

Job Code	Job Title	Job Family	Pay Grade	Duty Days
6385	Safety Technician	Support Services	24	260
6083/6086	Vehicle Service Mechanic	Mechanical Repair and Maintenance	24	260/213
6085	Automotive Paint/Body Worker	Mechanical Repair and Maintenance	25	260
6161	Equipment Mechanic II	Mechanical Repair and Maintenance	25	260
6070	Fire Equipment Mechanic/Inspector	Mechanical Repair and Maintenance	25	260
5726	Food Service Resource Specialist II	Food Services	25	260
7011	Foreperson, Work Order Clerk	Support Services	25	260
7022	Playground Equipment Installer/Mechanic	Facilities Maintenance and Operations	25	260
6382	Property Asset Specialist	Stores and Procurement	25	260
6079	Radiator Repair Mechanic	Mechanical Repair and Maintenance	25	260
6154	Sprinkler Mechanic	Facilities Maintenance and Operations	25	260
5716	Food Service Manager Testing and Quality Control	Food Services	26	218
5742	Food Service Property Control Technician	Food Services	26	260
6193	Foreperson - Mail Service	Stores and Procurement	26	260
6378	Foreperson - Material Handling	Stores and Procurement	26	260
6276	School Bus Route Specialist	Transporation and Equipment Operations	26	26
6305	Capital Improvement Technician	Support Services	27	260
4374	Customer Service Center Specialist	Support Services	27	260
6273	Driver Trainer	Transporation and Equipment Operations	27	260
6386	Facilities Location Specialist	Support Services	27	260
5702	Food Service Manager II (10 Mo)	Food Services	27	218
6155	Grounds Leadperson	Facilities Maintenance and Operations	27	260
6163	Lead Equipment Mechanic	Mechanical Repair and Maintenance	27	260
6379	Parts Inventory Specialist	Stores and Procurement	27	260
6069	Senior Fire Equipment Mechanic/Inspector	Mechanical Repair and Maintenance	27	260
6173	Small Engine Mechanic	Mechanical Repair and Maintenance	27	260
6277	Commercial Drivers License Trainer	Transporation and Equipment Operations	28	260
6278	Field Operations Specialist	Transporation and Equipment Operations	28	260
6091	Foreperson - Transport and Equipment Services	Transporation and Equipment Operations	28	260
8014	Plant Security Foreperson	Support Services	28	260
6279	Route Management Specialist	Transporation and Equipment Operations	28	260
6191	Senior Foreperson - Mail Service	Stores and Procurement	28	260
6377	Senior Foreperson - Material Handling	Stores and Procurement	28	260
6380	Senior Parts Inventory Specialist	Stores and Procurement	28	260
6082	Vehicle Mechanic	Mechanical Repair and Maintenance	28	260
6087	Automotive Paint Body Repair /Quality Control Spec	Mechanical Repair and Maintenance	29	260
6387	Environmental Technician/Inspector	Support Services	29	260
6388	Environmental/Hazardous Material Inspector	Support Services	29	260
5743	Food Service Quality Control Manager	Food Services	29	260
6160	Foreperson - Equipment Repair	Mechanical Repair and Maintenance	29	260
6071	Foreperson - Fire Prevention	Support Services	29	260
7016	Foreperson - Grounds	Facilities Maintenance and Operations	29	260
6342	Foreperson - Upholstery, Drapery and Shades	Facilities Maintenance and Operations	29	260
6080	Foreperson - Vehicle Service and Repair	Mechanical Repair and Maintenance	29	260
6081	Leadperson - Vehicle Repair	Mechanical Repair and Maintenance	29	260
6268	Mapping Specialist	Transporation and Equipment Operations	29	260
6370	Materials Management Specialist	Stores and Procurement	29	260
6306	Senior Capital Improvement Technician	Support Services	29	260
6274	Transportation Training Manager	Transporation and Equipment Operations	29	260

APPENDIX IV (Cont.)

GENERAL LABOR, CRAFT AND TECHNICAL JOB LISTING

Positions are on the B4 Salary Schedule, except as otherwise noted.

Job Code	Job Title	Job Family	Pay Grade	Duty Days
5741	Food Service Employee Development Specialist	Food Services	30	260
5740	Food Service Equipment Manager	Food Services	30	260
5710	Food Service Manager III (10 Mo)	Food Services	30	218
5744	Food Service Quality Assurance Manager	Food Services	30	260
6088	Foreperson - Automotive Maintenance Repair	Mechanical Repair and Maintenance	30	260
6089	Foreperson - Emergency Generator & Vehicle Repair	Mechanical Repair and Maintenance	30	260
7010	Grounds Technician Inspector	Facilities Maintenance and Operations	30	260
6384	Laboratory Technician/Inspector	Support Services	30	260
5609	Master Custodian	Facilities Maintenance and Operations	30	260
6275	School Bus Route Manager	Transporation and Equipment Operations	30	260
8333	Security Manager	Support Services	30	260
5335	Radio/TV Scheduling Clerk	Media Services and Technology Support	16 (B5)	260
5345	Radio/TV Announcer-Operator	Media Services and Technology Support	17 (B5)	260
5336	Radio/TV Program Scheduler	Media Services and Technology Support	18 (B5)	260
5337	Radio/TV Associate Programmer I	Media Services and Technology Support	19 (B5)	260
5311	Television Production Technician	Media Services and Technology Support	19 (B5)	260
5340	Television Graphics Illustrator	Media Services and Technology Support	20 (B5)	260
5323	Television Operations Technician	Media Services and Technology Support	20 (B5)	260
5330	Television Traffic Coordinator	Media Services and Technology Support	20 (B5)	260
5324	Field Technician I	Media Services and Technology Support	22 (B5)	260
5342	Media Writer Admin. Operations	Media Services and Technology Support	22 (B5)	260
5346	Radio/TV Assistant Producer-Writer	Media Services and Technology Support	22 (B5)	260
5349	Television Broadcast Engineer I	Media Services and Technology Support	23 (B5)	260
5328	Television Master Control Operator I	Media Services and Technology Support	23 (B5)	260
5326	Television Traffic Coordinator II	Media Services and Technology Support	23 (B5)	260
5338	Radio/TV Associate Programmer II	Media Services and Technology Support	24 (B5)	260
5313	Senior Television Production Technician	Media Services and Technology Support	24 (B5)	260
5350	Television Broadcast Engineer II	Media Services and Technology Support	24 (B5)	260
5341	Graphic Arts Specialist	Media Services and Technology Support	25 (B5)	260
5347	Radio/TV Associate Producer-Writer	Media Services and Technology Support	25 (B5)	260
5327	Television Master Control Operator II	Media Services and Technology Support	25 (B5)	260
6300	Television Systems Technician	Media Services and Technology Support	25 (B5)	260
5325	TV Field Technician II	Media Services and Technology Support	25 (B5)	260
5322	Assistive Technology Specialist	Media Services and Technology Support	26 (B5)	260
5333	Radio/TV Maintenance Engineer I	Media Services and Technology Support	26 (B5)	260
5339	Television Operations Chief	Media Services and Technology Support	26 (B5)	260
5315	Television Production Editor	Media Services and Technology Support	26 (B5)	260
5357	Promotions Producer	Media Services and Technology Support	27 (B5)	260
5359	Radio Reading Service Specialist	Media Services and Technology Support	27 (B5)	260
5348	Radio/TV Producer	Media Services and Technology Support	27 (B5)	260
5316	Television Director	Media Services and Technology Support	27 (B5)	260
5314	Television Production Crew Chief	Media Services and Technology Support	27 (B5)	260

APPENDIX IV (Cont.)

GENERAL LABOR, CRAFT AND TECHNICAL JOB LISTING

Positions are on the B4 Salary Schedule, except as otherwise noted.

Job Code	Job Title	Job Family	Pay Grade	Duty Days
5332	Production Equipment Supervisor	Media Services and Technology Support	28 (B5)	260
5334	Radio/TV Maintenance Engineer II	Media Services and Technology Support	28 (B5)	260
5355	Senior Radio Systems Operations Specialist	Media Services and Technology Support	28 (B5)	260
5319	Software Systems Specialist	Media Services and Technology Support	28 (B5)	260
5354	Graphics Art Director/Webmaster (WLRN)	Media Services and Technology Support	29 (B5)	260
5351	Program Host/Producer	Media Services and Technology Support	29 (B5)	260
5331	Senior Radio/TV Maintenance Engineer	Media Services and Technology Support	29 (B5)	260
5353	Senior Television Director	Media Services and Technology Support	29 (B5)	260
5352	Television Master Control Supervisor	Media Services and Technology Support	29 (B5)	260
5358	Creative Director	Media Services and Technology Support	30 (B5)	260
5329	Lead Radio/TV Maintenance Engineer	Media Services and Technology Support	30 (B5)	260
5361	Senior Program Host/Producer	Media Services and Technology Support	30 (B5)	260
5356	Television Programming/Scheduling Specialist	Media Services and Technology Support	30 (B5)	260

APPENDIX V -- TOOL ALLOWANCE

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

(1) changes in the tool list due to changes of requirements and the state of the art, (e.g., metric tools, special tools); and

(2) changes in replacement prices of the tools on the approved tool list. The allowance will be paid in one annual payment, the last paydate in November, based upon qualification and calculation as of the last working day of September.

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

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

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

Section 4. All tools and tool boxes currently the property of the School Board that have been issued to employees in the designated classifications shall become the property of those employees to whom issued. In order to compensate the Board for the cost of these tools, the tool allowance, as agreed to above, shall not be paid for the first year of this Agreement but shall become effective thereafter. During this period and thereafter, additions and replacements shall be the responsibility of the employee.

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

A. return the complete set of tools to the Board and forfeit entitlement to any allowance which may have accrued; or,

B. retain the complete set of tools and make suitable arrangements to complete the compensation to the Board prior to receipt of any terminal pay which might be due.

Should the employee leave without making an election, the Board, at its discretion, may exercise option "B" above, and make appropriate deductions from any monies otherwise owed to the employee.

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

Section 6. The School Board shall continue to provide current levels of security for storage of tools and tool boxes in School Board facilities during off-duty time. In the event of the theft of tools from proper storage, the employee shall file a loss claim with the Board's Office of Risk and Benefits Management or assigned carrier. Awards, settlements, and other decisions affecting the claim will be governed by the terms of the agreements or policies then in force. The employee shall be responsible for replacement of any items stolen during the normal workday when the employee is on duty (such times, for the purpose of this Section, shall include meal and other break times), or at any time, as a result of personal negligence.

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B4
2025-2026 10-MONTH (200 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
13 Annual	$24,864	$40,448	13 Annual
13 Daily	$124.32	$202.24	13 Daily
13 Hourly	$15.54	$25.28	13 Hourly
13 Overtime	$23.31	$37.92	13 Overtime
14 Annual	$24,944	$41,664	14 Annual
14 Daily	$124.72	$208.32	14 Daily
14 Hourly	$15.59	$26.04	14 Hourly
14 Overtime	$23.39	$39.06	14 Overtime
16 Annual	$25,184	$44,320	16 Annual
16 Daily	$125.92	$221.60	16 Daily
16 Hourly	$15.74	$27.70	16 Hourly
16 Overtime	23.61	$41.55	16 Overtime
17 Annual	$25,440	$45,728	17 Annual
17 Daily	$127.20	$228.64	17 Daily
17 Hourly	$15.90	$28.58	17 Hourly
17 Overtime	$23.85	$42.87	17 Overtime
18 Annual	$25,680	$47,216	18 Annual
18 Daily	$128.40	$236.08	18 Daily
18 Hourly	$16.05	$29.51	18 Hourly
18 Overtime	$24.08	$44.27	18 Overtime
19 Annual	$25,952	$48,816	19 Annual
19 Daily	$129.76	$244.08	19 Daily
19 Hourly	$16.22	$30.51	19 Hourly
19 Overtime	$24.33	$45.77	19 Overtime
20 Annual	$26,112	$50,448	20 Annual
20 Daily	$130.56	$252.24	20 Daily
20 Hourly	$16.32	$31.53	20 Hourly
20 Overtime	$24.48	$47.30	20 Overtime
22 Annual	$26,272	$54,048	22 Annual
22 Daily	$131.36	$270.24	22 Daily
22 Hourly	$16.42	$33.78	22 Hourly
22 Overtime	$24.63	$50.67	22 Overtime
23 Annual	$26,432	$55,968	23 Annual
23 Daily	$132.16	$279.84	23 Daily
23 Hourly	$16.52	$34.98	23 Hourly
23 Overtime	$24.78	$52.47	23 Overtime
24 Annual	$26,512	$57,872	24 Annual
24 Daily	$132.56	$289.36	24 Daily
24 Hourly	$16.57	$36.17	24 Hourly
24 Overtime	$24.86	$54.26	24 Overtime

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B4
2025-2026 10-MONTH (200 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
25 Annual	$27,168	$59,824	25 Annual
25 Daily	$135.84	$299.12	25 Daily
25 Hourly	$16.98	$37.39	25 Hourly
25 Overtime	$25.47	$56.09	25 Overtime
26 Annual	$27,872	$61,872	26 Annual
26 Daily	$139.36	$309.36	26 Daily
26 Hourly	$17.42	$38.67	26 Hourly
26 Overtime	$26.13	$58.01	26 Overtime
27 Annual	$29,136	$63,984	27 Annual
27 Daily	$145.68	$319.92	27 Daily
27 Hourly	$18.21	$39.99	27 Hourly
27 Overtime	$27.32	$59.99	27 Overtime
28 Annual	$30,464	$66,240	28 Annual
28 Daily	$152.32	$331.20	28 Daily
28 Hourly	$19.04	$41.40	28 Hourly
28 Overtime	$28.56	$62.10	28 Overtime
29 Annual	$31,904	$68,576	29 Annual
29 Daily	$159.52	$342.88	29 Daily
29 Hourly	$19.94	$42.86	29 Hourly
29 Overtime	$29.91	$64.29	29 Overtime
30 Annual	$33,408	$71,104	30 Annual
30 Daily	$167.04	$355.52	30 Daily
30 Hourly	$20.88	$44.44	30 Hourly
30 Overtime	$31.32	$66.66	30 Overtime
HC Annual	$24,864		
HC Daily	$124.32		
HC Hourly	$15.54		
HC Overtime	$23.31		
HD Annual	$24,944		
HD Daily	$124.72		
HD Hourly	$15.59		
HD Overtime	$23.39		

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B4
2025-2026 10-MONTH (213 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
13 Annual	$26,481	$43,078	13 Annual
13 Daily	$124.32	$202.24	13 Daily
13 Hourly	$15.54	$25.28	13 Hourly
13 Overtime	$23.31	$37.92	13 Overtime
14 Annual	$26,566	$44,373	14 Annual
14 Daily	$124.72	$208.32	14 Daily
14 Hourly	$15.59	$26.04	14 Hourly
14 Overtime	$23.39	$39.06	14 Overtime
16 Annual	$26,821	$47,201	16 Annual
16 Daily	$125.92	$221.60	16 Daily
16 Hourly	$15.74	$27.70	16 Hourly
16 Overtime	23.61	$41.55	16 Overtime
17 Annual	$27,094	$48,701	17 Annual
17 Daily	$127.20	$228.64	17 Daily
17 Hourly	$15.90	$28.58	17 Hourly
17 Overtime	$23.85	$42.87	17 Overtime
18 Annual	$27,350	$50,286	18 Annual
18 Daily	$128.40	$236.08	18 Daily
18 Hourly	$16.05	$29.51	18 Hourly
18 Overtime	$24.08	$44.27	18 Overtime
19 Annual	$27,639	$51,990	19 Annual
19 Daily	$129.76	$244.08	19 Daily
19 Hourly	$16.22	$30.51	19 Hourly
19 Overtime	$24.33	$45.77	19 Overtime
20 Annual	$27,810	$53,728	20 Annual
20 Daily	$130.56	$252.24	20 Daily
20 Hourly	$16.32	$31.53	20 Hourly
20 Overtime	$24.48	$47.30	20 Overtime
22 Annual	$27,980	$57,562	22 Annual
22 Daily	$131.36	$270.24	22 Daily
22 Hourly	$16.42	$33.78	22 Hourly
22 Overtime	$24.63	$50.67	22 Overtime
23 Annual	$28,151	$59,606	23 Annual
23 Daily	$132.16	$279.84	23 Daily
23 Hourly	$16.52	$34.98	23 Hourly
23 Overtime	$24.78	$52.47	23 Overtime
24 Annual	$28,236	$61,634	24 Annual
24 Daily	$132.56	$289.36	24 Daily
24 Hourly	$16.57	$36.17	24 Hourly
24 Overtime	$24.86	$54.26	24 Overtime

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B4
2025-2026 10-MONTH (213 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
25 Annual	$28,934	$63,713	25 Annual
25 Daily	$135.84	$299.12	25 Daily
25 Hourly	$16.98	$37.39	25 Hourly
25 Overtime	$25.47	$56.09	25 Overtime
26 Annual	$29,684	$65,894	26 Annual
26 Daily	$139.36	$309.36	26 Daily
26 Hourly	$17.42	$38.67	26 Hourly
26 Overtime	$26.13	$58.01	26 Overtime
27 Annual	$31,030	$68,143	27 Annual
27 Daily	$145.68	$319.92	27 Daily
27 Hourly	$18.21	$39.99	27 Hourly
27 Overtime	$27.32	$59.99	27 Overtime
28 Annual	$32,445	$70,546	28 Annual
28 Daily	$152.32	$331.20	28 Daily
28 Hourly	$19.04	$41.40	28 Hourly
28 Overtime	$28.56	$62.10	28 Overtime
29 Annual	$33,978	$73,034	29 Annual
29 Daily	$159.52	$342.88	29 Daily
29 Hourly	$19.94	$42.86	29 Hourly
29 Overtime	$29.91	$64.29	29 Overtime
30 Annual	$35,580	$75,726	30 Annual
30 Daily	$167.04	$355.52	30 Daily
30 Hourly	$20.88	$44.44	30 Hourly
30 Overtime	$31.32	$66.66	30 Overtime
HC Annual	$26,481		
HC Daily	$124.32		
HC Hourly	$15.54		
HC Overtime	$23.31		
HD Annual	$26,566		
HD Daily	$124.72		
HD Hourly	$15.59		
HD Overtime	$23.39		

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B4
2025-2026 10-MONTH (215 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
13 Annual	$26,729	$43,482	13 Annual
13 Daily	$124.32	$202.24	13 Daily
13 Hourly	$15.54	$25.28	13 Hourly
13 Overtime	$23.31	$37.92	13 Overtime
14 Annual	$26,815	$44,789	14 Annual
14 Daily	$124.72	$208.32	14 Daily
14 Hourly	$15.59	$26.04	14 Hourly
14 Overtime	$23.39	$39.06	14 Overtime
16 Annual	$27,073	$47,644	16 Annual
16 Daily	$125.92	$221.60	16 Daily
16 Hourly	$15.74	$27.70	16 Hourly
16 Overtime	23.61	$41.55	16 Overtime
17 Annual	$27,348	$49,158	17 Annual
17 Daily	$127.20	$228.64	17 Daily
17 Hourly	$15.90	$28.58	17 Hourly
17 Overtime	$23.85	$42.87	17 Overtime
18 Annual	$27,606	$50,758	18 Annual
18 Daily	$128.40	$236.08	18 Daily
18 Hourly	$16.05	$29.51	18 Hourly
18 Overtime	$24.08	$44.27	18 Overtime
19 Annual	$27,899	$52,478	19 Annual
19 Daily	$129.76	$244.08	19 Daily
19 Hourly	$16.22	$30.51	19 Hourly
19 Overtime	$24.33	$45.77	19 Overtime
20 Annual	$28,071	$54,232	20 Annual
20 Daily	$130.56	$252.24	20 Daily
20 Hourly	$16.32	$31.53	20 Hourly
20 Overtime	$24.48	$47.30	20 Overtime
22 Annual	$28,243	$58,102	22 Annual
22 Daily	$131.36	$270.24	22 Daily
22 Hourly	$16.42	$33.78	22 Hourly
22 Overtime	$24.63	$50.67	22 Overtime
23 Annual	$28,415	$60,166	23 Annual
23 Daily	$132.16	$279.84	23 Daily
23 Hourly	$16.52	$34.98	23 Hourly
23 Overtime	$24.78	$52.47	23 Overtime
24 Annual	$28,501	$62,213	24 Annual
24 Daily	$132.56	$289.36	24 Daily
24 Hourly	$16.57	$36.17	24 Hourly
24 Overtime	$24.86	$54.26	24 Overtime

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B4
2025-2026 10-MONTH (215 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
25 Annual	$29,206	$64,311	25 Annual
25 Daily	$135.84	$299.12	25 Daily
25 Hourly	$16.98	$37.39	25 Hourly
25 Overtime	$25.47	$56.09	25 Overtime
26 Annual	$29,963	$66,513	26 Annual
26 Daily	$139.36	$309.36	26 Daily
26 Hourly	$17.42	$38.67	26 Hourly
26 Overtime	$26.13	$58.01	26 Overtime
27 Annual	$31,322	$68,783	27 Annual
27 Daily	$145.68	$319.92	27 Daily
27 Hourly	$18.21	$39.99	27 Hourly
27 Overtime	$27.32	$59.99	27 Overtime
28 Annual	$32,749	$71,208	28 Annual
28 Daily	$152.32	$331.20	28 Daily
28 Hourly	$19.04	$41.40	28 Hourly
28 Overtime	$28.56	$62.10	28 Overtime
29 Annual	$34,297	$73,720	29 Annual
29 Daily	$159.52	$342.88	29 Daily
29 Hourly	$19.94	$42.86	29 Hourly
29 Overtime	$29.91	$64.29	29 Overtime
30 Annual	$35,914	$76,437	30 Annual
30 Daily	$167.04	$355.52	30 Daily
30 Hourly	$20.88	$44.44	30 Hourly
30 Overtime	$31.32	$66.66	30 Overtime
HC Annual	$26,729		
HC Daily	$124.32		
HC Hourly	$15.54		
HC Overtime	$23.31		
HD Annual	$26,815		
HD Daily	$124.72		
HD Hourly	$15.59		
HD Overtime	$23.39		

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B4
2025-2026 10-MONTH (218 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
13 Annual	$27,102	$44,089	13 Annual
13 Daily	$124.32	$202.24	13 Daily
13 Hourly	$15.54	$25.28	13 Hourly
13 Overtime	$23.31	$37.92	13 Overtime
14 Annual	$27,189	$45,414	14 Annual
14 Daily	$124.72	$208.32	14 Daily
14 Hourly	$15.59	$26.04	14 Hourly
14 Overtime	$23.39	$39.06	14 Overtime
16 Annual	$27,451	$48,309	16 Annual
16 Daily	$125.92	$221.60	16 Daily
16 Hourly	$15.74	$27.70	16 Hourly
16 Overtime	23.61	$41.55	16 Overtime
17 Annual	$27,730	$49,844	17 Annual
17 Daily	$127.20	$228.64	17 Daily
17 Hourly	$15.90	$28.58	17 Hourly
17 Overtime	$23.85	$42.87	17 Overtime
18 Annual	$27,992	$51,466	18 Annual
18 Daily	$128.40	$236.08	18 Daily
18 Hourly	$16.05	$29.51	18 Hourly
18 Overtime	$24.08	$44.27	18 Overtime
19 Annual	$28,288	$53,210	19 Annual
19 Daily	$129.76	$244.08	19 Daily
19 Hourly	$16.22	$30.51	19 Hourly
19 Overtime	$24.33	$45.77	19 Overtime
20 Annual	$28,463	$54,989	20 Annual
20 Daily	$130.56	$252.24	20 Daily
20 Hourly	$16.32	$31.53	20 Hourly
20 Overtime	$24.48	$47.30	20 Overtime
22 Annual	$28,637	$58,913	22 Annual
22 Daily	$131.36	$270.24	22 Daily
22 Hourly	$16.42	$33.78	22 Hourly
22 Overtime	$24.63	$50.67	22 Overtime
23 Annual	$28,811	$61,006	23 Annual
23 Daily	$132.16	$279.84	23 Daily
23 Hourly	$16.52	$34.98	23 Hourly
23 Overtime	$24.78	$52.47	23 Overtime
24 Annual	$28,899	$63,081	24 Annual
24 Daily	$132.56	$289.36	24 Daily
24 Hourly	$16.57	$36.17	24 Hourly
24 Overtime	$24.86	$54.26	24 Overtime

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B4
2025-2026 10-MONTH (218 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
25 Annual	$29,614	$65,209	25 Annual
25 Daily	$135.84	$299.12	25 Daily
25 Hourly	$16.98	$37.39	25 Hourly
25 Overtime	$25.47	$56.09	25 Overtime
26 Annual	$30,381	$67,441	26 Annual
26 Daily	$139.36	$309.36	26 Daily
26 Hourly	$17.42	$38.67	26 Hourly
26 Overtime	$26.13	$58.01	26 Overtime
27 Annual	$31,759	$69,743	27 Annual
27 Daily	$145.68	$319.92	27 Daily
27 Hourly	$18.21	$39.99	27 Hourly
27 Overtime	$27.32	$59.99	27 Overtime
28 Annual	$33,206	$72,202	28 Annual
28 Daily	$152.32	$331.20	28 Daily
28 Hourly	$19.04	$41.40	28 Hourly
28 Overtime	$28.56	$62.10	28 Overtime
29 Annual	$34,776	$74,748	29 Annual
29 Daily	$159.52	$342.88	29 Daily
29 Hourly	$19.94	$42.86	29 Hourly
29 Overtime	$29.91	$64.29	29 Overtime
30 Annual	$36,415	$77,504	30 Annual
30 Daily	$167.04	$355.52	30 Daily
30 Hourly	$20.88	$44.44	30 Hourly
30 Overtime	$31.32	$66.66	30 Overtime
HC Annual	$27,102		
HC Daily	$124.32		
HC Hourly	$15.54		
HC Overtime	$23.31		
HD Annual	$27,189		
HD Daily	$124.72		
HD Hourly	$15.59		
HD Overtime	$23.39		

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B4
2025-2026 12-MONTH (260 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
13 Annual	$32,324	$52,583	13 Annual
13 Daily	$124.32	$202.24	13 Daily
13 Hourly	$15.54	$25.28	13 Hourly
13 Overtime	$23.31	$37.92	13 Overtime
14 Annual	$32,428	$54,164	14 Annual
14 Daily	$124.72	$208.32	14 Daily
14 Hourly	$15.59	$26.04	14 Hourly
14 Overtime	$23.39	$39.06	14 Overtime
16 Annual	$32,740	$57,616	16 Annual
16 Daily	$125.92	$221.60	16 Daily
16 Hourly	$15.74	$27.70	16 Hourly
16 Overtime	23.61	$41.55	16 Overtime
17 Annual	$33,072	$59,447	17 Annual
17 Daily	$127.20	$228.64	17 Daily
17 Hourly	$15.90	$28.58	17 Hourly
17 Overtime	$23.85	$42.87	17 Overtime
18 Annual	$33,384	$61,381	18 Annual
18 Daily	$128.40	$236.08	18 Daily
18 Hourly	$16.05	$29.51	18 Hourly
18 Overtime	$24.08	$44.27	18 Overtime
19 Annual	$33,738	$63,461	19 Annual
19 Daily	$129.76	$244.08	19 Daily
19 Hourly	$16.22	$30.51	19 Hourly
19 Overtime	$24.33	$45.77	19 Overtime
20 Annual	$33,946	$65,583	20 Annual
20 Daily	$130.56	$252.24	20 Daily
20 Hourly	$16.32	$31.53	20 Hourly
20 Overtime	$24.48	$47.30	20 Overtime
22 Annual	$34,154	$70,263	22 Annual
22 Daily	$131.36	$270.24	22 Daily
22 Hourly	$16.42	$33.78	22 Hourly
22 Overtime	$24.63	$50.67	22 Overtime
23 Annual	$34,362	$72,759	23 Annual
23 Daily	$132.16	$279.84	23 Daily
23 Hourly	$16.52	$34.98	23 Hourly
23 Overtime	$24.78	$52.47	23 Overtime
24 Annual	$34,466	$75,234	24 Annual
24 Daily	$132.56	$289.36	24 Daily
24 Hourly	$16.57	$36.17	24 Hourly
24 Overtime	$24.86	$54.26	24 Overtime

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B4
2025-2026 12-MONTH (260 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
25 Annual	$35,319	$77,772	25 Annual
25 Daily	$135.84	$299.12	25 Daily
25 Hourly	$16.98	$37.39	25 Hourly
25 Overtime	$25.47	$56.09	25 Overtime
26 Annual	$36,234	$80,434	26 Annual
26 Daily	$139.36	$309.36	26 Daily
26 Hourly	$17.42	$38.67	26 Hourly
26 Overtime	$26.13	$58.01	26 Overtime
27 Annual	$37,877	$83,180	27 Annual
27 Daily	$145.68	$319.92	27 Daily
27 Hourly	$18.21	$39.99	27 Hourly
27 Overtime	$27.32	$59.99	27 Overtime
28 Annual	$39,604	$86,112	28 Annual
28 Daily	$152.32	$331.20	28 Daily
28 Hourly	$19.04	$41.40	28 Hourly
28 Overtime	$28.56	$62.10	28 Overtime
29 Annual	$41,476	$89,149	29 Annual
29 Daily	$159.52	$342.88	29 Daily
29 Hourly	$19.94	$42.86	29 Hourly
29 Overtime	$29.91	$64.29	29 Overtime
30 Annual	$43,431	$92,436	30 Annual
30 Daily	$167.04	$355.52	30 Daily
30 Hourly	$20.88	$44.44	30 Hourly
30 Overtime	$31.32	$66.66	30 Overtime
HC Annual	$32,324		
HC Daily	$124.32		
HC Hourly	$15.54		
HC Overtime	$23.31		
HD Annual	$32,428		
HD Daily	$124.72		
HD Hourly	$15.59		
HD Overtime	$23.39		

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B5
2025-2026 12-MONTH (260 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
17 Annual	$32,324	$59,738	17 Annual
17 Daily	$124.32	$229.76	17 Daily
17 Hourly	$15.54	$28.72	17 Hourly
17 Overtime	$23.31	$43.08	17 Overtime
18 Annual	$32,428	$61,672	18 Annual
18 Daily	$124.72	$237.20	18 Daily
18 Hourly	$15.59	$29.65	18 Hourly
18 Overtime	$23.39	$44.48	18 Overtime
19 Annual	$32,532	$63,752	19 Annual
19 Daily	$125.12	$245.20	19 Daily
19 Hourly	$15.64	$30.65	19 Hourly
19 Overtime	$23.46	$45.98	19 Overtime
20 Annual	$32,636	$65,853	20 Annual
20 Daily	$125.52	$253.28	20 Daily
20 Hourly	$15.69	$31.66	20 Hourly
20 Overtime	$23.54	$47.49	20 Overtime
21 Annual	$32,740	$68,100	21 Annual
21 Daily	$125.92	$261.92	21 Daily
21 Hourly	$15.74	$32.74	21 Hourly
21 Overtime	$23.61	$49.11	21 Overtime
22 Annual	$32,864	$70,492	22 Annual
22 Daily	$126.40	$271.12	22 Daily
22 Hourly	$15.80	$33.89	22 Hourly
22 Overtime	$23.70	$50.84	22 Overtime
23 Annual	$33,488	$73,029	23 Annual
23 Daily	$128.80	$280.88	23 Daily
23 Hourly	$16.10	$35.11	23 Hourly
23 Overtime	$24.15	$52.67	23 Overtime
24 Annual	$35,007	$75,463	24 Annual
24 Daily	$134.64	$290.24	24 Daily
24 Hourly	$16.83	$36.28	24 Hourly
24 Overtime	$25.25	$54.42	24 Overtime
25 Annual	$36,608	$77,980	25 Annual
25 Daily	$140.80	$299.92	25 Daily
25 Hourly	$17.60	$37.49	25 Hourly
25 Overtime	$26.40	$56.24	25 Overtime
26 Annual	$38,272	$80,663	26 Annual
26 Daily	$147.20	$310.24	26 Daily
26 Hourly	$18.40	$38.78	26 Hourly
26 Overtime	$27.60	$58.17	26 Overtime

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE B5
2025-2026 12-MONTH (260 DAYS)
EFFECTIVE 7/1/2025

PAY GRADE	MINIMUM	MAXIMUM	PAY GRADE
27 Annual	$40,020	$83,429	27 Annual
27 Daily	$153.92	$320.88	27 Daily
27 Hourly	$19.24	$40.11	27 Hourly
27 Overtime	$28.86	$60.17	27 Overtime
28 Annual	$41,850	$86,320	28 Annual
28 Daily	$160.96	$332.00	28 Daily
28 Hourly	$20.12	$41.50	28 Hourly
28 Overtime	$30.18	$62.25	28 Overtime
29 Annual	$43,805	$89,336	29 Annual
29 Daily	$168.48	$343.60	29 Daily
29 Hourly	$21.06	$42.95	29 Hourly
29 Overtime	$31.59	$64.43	29 Overtime
30 Annual	$45,719	$92,664	30 Annual
30 Daily	$175.84	$356.40	30 Daily
30 Hourly	$21.98	$44.55	30 Hourly
30 Overtime	$32.97	$66.83	30 Overtime

SCHEDULED ANNUAL SALARIES ARE BASED ON 260 DAYS. EMPLOYEES WITH FEWER DAYS EARN PROPORTIONALLY LESS.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
AFSCME, LOCAL 1184 SALARY SCHEDULE U3
2025-2026 10 MONTHS (191 DAYS)
Effective 7/1/2025

PAY GRADE		MAXIMUM	PAY GRADE
BA ANNUAL	$20,777	$33,305	BA ANNUAL
BA DAILY	$108.78	$174.37	BA DAILY
BA HOURLY	$15.54	$24.91	BA HOURLY
BA OVERTIME	$23.31	$37.37	BA OVERTIME
01 ANNUAL	$22,342	$43,774	01 ANNUAL
01 DAILY	$116.97	$229.18	01 DAILY
01 HOURLY	$16.71	$32.74	01 HOURLY
01 OVERTIME	$25.07	$49.11	01 OVERTIME
02 ANNUAL	$22,903	$45,753	02 ANNUAL
02 DAILY	$119.91	$239.54	02 DAILY
02 HOURLY	$17.13	$34.22	02 HOURLY
02 OVERTIME	$25.70	$51.33	02 OVERTIME
HB ANNUAL	$22,342		
HB DAILY	$116.97		
HB HOURLY	$16.71		
HB OVERTIME	$25.07		

GENERAL LABOR, CRAFT AND TECHNICAL JOBS
SALARY INCENTIVES

CODE	DESCRIPTION	ANNUAL AMOUNT
AUTOMOBILE SERVICE EXCELLENCE - $.30/HOUR/TEST		
ASE1	Automobile Service Excellence Certification (1)	$ 624
ASE2	Automobile Service Excellence Certification (2)	1,248
ASE3	Automobile Service Excellence Certification (3)	1,872
ASE4	Automobile Service Excellence Certification (4)	2,496
ASE5	Automobile Service Excellence Certification (5)	3,120
ASE6	Automobile Service Excellence Certification (6)	3,744
ASE7	Automobile Service Excellence Certification (7)	4,368
ASE8	Automobile Service Excellence Certification (8)	4,992
ASE9	Automobile Service Excellence Certification (9)	5,616
ASF0	Automobile Service Excellence Certification (10)	6,240
ASF1	Automobile Service Excellence Certification (11)	6,864
ASF2	Automobile Service Excellence Certification (12)	7,488
ASF3	Automobile Service Excellence Certification (13)	8,112
ASF4	Automobile Service Excellence Certification (14)	8,736
STATE CUSTODIAN CERTIFICATION - $.26/HOUR/CERTIFICATION		
SC10	State Custodian Certification (10-month)	$437
SC11	State Master Custodian Certification (10-month)	874
SC12	State Custodian Certification (12-month)	541
SC13	State Master Custodian Certification (12-month)	1,082
HAZARDOUS DUTY PAY - $1.25/HOUR		$2,600
SHIFT DIFFERENTIAL		
B410	Shift Differential - 2nd Shift (10-month) - $.40/hour	$672
B422	Shift Differential - 2nd Shift (12-month) - $.40/hour	832
B433	Shift Differential - 3rd Shift - $.45/hour	936

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Anti-Discrimination Policy

The School Board of Miami-Dade County, Florida adheres to a policy of nondiscrimination in employment and educational programs/activities and strives affirmatively to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964, as amended - prohibits discrimination on the basis of race, color, and national origin, including actual or perceived shared ancestry or ethnic characteristics, or citizenship or residency in a country with a dominant religion or distinct religious identity.

Title VII of the Civil Rights Act of 1964, as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin.

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex. M-DCPS does not discriminate on the basis of sex in any education program or activity that it operates as required by Title IX. M-DCPS also does not discriminate on the basis of sex in admissions or employment.

Age Discrimination Act of 1975 - prohibits discrimination based on age in programs or activities.

Age Discrimination in Employment Act of 1967, as amended (ADEA) - prohibits discrimination on the basis of age with respect to individuals who are at least 40 years old.

The Equal Pay Act of 1963, as amended - prohibits gender discrimination in the payment of wages to women and men performing substantially equal work in the same establishment.

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against qualified students with disabilities.

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations, and telecommunications.

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons.

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions.

Florida Educational Equity Act (FEEA) - prohibits discrimination on the basis of race, color, sex, gender, national origin, religion, marital status, or disability in public education.

Florida Civil Rights Act of 1992 - secures all individuals within the state freedom from discrimination because of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.

Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) - prohibits discrimination against employees or applicants because of genetic information.

Boy Scouts of America Equal Access Act of 2002 – No public school shall deny equal access to or a fair opportunity for groups to meet on school premises or in school facilities before or after school hours or discriminate against any group officially affiliated with Boy Scouts of America or any other youth or community group listed in Title 36 as a patriotic society.

Veterans are provided re-employment rights in accordance with 38 U.S.C. § 4312 (Federal Law) and Section 295.07 (Florida Statutes), which stipulate categorical preferences for employment.

In Addition:
School Board Policies 1362, 3362, 4362, and 5517 - Prohibit harassment and discrimination against students, employees, or applicants on the basis of age, citizenship status, color, disability, ethnic or national origin, FMLA, gender, gender identity, genetic information, linguistic preference, marital status, political beliefs, pregnancy, race, religion, sexual harassment, sexual orientation, social and family background, and any other legally prohibited basis. Retaliation for engaging in a protected civil rights activity is also prohibited.

For additional information about Title IX or any other discrimination/harassment concerns, contact the U.S. Department of Education Assistant Secretary for Civil Rights and/or:

Office of Civil Rights Compliance (CRC)
District Director/Title IX Coordinator
155 NE 15th Street, Suite P104E
Miami, Florida 33132
Phone: (305) 995-1580 TDD: (305) 995-2400
Email: crc@dadeschools.net
Website: https://tinyurl.com/MDCPS-CRC

For additional information on Section 504 of the Rehabilitation Act of 1973 or any other student disability concerns contact:

Department of Exceptional Student Education
1501 NE 2nd Ave, Suite 407
Miami, Florida 33132
Phone: (305) 995-2037 TDD: (305) 995-2400
Email: ese@dadeschools.net
Website: https://ese.dadeschools.net

Rev. 06/2025