

FPSU - Base

In the event of any conflict(s) with School Board Policy, ratified agreement provision(s) shall prevail.

Schedules / Groups Included Under FPSU

Bargaining Group: FPSU - Florida Public Services Union

Current Contract Period: January 1, 2009 - December 31, 2011

Covered Employees: Approximately 4700

Voluntary dues deduction through automatic payroll: \$100 annually

12 month schedule

196 days 8 hours per day

196 days 6 hours per day

182 days 8 hours per day

182 days 6 hours per day

There are smaller groups on 180, 187, 190 and 206 day schedules. See Jobs Table for details.

Employees on duty day schedule of 187 days or less annually receive 22 payroll payments.

Employees on duty day schedule of 190 days or more annually receive 26 payroll payments.

Group B - Regular

In general, includes Custodians, Skilled Trades Workers, Food Service Personnel, Bus Drivers and Bus Attendants.

Group D - Paraprofessional

In general, includes Paraprofessional II's, Child Development Associates I and II, Hearing Impaired Interpreters, and Language Translators.

Group F - Supervisory

In general, includes Lead Workers and Supervisory Skilled Trades Staff.

Entry Level Pay (B,D,F)

Starting pay is step 1 unless Superintendent authorizes higher based on training & experience.

Non-12 month employees that work during the summer break shall receive the same rate of regular pay that they were receiving immediately preceding the summer assignment (provided summer assignment job is the same or similar to contract period assignment job).

Exceptions to Entry Level Pay Policy (B,D,F)

31070	Bus Attendant	Step 6	31690	Lead Custodian	Step 3	
33190	Bus Driver I	Step 6	31030	Lunchroom Aide	Step 3	
31590	Custodian	Step 5	Varies	Mechanic, Transp	Step 8	(I, II, Master)
31600	Cust. Foreperson I	Step 5	83560	HVAC Technician	Step 4	
31620	Cust. Foreperson II	Step 3	83160	Plumber	Step 4	

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Probationary Period (B,D,F)

All newly hired or rehired employees are subject to a probationary period of ninety (90) work days. Prior to completion of 90 days, an employee may be discharged without recourse. A probationary employee is not eligible for any type of leave except accrued sick leave or short term unpaid leave (due to illness) not to exceed five (5) days. Upon completion of the probationary period, an employee's status changes to continuous employment and remains continuous. In the event the Superintendent seeks termination of a continuous employee, such termination shall be in accordance with the FPSU bargaining agreement's Progressive Discipline provisions.

Promotions / Lateral Reassignments (B,D,F)

Promotion or reclassification to a higher level position shall result in a minimum 5% increase to the employee's annualized base pay, including any leadership supplement received in the previous position. Or pay shall be adjusted up to new range minimum, whichever is greater. Hourly rate remains the same when transferring to a different position under the same job title. Hourly rate also remains the same when transferring to a different title with no change in level.

Promotion Probation (B,D,F)

When promoted to a higher level classification, employee shall be subject to a 90 work day probationary period in the new position. The District will provide employee with written feedback regarding their conduct / performance during the probationary period. During the probationary period, the District or the employee may cancel the promotion for any or no reason and such decision will not be grievable. In this event:

- 1) If the original position is no longer available, employee will be assigned a position of the same trade / salary / benefits level prior to the promotion, but possibly at another location.
- 2) If the same position is not available in any location, s/he will be assigned a position at the same salary / benefits level prior to the promotion.

If the employee is assigned as provided in #2, and their original lower level position becomes available, the employee has a one-time option to return to that position provided the original position becomes available within 12 months of the date employee vacated the promotion.

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Voluntary Transfer to Lower Level Position (B,D,F)

With the District's approval, an employee may voluntarily-accept an assignment to a lower level position previously held. The employee will be placed on the same step held in the previous lower level position.

With the District's approval, an employee may voluntarily transfer to a lower level position not previously held. In such event, their salary shall be placed on the same step number held in the voluntarily vacated higher level position matching the same step number on the lower pay scale.

Involuntary Reassignment to Lower Level Position (B,D,F)

When an employee is involuntarily reassigned to a lower level position for a reason other than reduction in force, for performance, or as a result of a disciplinary action, the employee's rate of pay shall remain the same provided the employee's rate of pay does not exceed the maximum pay step of the lower level position. In the event the employee is reinstated to the higher level position within 12 months, the employee's rate of pay will not be less than the rate of pay s/he previously received when involuntarily reassigned to the lower level position. If 12 months or more have elapsed, then the assignment to the higher level position shall be treated as a new promotion, which shall be minimum 5% and up to the nearest step in the new range, or the new pay range minimum of the higher level position, whichever is greater.

Maximum Step Rule (B,D,F)

Through collective bargaining, FPSU and the District may agree upon granting of step increases. Only employees with overall satisfactory performance will be eligible for step increases, provided they are not already at or over the maximum step of the assigned pay scale. Any employee at or beyond the maximum step of the pay scale shall have their salary frozen and red-lined. Employees may not be granted any type of pay increase that would cause their salaries to be placed outside the pay range of the assigned pay scales. (All step increases are collectively bargained and should therefore not be considered automatic.)

Break-In-Service Rule (B,D,F)

Employees who resign in good standing and are rehired within eighteen (18) months into a position in the same grade as the one previously held may be rehired either at their former rate, grade and step, or the new minimum, whichever is greater. A rehired employee that has greater than eighteen (18) months separation from the District shall be treated as a new employee.

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Summer School (Special Session)

Non-12 month employees that work during the summer break shall receive the same rate of regular pay that they were receiving immediately preceding the summer assignment (provided that s/he was working the same job classification or classification series at the time).

Overtime (B,D,F)

Employees shall be eligible for overtime pay or compensatory time for hours worked in excess of 40 hours in one work week at the rate of 1.5 times their regular rate of pay. For purposes of computing overtime, authorized compensable leave shall be considered as time worked. Hours at mandatory meetings causing the workweek to exceed 40 hours shall be paid the overtime rate.

Custodian Foreperson Assignment Level

Assignment to the Custodian Foreperson job series is determined according to an allocation formula: Total square footage of the permanent interior of the assigned facility plus the total square footage of the covered walkways.

less than 49,999	Foreperson I
50,000 to 99,999	Foreperson II
100,000 to 169,999	Foreperson III
170,000 to 289,999	Foreperson IV
290,000 and up	Foreperson V

Annual Leave (B,F)

12 Month Employees Only

Less than 5 years, leave accrues at the rate of 1 day per month (total 12)

5 years < 10, leave accrues at the rate of 1.25 days per month (total 15)

10 years or more, leave accrues at the rate of 1.5 days per month (total 18)

Annual leave is maintained on an hourly basis and can be used in 1 hour increments.

Maximum leave accrual is capped at 62.5 days as of June 30 for each fiscal year.

Leave requests in excess of 39 hours must be submitted at least 2 weeks in advance.

Accrued unused leave in excess of 62.5 days as of June 30 each year shall be forfeited.

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Personal Leave (D)

Allowable 6 days per year, charged to sick leave, provided that such leave is not cumulative.

- a. Except in extenuating circumstances, should request Personal Leave 24 hours in advance.
- b. Personal leave shall not be approved for any day immediately before or after a holiday, except for emergencies, bereavement, religious day, or to attend immediate family member's graduation.
- c. When misuse of personal leave is suspected, the District may investigate / require verification.

Sick Leave (B,D,F)

Allowable for personal illness and bereavement of immediate/close family member.

Both full- and part-time employees are granted 4 days at the beginning of the contract year.

Example: Employee on a 6 hour workday is granted 24 hours (6 hours x 4 days = 24)

Earns 1 day per month thereafter, provided employee has 11 paid status days that month.

Sick leave is cumulative from year to year with no maximum cap on amount allowed to accrue.

Employees earn 1 sick day for summer school, provided they work 11 or more days.

Employees that experience a change in duty days basis will have their sick leave converted.

Leave balance for part-time is converted to full-time, e.g., 2 part-days = 1 full day sick leave.

Leave balance for full-time is converted to part-time, e.g., 1 full day sick leave = 2 part-days.

Sick leave is maintained on an hourly basis and is charged in no less than 1 hour increments.

Credit for Out-of-County Sick Leave - employees can transfer sick leave from other FRS agencies provided that at least 1/2 of their cumulative leave will be established at the District.

The District may require a doctor's statement to verify illness.