

The Collective Bargaining Agreement

Between

THE PALM BEACH COUNTY SCHOOL DISTRICT

And

**THE ASSOCIATION OF EDUCATIONAL
SECRETARIES**

and

OFFICE PROFESSIONALS (AESOP)



July 1, 2009 – December 31, 2011

The School Board of Palm Beach County, Florida



Monroe Benaim, M.D.
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District 2

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District 5

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District 6

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District 7

Arthur C. Johnson, Ph.D.
Superintendent of Schools

District Bargaining Team



James Hayes, Jr., Chief Negotiator
Van V. Ludy, Co-Chief Negotiator
Judy L. Davis, Executive Secretary

Pat Kaupe, Director, Recruitment & Retention

Melinda Wong, Director, Customer Relations

Lorri Barefoot, H/R Specialist, Compensation & H/R Planning

Barbara Terembes, Administrative Director, Compliance/Special Projects

Shirley Knox, Director, Budget Services

Kathleen Orloff, Principal, Santaluces High School

Denise O'Connor, Principal, Palm Springs Elementary School

Association of Educational Secretaries and Office Professionals (AESOP) Bargaining Team

Angela Barnes, School Secretary, L. C. Swain Middle School

Vanessa Ferrell, Secretary, Non-Confidential, Assessment

Judy Lerro, Secretary II, Non-Confidential, Research & Evaluation

Joanne Schrank, Accounting Clerk IV, Purchasing Department

Susan Pell, Secretarial Clerk, Boynton Beach High School

Peggy McKeefry, Statistical Analyst, Performance/Accountability

Matt Mierzwa, Esquire

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I	2
SECTION A - DEFINITIONS	2
SECTION B - RECOGNITION.....	3
SECTION C - NEGOTIATIONS.....	5
SECTION D - MANAGEMENT RIGHTS.....	5
SECTION E - COOPERATION.....	5
ARTICLE 2 - GRIEVANCE PROCEDURE	7
ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES	10
SECTION A - WORK YEAR AND WORKING HOURS	10
SECTION B - PERSONNEL PROCEDURES.....	12
SECTION C - PROGRESSIVE DISCIPLINE.....	20
SECTION D - EMPLOYEE PROTECTION.....	21
SECTION E - MISCELLANEOUS.....	22
ARTICLE 4 - LEAVE	25
SECTION A - ANNUAL LEAVE	25
SECTION B - SICK LEAVE	26
SECTION C - MATERNITY LEAVE/RECOVERY	29
SECTION D - CHILD CARE LEAVE/UNPAID	29
SECTION E - JURY DUTY LEAVE.....	30
SECTION F - WITNESS SERVICE	30
SECTION G - MILITARY LEAVE.....	30
SECTION H - POLITICAL LEAVE	31
SECTION I - HOLIDAYS	31
SECTION J - RELIGIOUS HOLIDAY OBSERVANCE	31
ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES	32
SECTION A - RIGHTS OF EMPLOYEES.....	32
SECTION B - ASSOCIATION PROFESSIONAL LEAVE.....	33
SECTION C - DUES DEDUCTION.....	34
SECTION D - PAYROLL DEDUCTION	35
SECTION E - ACCESS TO FULTON-HOLLAND EDUCATIONAL SERVICES CENTER	35
ARTICLE 6 - COMPENSATION AND BENEFITS	36
SECTION A - PAY SCHEDULE.....	36
SECTION B - HEALTH INSURANCE	40
SECTION C - INCENTIVE AWARDS	46
SECTION D - IN COUNTY TRAVEL.....	48
SECTION E - EMPLOYEE ASSISTANCE PROGRAM (EAP).....	48

APPENDICES 52
APPENDIX A - PERFORMANCE-BASED SALARY SCHEDULE..... 52
APPENDIX B - MEMORANDUM OF UNDERSTANDING (FINGER PRINTING)..... 57
APPENDIX C - LISTING OF ASSOCIATION BARGAINING UNIT POSITIONS.....58
APPENDIX D - GRIEVANCE FORM.....63

PREAMBLE

The terms and conditions as set forth herein are effective upon Association ratification and Board approval and will stay in effect until December 31, 2011, unless otherwise mutually agreed upon in writing by the parties. Only if specifically stated will provisions be retroactive to January 1, 2009.

Unless provided elsewhere in this Agreement, no other changes or modifications shall be made to this Agreement except that each party has the option to reopen the Agreement as follows:

- A. In the first year of this Agreement (2009), each party may reopen Article 6, Section A 1- Pay Schedule plus Appendix A and three additional Sections each to negotiate to be effective January 1, 2010 unless another date(s) is/are mutually agreed to by the parties. Also in the first year of this Agreement (2009), the parties may reopen Article 6, Section B pursuant to any operative re-opener language contained therein in coalition bargaining with other recognized employee organizations representing employees of the District.
- B. In the second year of this Agreement (2010), each party may reopen Article 6, Section A 1- Pay Schedule plus Appendix A and three additional Sections each to negotiate to be effective January 1, 2011 unless another date(s) is/are mutually agreed to by the parties. Also in the second year of this Agreement (2010), the parties may reopen Article 6, Section B pursuant to any operative re-opener language contained therein in coalition bargaining with other recognized employee organizations representing employees of the District.
- C. The parties agree that nothing herein prohibits the opening of negotiations in 2011 for a successor Agreement prior to the expiration of this Agreement, or from exercising any operative re-opener language contained in Article 6, Section B through coalition bargaining with other recognized employee organization representing employees of the District.

The Association and the District reserve all legal rights accorded them pursuant to Chapter 447, Florida Statutes, relating to acceptance, modification or rejection of proposals.

ARTICLE I

SECTION A - DEFINITIONS

1. EMPLOYEE - All personnel approved by the Public Employees Relations Commission (PERC) to be members of the bargaining unit.
2. SUPERVISOR - The employee's immediate supervisor, school principal/department director or his/her designee.
3. ASSOCIATION - The Palm Beach County Association of Educational Secretaries and Office Professionals (AESOP) (the bargaining unit), its officers and its agents. (Also see "12. AESOP" below)
4. BOARD or DISTRICT - The School Board of Palm Beach County, Florida, its elected officials, administrative officers or agents.
5. SUPERINTENDENT - The Superintendent of Schools of Palm Beach County, Florida, or his/her designee.
6. PUBLIC EMPLOYEES RELATIONS ACT (PERA) - Florida Statutes 447, Part II, Chapter 74-100.
7. PUBLIC EMPLOYEES RELATIONS COMMISSION (PERC) - The Commission created pursuant to F.S. 447.205
8. YEAR OF SERVICE - That sum of compensated duty days which exceeds one-half (1/2) of the employee's term of appointment.
9. DAY - Unless otherwise specified in this agreement, "day" shall mean an employee work day.
10. AGREEMENT - Reference to this collective bargaining agreement.
11. 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 that pertain to wages, hours of work, and terms and conditions of employment.
12. AESOP – The bargaining agent recognized by the public employer and certified by PERC as designated or selected by a majority of public employees as their representative for purposes of collective bargaining. (Also see "3. Association" above.)

SECTION B - RECOGNITION

1. The Association acknowledges and recognizes the Board as the duly elected representative of the people of Palm Beach County, Florida, and the legally constituted authority responsible for the operation of the District.
2. The Board recognizes the Association as the exclusive bargaining agent for employees in positions listed in Appendix C of this Agreement and any additional positions mutually approved to be in the AESOP bargaining unit.
3. Any position created or any change in title of any position shall not result in such position being excluded from the AESOP unit, except in the instance such position is proposed by the School Board or the Superintendent of Schools to be managerial or confidential within the meaning of the PERA. The Association President and Chief Negotiator will be notified of such proposals at least ten (10) days before Board approval.

ARTICLE I

SECTION C – NEGOTIATIONS

1. Procedure

- (a) In the year in which this agreement is to expire or when there are re-openers, the parties agree to negotiate a successor agreement or to negotiate modifications pursuant to those re-openers in accordance with the procedures set forth by the PERA.
- (b) Both the Board and the Association agree to negotiate in good faith. Upon receipt of a written request during negotiations identifying each specific document desired by the Association, the Board shall make available such documents as defined by Chapter 119, Florida Statutes.
- (c) Consultants may be called upon by either party at their own expense and utilized in the negotiations of any matter considered by the parties. Neither party will attempt to exert any control over the other's selection of its representatives.
- (d) No adverse action of any kind shall be taken by the Superintendent, the Board, its agents or by any member of the Administration, against any member of the bargaining unit, the Association, or its agents; or nor shall any adverse action of any kind be taken by any member of the bargaining unit, the Association, or its agents against the Superintendent, the Board, its agents, or any member of the Administration by reason of participation in negotiations. The filing and pursuing of an Unfair Labor Practice (ULP) charge or taking legal action shall not be construed as taking adverse action.
- (e) The Board and the Association agree to negotiate through their respective designated negotiation representatives those items which are proper subjects of bargaining as provided by law.
- (f) At the first meeting, to be determined by mutual agreement, both parties agree to exchange complete written proposals of all items to be negotiated unless otherwise mutually agreed. All items in the current Agreement shall automatically be considered as items on the table. Items in the Agreement on which the parties continue to agree, shall be initialed as tentative agreement. Thereafter, parties agree to meet at reasonable times and places. Meeting times shall be agreed upon by the negotiating teams as may be necessary. Meetings, by mutual agreement, shall be scheduled during the normal work day whenever possible; and release time without loss of pay shall be arranged when meetings are held during the regular work day. The parties may also mutually establish ground rules for these negotiations.
- (g) Both negotiating teams involved in negotiations shall be empowered to reach a tentative agreement without having to refer each proposal back to the Association or the Board. This provision does not prohibit either negotiating team from seeking direction from the party it represents.
- (h) Either party may declare impasse as provided under the PERA. Impasse shall be resolved as provided by the PERA.
- (i) When a tentative agreement is reached between representatives of the parties, it shall then be made in

ARTICLE I

SECTION C- NEGOTIATIONS (cont'd)

writing and presented as a total package to the Association for ratification and then to the Board for adoption. When ratified by the Association and adopted by the Board, the agreement shall be executed by the Chairman of the Board and Superintendent on behalf of the Board, and by the President of the Association and its Chief Negotiator on behalf of the Association, and said document shall become the comprehensive agreement between the Board and the Association.

2. Providing a Copy of the Agreement

A copy of this agreement shall be posted on the District's website under the Department of Labor Relations as soon as possible, but not later than twenty (20) work days after the agreement is signed. All administrators will be requested to inform bargaining unit employees covered by this Agreement where it can be located on the District's website.

Each new employee who is represented by the Association shall be informed where he/she can locate a copy of the Agreement on the District's website at the time of employment. At the option of the Association, a hard copy of the Agreement may be printed and distributed to employees in the bargaining unit at Association expense. If requested by the Association and upon receipt of copies of the Agreement provided by the Association, the District will distribute one copy to each new employee who is a member of the Association's bargaining unit at the time of employment.

3. Miscellaneous

(a) The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not prohibited by law or by the PERC from the scope of collective bargaining, and that the understandings agreed to by the parties after exercise of that right and opportunity, are set forth and solely embodied in this Agreement.

The Board and the Association agree, therefore, that the other shall not be obligated to negotiate or bargain with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

(b) The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment executed according to the provisions of this Agreement except as may be provided by law.

(c) If any provision of this Agreement is found to be contrary to law, then only said provision shall be deemed invalid. The invalidated provision may be re-negotiated by mutual agreement and any change, modification or amendment must be in writing. Unless otherwise agreed to by the parties, the maximum time limit to re-negotiate the invalidated provision is fifteen (15) duty days from the date of receipt of the initial written request from either party.

ARTICLE I

SECTION C – NEGOTIATIONS (cont'd)

If an Agreement is not reached within the fifteen (15) duty days allotted or any alternative deadline mutually agreed to by the parties, then impasse may be declared and the PERA rules for resolution of impasse (447.012) shall be applied.

This Agreement shall supersede any rules, regulations, or practices of the Board, promulgated and adopted by the Board, which are in direct conflict with the terms or conditions contained herein.

4. Prohibition of Strikes

- (a) The Association agrees not to engage in a concerted failure to report to duty; a concerted absence of employees from their positions; a concerted stoppage of work by employees; a concerted submission of resignations by employees; a concerted abstinence in whole or in part by any group of employees from the full 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 participating in a deliberate and concerted course of conduct which adversely affects the services to the public employer; a concerted failure of employees to report to work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage.
- (b) If a Circuit Court determines that an employee, employees, or a group of employees has engaged in a strike, as defined in Paragraph (a), above, pursuant to 447.507, Florida Statute, such employee or group of employees shall be subject to disciplinary action up to and including discharge.
- (c) In the event of a strike or work stoppage, as defined in (a), the President of the Association shall promptly and publicly disavow such strike and work stoppage and order the employees to return to work and attempt to bring about a prompt resumption of normal operations. The Association's President shall notify the Board within 24 hours of the President's knowledge of the commencement of such strike and what measures it has taken to comply with the provisions of this section.

SECTION D - MANAGEMENT RIGHTS

- 1. The rights, powers, duties, and responsibilities granted to the Board, the Superintendent, the Principals, and other administrative personnel, by the U.S. Constitution, the laws of the State of Florida, and the actions and regulations of the State Board of Education, and any amendments thereto, and hereby specifically reserved by the parties to this agreement. These reservations shall not be used to limit the scope of negotiations defined herein. An alleged violation of the above shall be subjected to the grievance procedure unless otherwise specified in this agreement.
- 2. The Board and the Association agree that the Board has, and retains unaltered, its legal right to select, assign, reassign, relocate or discipline any of its employees, as it deems appropriate, to carry out its mission under the law and State Board of Education Regulations, unless otherwise specifically enumerated herein.

SECTION E - COOPERATION

- 1. The parties agree that the President of the Association or her/his designee(s) and the Superintendent or her/his designee(s), will meet at a reasonable time and frequency, not less than once a month, unless otherwise agreed,

ARTICLE I

SECTION E –COOPERATION (cont'd)

to discuss topics of mutual concern.

2. The parties agree to involve Association representation and input on topics that are of common interest. This may be accomplished through representation on District committees, joint committees or requests for input from the Association.

ARTICLE 2 - GRIEVANCE PROCEDURE

1. Definitions

- (a) A grievance is an allegation of a violation, misapplication or a misinterpretation of any of the terms and conditions of employment as set forth in this Agreement.
- (b) The term member includes any individual or group of individuals within the bargaining unit covered by this Agreement.
- (c) The term day when used in this procedure, shall be workdays (Monday through Friday excluding holidays and other days when employees are not scheduled to work).
- (d) A grievant is the person affected by the misapplication or misinterpretation of this agreement.
- (e) It is agreed and understood that Association Representatives may, without loss of pay, with prior approval of the immediate supervisor, process grievances. The supervisor's approval shall not be unreasonably withheld. It is further agreed and understood that Association Representatives shall process grievances in such a manner as not to disrupt normal School Board operations and activities.

2. Purpose

The purpose of this grievance procedure is to settle equitably, at the lowest possible level, issues which may arise from time to time with respect to misapplications or misinterpretations of the provisions of this Agreement.

3. Procedure

- (a) Time Limit - The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by each party or by the representatives designated by each party.
- (b) Level One - A person who chooses to initiate this procedure shall do so in the following manner:
 - (1) Following the grievant's awareness of a grievable event or incident, the grievant shall discuss the matter informally with his/her immediate supervisor.
 - (2) In the event the matter is not resolved informally, the grievant/Association may file a formal grievance on the form (see Appendix D) prescribed by the Department of Labor Relations as soon as possible and no more than twenty (20) days following the grievant's knowledge or awareness of the incident which is the basis of the grievance.
 - (3) Within ten (10) days of the receipt of the formal written grievance, the supervisor shall arrange a meeting between himself/herself, the grievant and, if either party desires, their representative(s). A written answer to the grievance shall be given to the grievant, or the grievant's representative(s), if applicable, within ten (10) days after the meeting.
- (c) Level Two - If the grievant is not satisfied at Level One, he/she may transmit the grievance to his/her Department Head or to the Area Superintendent by filing written notice within ten (10) working days of the

ARTICLE 2 - GRIEVANCE PROCEDURE (cont'd)

receipt of the response at Level One; however, if the Department Head was the immediate supervisor at Level One, the Level Two Grievance is to be filed with the Department Head's immediate supervisor. A meeting between the grievant's Department Head (or designee) or the Department Head's immediate supervisor (or designee), or the Area Superintendent (or designee) and the grievant shall take place within ten (10) days following the receipt of such notice to the grievant's Department Head (or the Department Head's immediate supervisor) or Area Superintendent. The District's written decision shall be transmitted to the grievant or representative, if applicable, within ten (10) days after the meeting.

- (d) Level Three - If the grievant and/or the Association is/are not satisfied with the disposition of the grievance at Level Two, or if no disposition ~~has been~~ was made within twenty (20) days from receipt of the Level Two grievance, the grievance may be submitted by the grievant and/or by the Association to arbitration before an impartial arbitrator, using the Federal Mediation and Conciliation Services (FMCS). The grievant, at his/her option, or the Association shall give written notice to the Department of Labor Relations of the grievant's or Association's intent to proceed to arbitration within twenty (20) days following the receipt of the disposition at Level Two.

If the District does not agree within ten (10) days of receipt of the written notice that the matter is arbitrable, the District shall notify the Grievant and the Association, in writing, that it disagrees as to the arbitrability of the grievance. The parties agree that in such an instance, an arbitrator will be selected, according to the rules of FMCS, to determine solely the question of arbitrability. If there is no objection by either party to the arbitrability of the grievance, and the above-mentioned procedure has been fully complied with, or results in a determination that the grievance is arbitrable, the parties shall proceed to arbitrate the grievance.

The District and the Association/grievant agree to make available, upon specific written request to the other, such information as is necessary to effectively process grievances. The cost of gathering the information shall be borne by the requesting party in accordance with Florida Statutes. Requests for such information shall allow a reasonable time prior to the Level ~~II~~ three hearing (except that if the arbitration hearing is to determine arbitrability, then a reasonable time before a hearing is set for the purpose) for collection of requested information. The ~~Board~~ District and the Association/grievant shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence which has been specifically requested by the opposite party but which was not previously disclosed to the requesting party.

If the parties cannot mutually agree to an arbitrator within seven (7) days of the receipt of the list of arbitrators from FMCS, then the arbitrator will be selected by FMCS in accordance with its rules. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of the Agreement. The arbitrator will conduct a hearing, shall render his/her decision in writing within (30) days after the close of the arbitration hearing and shall furnish a copy to the Association/grievant and the District. ~~Both~~ The parties agree that the decision of the arbitrator shall be final and binding on all parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association unless the Association has elected to withdraw or not to support the grievance and so notifies all parties in writing. In this case, the fees and expenses of the arbitrator shall be shared equally by the District and the grievant. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

- (e) Other provisions relating to the Grievance Procedure.

(1) No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason
ARTICLE 2 - GRIEVANCE PROCEDURE (cont'd)

of such participation.

- (2) If the Association decides to withdraw or not to support the grievance, the individual grievant may continue to process the claim on his/her own, so long as all costs are borne by that individual.
- (3) All documents, communications and records dealing with processing of a grievance shall be filed in a separate grievance file and shall not be kept in the official personnel file of any of the participants unless otherwise required by law.
- (4) Nothing in this agreement shall prevent the Association or an individual grievant from withdrawing the grievance claim at any step of the process. A grievance, once withdrawn, may not be reopened without mutual written agreement between the District and the Association.
- (5) The time limits provided in this agreement shall be strictly observed unless extended by written agreement of both parties. Failure of the grievant to proceed with his/her grievance within the time hereinbefore provided shall result in the dismissal of the grievance. Failure of the District or its representative(s) to take the required action within the time provided shall entitle the grievant to proceed to the next step of this Grievance Procedure.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION A - WORK YEAR AND WORKING HOURS

1. Workweek

The basic workweek shall consist of forty (40) hours unless otherwise specified by the District. Where practical, to accomplish the mission of the District, the workweek should be scheduled in five (5) or fewer consecutive workdays. During the normal workday, hours shall be scheduled consecutively. The District shall establish the basic workday, workweek, work year and the hours of work best suited to meet the needs of the Department and to provide superior service to the District. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours per day or days per week to be worked except as provide herein.

Unless stated otherwise herein, the District will have the right to reduce the number of work hours in a workday and/or the number of workdays in an Association represented employee's contract year during a fiscal year only for one of the following two (2) reasons:

ONE:

If the projection in student enrollment at a school site differs enough from the actual student enrollment as determined by the eleven-day student count at a school site, a reduction in the number of hours in a workday and/or in the number of (duty) workdays in an Association represented employee's contract year may occur between the date the school site's preliminary budget for the following fiscal year is distributed by the District's Budget Office and October 31.

In addition, if the projection in the number of ESE units at a school site differs enough from the actual number of ESE units that are determined to be required at that school site, a reduction in the number of hours in a workday and/or in the number of (duty) workdays in an Association represented employee's contract year may occur between the date the school site's preliminary ESE Menu Allocation for the following fiscal year is distributed by the District's ESE Department and October 31.

Finally, if the projection in the number of ESOL teachers at a school site differs enough from the actual number of ESOL teachers that are determined to be required at that school site, a reduction in the number of hours in a workday and/or in the number of (duty) workdays in an Association represented employee's contract year may occur between the date the school site's preliminary allocation of ESOL teachers for the fiscal year is distributed for the following fiscal year is distributed by the District's Multicultural Department and October 31. (Note: Currently FY 2007, the District allocates one paraprofessional to an elementary school for every 2.5 ESOL teachers allocated to an elementary school and one paraprofessional to a secondary school for every 6 ESOL teachers allocated to a secondary school. This notation is for explanatory purposes only and is not meant to guarantee this ratio in future fiscal years. The District retains its management right to establish this ratio as it determines necessary.)

TWO

If the Superintendent of Schools officially declares a budgetary emergency at any time during the fiscal year, a reduction in the number of hours in a workday and/or in the number of (duty) workdays in an Association represented employee's contract year may occur. The District will provide the Association President with written notice of any budgetary emergency declared by the Superintendent of Schools.

The parties recognize and understand that the assignment of "one-on-one" Paraprofessional I employees by the

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION A - WORK YEAR AND WORKING HOURS (cont'd)

ESE Department is determined by the District based on an individual student's needs. As such, there is no formal allocation formula for one-on-one Paraprofessional I employees. Therefore, the parties agree that the District will have the right to reduce the number of hours in a workday and/or reduce the number of (duty) workdays in an Association represented employee's contract year during the fiscal year based on the individual needs of students at a school site requiring a one-one-one paraprofessional employee.

Nothing in this Section prohibits an Association represented employee from seeking a voluntary transfer or from being involuntarily transferred or reassigned to another position as provided in Article 3, Section B of this Agreement. Nothing herein will prohibit trade-offs of positions at a school site that impact an Association represented employee's number of hours in a workday and/or the number of (duty) workdays during his/her contract year on or before October 31st of any fiscal year; and after October 31st of any fiscal year if the Principal and the affected Association represented employee mutually agree to the terms of the trade-off for the balance of the fiscal year.

When an employee is removed from his/her job duties and assigned temporary duties in a higher classification for ten (10) consecutive work days, the employee shall receive a five percent (5%) increase or the new minimum of the higher classification, whichever is greater. The increase will be retroactive to the first day of the assignment in the higher classification. All reassignments in this provision shall be done by the Principal or Department Head. In no instance, however, will a paraprofessional I be eligible for substitute teacher or permanent substitute pay.

2. Overtime

All authorized and approved work actually performed by an employee in excess of forty (40) hours worked in any workweek shall be considered overtime and shall be compensated as follows:

- (a) One and one-half (1.5) times the employee's regular rate of pay, or,
- (b) Compensatory time off which is earned at the rate of one and one-half hours (1 1/2) of compensatory time for each hour of overtime worked.
- (c) When compensatory time is approved and used, its use shall not be counted as being absent for purposes of determining the employee's eligibility for merit pay that month. Any employee who has requested the use of compensatory time, shall be permitted by the employer to use such time within a reasonable period after making the request. The use of compensatory time shall not be denied unless it unduly disrupts the operation of the employer. Compensatory time shall be scheduled mutually between the employee and the supervisor.

3. Duty Free Lunch

All members of the bargaining unit shall be entitled to an uninterrupted duty-free lunch period without pay as follows:

- (a) Employees may have a lunch period as scheduled by the supervisor. In no event shall this lunch period be less than thirty (30) minutes.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION A - WORK YEAR AND WORKING HOURS (cont'd)

- (b) An employee may leave the building and/or campus during his/her scheduled duty-free lunch period upon

notification to the supervisor. However, in emergency situations, the supervisor may temporarily suspend the duty-free lunch period. An employee whose duty-free lunch period is suspended due to an emergency, will have such time credited as work time for compensation purposes, if their work schedule is not otherwise adjusted. Any employee who is away from the building and/or campus under this provision shall not be considered to be carrying out the responsibilities of his/her position and the Board shall not be liable for injury to the employee or damage to the employee's property, unless the employee is performing authorized duties.

4. Break Time

Employees shall be provided a fifteen (15) minute break for each four (4) hours worked per day. Break time must be taken at a time convenient with the supervisor. By mutual consent, the two fifteen (15) minute breaks may be taken in conjunction with a thirty (30) minute lunch for a combined total of one (1) hour. In no case shall an employee be permitted to waive his/her breaks so he/she may shorten the length of his/her normal workday. Employees who work a ten-hour workday shall be provided with an additional fifteen (15) minute break.

SECTION B - PERSONNEL PROCEDURES

1. Transfers/Involuntary Transfers/Temporary Transfers

Employees wishing to transfer to a posted vacant position must apply via the internet at the appropriate location on the District's website. Employees desiring to transfer must possess the qualifications stated in the Board approved job descriptions for that vacant position. An employee whose transfer request is approved by the School/Department having the vacancy will be released from his/her current assignment as soon as practical, but not later than twenty (20) workdays from the date his/her transfer was approved by that School/Department, except when the District has implemented a hiring freeze that temporarily delays the transfer beyond twenty (20) workdays. Such delay shall not be more than a total of thirty (30) workdays.

(a) Involuntary Transfers

- (1) An involuntary transfer shall be made only after a meeting between the employee involved and the supervisor. Such factors as length of service, job competency, and geographic location should be given consideration. The administration shall provide the affected employee with a copy of comparable vacant positions. The District shall give consideration to the wishes of the effected employee when placing that employee in an available position.
- (2) If an employee is reassigned into a lower classification level due to excess, reorganization, or other imposed change, the employee's salary shall remain the same through the current fiscal year. However, if the salary was not within the range of that lower classification, at the beginning of the next fiscal year, the salary will be adjusted to the maximum of the range at that level.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION B - PERSONNEL PROCEDURES

(b) Temporary Transfers

- (1) If a regular employee is absent for greater than eleven (11) consecutive duty days, and another employee(s) is/are assigned the responsibilities of the absent employee for all eleven (11) days, then the employee(s) filling the absent employee's responsibilities may request a review by his/her/their supervisor as to whether such employee(s) is/are entitled to additional pay for fulfilling the responsibilities of the absent employee.
- (2) In such a case, the supervisor shall make a determination as to whether the employee is entitled to additional pay for fulfilling these additional responsibilities. If the supervisor determines the employee(s) is/are fulfilling the responsibilities of the absent employee, then such employee(s) shall be provided with additional pay on an interim basis until he/she/they is/are no longer assigned the responsibilities of the absent employee. Such interim pay, if approved, shall begin on the 11th consecutive duty day that the affected employee(s) was/were assigned the responsibilities of the absent employee.
- (3) If a school-based employee disagrees with the determination of his/her immediate supervisor, such employee may request a review of such decision by the Area Superintendent or designee. If a District-based employee disagrees with the determination of his/her immediate supervisor, such employee may request a review of such decision by the Chief of Human Resources or his/her designee. The Area Superintendent's or designee's, or the Chief of Human Resources' or designee's decision in such cases shall be final and that decision is not subject to the grievance procedure.

2. Temporaries

The supervisor shall make a determination as to whether a temporary is required in the case of a long-term absence of an employee. However, the decision of the supervisor shall be final.

3. Vacancies

- (a) All AESOP bargaining unit vacancies and promotional vacancies in a Department or School will be posted internally in that Department or School to provide current AESOP bargaining unit employees assigned to that Department or to that School the opportunity to apply for and be considered to fill the posted vacancy.
- (b) In the event a posted vacancy is not filled as provided in (a) above, the vacancy will be posted on the web with the notation that only District employees are being considered to fill the vacancy at this time. This will provide the opportunity for all AESOP bargaining unit employees in the District to apply for and be considered to fill the posted vacancy.
- (c) In the event the posted vacancy is not filled from within the Department, School or District as provided in (a) and (b) above, the vacancy will again be posted on the web except it will not indicate that only current employees are being considered at this time. After following provisions of (a) and (b) above, the District may consider applicants who are not current employees to fill the posted vacancy.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION B - PERSONNEL PROCEDURES cont'd

4. Evaluation

- (a) All members of the bargaining unit shall have one end of the school year written evaluation.
- (b) Prior to an end of the year evaluation that may result in "less than satisfactory," a conference shall be arranged no less than twenty (20) work days prior to the formal evaluation being conducted to allow an employee the opportunity to improve his/her performance. At this conference a Memorandum of Assistance will be presented to the employee, which will state specific reasons why the employee's job performance is considered unsatisfactory. This Memorandum will also state specific steps to take for the employee to improve his/her performance.
- (c) Employees will be given a copy of the written evaluation prepared by the supervising administrator or trained designee and will have the right to discuss such evaluation with his/her supervising administrator or trained designee.
- (d) The professional judgment of the evaluator and the content of the evaluation shall not be subject to the grievance procedure. Any other grievance filed under this section of the contract shall not be subject to binding arbitration.
- (e) The employee shall have twenty (20) work days to attach a written statement of rebuttal to the evaluation. All written rebuttals shall be sent to the Department of Employee Records and Information Services and to the evaluator.
- (f) No supervisor shall discuss any matter relating to the performance of an employee in the presence of students, parents or other employees. All personnel and/or confidential matters shall only be discussed in private offices.
- (g) When three (3) or more criteria or areas of concern have been evaluated as unsatisfactory on the annual evaluation instrument, the employee's performance will be rated as overall unsatisfactory for that year.
- (h) Pursuant to this section, only an employee's evaluation form is to be filed in his/her personnel file maintained by the District. Attachments to an employee's evaluation form are not permitted.

5. Personnel File

Evaluation statements and letters of reprimand and/or complaints shall not be placed in the employee's personnel file maintained by the Department of Customer Relations unless the employee has signed or been given a copy of the document. All such documents placed in the employee's file shall be identified as to the source.

An employee may, within twenty (20) workdays after receipt of such document, file a statement of reaction to the document. The employee shall provide a copy to the originator of the document and a copy to the Department of Customer Relations; and such copy shall be attached to the originator's copy and placed in the employee's personnel file.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION B - PERSONNEL PROCEDURES cont'd

Members of the bargaining unit shall have the right to examine their file at any reasonable time in the presence of a staff member from the Department of Customer Relations. Any employee may request copies of documents in the file. Such copies of documents shall be provided at the employee's expense in accordance with Florida Statutes. An employee may request that a representative accompany him/her when the file is being reviewed by the employee. On notarized authorization, the employee may permit any designated person to examine his/her file.

6. Job Descriptions and Assignments

- (a) The Board will prepare, review and revise job descriptions to those job classifications covered by the Agreement, as it deems necessary. The Division of Human Resources will provide the Association copies of new or revised job descriptions and afford the Association the opportunity to review and comment prior to implementation.

It is understood by the parties that every incidental duty connected with the functions enumerated in the job description is not specifically described. This does not preclude the requirement of performance by the employee of related duties. Employees may be requested to perform other duties as assigned not directly related to their job description for the safety of the school/department provided all Association represented employees in that school/department are assigned to such duties on an equitable basis. Principals/Directors will take into consideration the time such duties detract from the employee's duties as found in his/her job description when annual evaluations are completed.

- (b) An employee in the bargaining unit will be afforded the opportunity to discuss and review his/her job description and regular working assignments with his/her supervisor. Ongoing regular duties will not be arbitrarily changed, nor instituted without verbal notification.
- (c) Nothing in a job description is intended or shall be construed so as to concede to an employee, or group of employees, the right to refuse to follow instructions or orders.
- (d) The Board maintains total authority to change job descriptions in any manner it sees fit in order to best manage its affairs and to accomplish the mission of the Board.
- (e) The employee shall be provided a revised copy of the new job description and, if necessary, be provided opportunity and available training within a reasonable length of time to learn new skills to continue in the job.
- (f) Employees who allege they are regularly performing duties substantially divergent from those authorized in official job descriptions shall meet with their supervisor to resolve the issue. In the event that a solution is not reached, the employee may request a second conference with their immediate supervisor and that administrator's supervisor. In the event that a solution is not reached, the employee may request a conference with the Chief of Human Resources. A complaint under this paragraph is not subject to the grievance procedure.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION B - PERSONNEL PROCEDURES (cont'd)

7. Job Reclassification

- (a) Any employee, class of employees, or management may make a request for a job reclassification utilizing procedures established by the District, and the final decision shall be made by the Superintendent or designee. The Department of Compensation & HR Planning will develop these District procedures and will seek input from the Association when such procedures are being developed. Such procedures and any future amendments thereto will be posted on the District's website under Human Resources - Department of Compensation & HR Planning.
- (b) When an employee is advanced to a position in a higher classification level, the employee will be placed within the appropriate classification level which will provide an hourly rate increase of five percent (5%), or the minimum hourly rate of the new classification level, whichever is greater.
- (c) When an employee is transferred from one position to another position in the same classification level, the employee's level/step shall remain the same.
- (d) If an employee requests a change in position to a lower classification, and he/she has been employed in the present position for one full year of duty days or longer, the salary shall remain the same as long as the current salary is within the minimum and maximum of the salary level.
- (e) If an employee requests a change to a lower classification, and he/she has not been employed in their present position for a minimum of a full year of duty days, there will be a reduction of five percent (5%) of their annual salary. If employee's salary after the five percent (5%) reduction is not within the salary range of the lower classification, the employee's salary shall be adjusted to the maximum of the range for that classification.
- (f) If an employee has been promoted to a higher level or job classification and has been in the position for less than one full year of duty days and requests and is reassigned to the previous position or level held, he/she will be returned to the previous annual salary plus any raises that occurred in the interim.

8. Assignment to Temporary Duty Elsewhere (TDE)

- (a) A bargaining unit member may be assigned temporarily to duties other than his/her regular duties and place of employment. Such assignment to temporary duty will ordinarily originate with the Superintendent. All requests for assignment of temporary duty outside the County shall be submitted to the Superintendent at least ten (10) calendar days in advance. A member shall receive his/her regular pay and may be allowed expenses as provided by law, regulation of the State Board of Education, and Board Policies.
- (b) Temporary duty within the District may be approved by the supervisor when no substitute service or other additional cost to the Board is involved.
- (c) The supervisor authorizing such temporary duty shall be responsible to ascertain that the temporary duty has been performed. No temporary duty forms need to be submitted for this type of assignment.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION B - PERSONNEL PROCEDURES (cont'd)

- (d) Such temporary duty shall be considered equal to the regular duties of the individual, and an employee performing such temporary duty shall not be considered on leave.
- (e) It is understood that such leave is provided only when the temporary assignment is necessary to effectively carry out the mission of the District and that such leave is not provided for personal reasons of the member or for Association business.

9. Break in Service

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, will be rehired either at their former rate, grade and step, or the new minimum, whichever is higher. An employee who has been separated from the system for a period exceeding eighteen (18) months shall be treated as a new employee. However, employees who resign in good standing and are rehired in the same grade after eighteen (18) months but not longer than twenty-four (24) months of their resignation, who believe there are extenuating circumstances that were beyond their control that delayed their return to employment with the District, may appeal to the Chief of Human Resources and if such appeal is accepted by the Chief of Human Resources, such employees will be considered to have been rehired at their former rate, grade and step or the new minimum whichever is higher. The decision of the Chief of Human Resources is final and is not subject to the grievance procedure.

10. Seniority/Longevity Rights

Seniority shall be defined as the total length of continuous service with the Board. Seniority shall be district wide and shall date from the last effective date of employment. Time off for Board approved noncompensable leaves of absence shall count for seniority purposes and such leave shall not be considered as an interruption of service.

11. Reduction-in-Force Policy

In the event that a reduction in work force (RIF) becomes necessary due to declines in enrollment, budgetary restrictions, reorganization, or other causes as determined by the Board, the following reduction-in-work force provisions shall apply:

- (a) The Board will determine the classification(s) and the assignments within the classification(s) to be reduced. The Superintendent will notify the Association in advance of any pending reduction in work force action. When units are reduced, employees will be released in the inverse order of their length of time in the District.
- (b) In the event that two (2) or more employees affected have the same amount of continuous service within the District, the Superintendent or designee shall make the decision of who shall be retained.

12. Recall

When employees are recalled from layoff, the employee with the greatest seniority in the District shall be recalled first. Employees in layoff status will retain recall rights for one year and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address in the employee's records.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION B - PERSONNEL PROCEDURES (cont'd)

Within five (5) workdays of the certified receipt date or attempted delivery, laid-off employees must signify in writing to the Human Resources Division their intention of returning to work. Employees must return to their assigned work location within five (5) workdays of acceptance of recall. If an employee fails to respond to a recall offer and/or declines an offer three (3) times, his/her name will be moved to the bottom of the seniority list for recall purposes.

If several positions within a recall classification become available for recall at one time, the Superintendent, when recalling employees, shall first place employees in the school or Department from which they were laid off if such position is available. If such position is not available, then the Superintendent, when filling such positions, shall consider applicable affirmative action goals, geographic location, preference of the senior employee, and the needs of the District. However, the decision of the Superintendent shall be final. If the employee fails to respond to or declines a recall offer, the next most senior employee on the recall list will be contacted. If an employee fails to respond to and/or declines a recall offer three (3) times, that employee's name will be moved to the bottom of the seniority list for recall purposes.

Any accrued sick leave of record at the time layoff shall be restored at the time the employee accepts a recall offer. An employee who is on layoff status is eligible to apply for any other vacant position, and if reinstated by the District to another position, the employee forfeits rights to recall.

13. Excessing

When a School or Department must reduce the number of employees at that School or Department due to declining student enrollment, budgetary restrictions, reorganization or other reasons as determined by the District, the following provisions will apply:

- (a) Employees will be excessed by seniority based on the employee's length of continuous employment with the District, including approved leaves of absence, and not based on the length of time the employee has been in a particular position.
- (b) Excessing will be by job code with the least senior employee being excessed unless a more senior employee in that same job code at that work location volunteers to be excessed. In such cases, the volunteering employee will be excessed and the less senior employee in that job code will not be excessed.
- (c) The only exception to this provision is when a less senior employee has received specialized training such as in ESE, Pre-K, etc. and if the more senior employee within that job code at the School or Department declines to be trained in that area. In these cases, the more senior employee who declines to be trained will be excessed and the less senior trained employee will not be excessed.
- (d) Employees to be excessed will be notified in writing in a timely manner and are encouraged to seek transfers to Schools or Departments that have posted vacancies.
- (e) For those excessed employees who are unable to secure another position through the transfer process, the District will list all unplaced excessed employees according to their seniority and starting with the most senior, place those employees in positions for which they are qualified.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION B - PERSONNEL PROCEDURES (cont'd)

- (f) When placing an excessed employee, consideration shall be given to the individual's prior year work location, assignment, workday, and work year.

14. **Terminal Pay Benefits**

- (a) An employee who retires and submits proof of eligibility from the Florida Retirement System or whose employment is terminated by death shall receive payment for accrued sick leave days. Such compensation shall be the daily rate of pay at retirement or death of the employee multiplied by the maximum percentage provided for by Florida Statute times the number of accumulated sick leave days. In the event service is terminated by death, benefits shall be paid to the beneficiary as identified on the employee's group life insurance form.
- (b) **Accrued Annual Leave:** A member of the bargaining unit shall receive payment for all accrued vacation leave (if applicable) at his/her daily rate at time of resignation or termination, retirement, or to his/her beneficiary, if service is terminated by death, as terminal leave pay. Resignation or termination shall be the last duty day an employee is physically on duty unless the employee is by necessity required to resign or terminate while on sick leave.

15. **Performance-Based Termination/Suspension**

- (a) Any employee whose performance is deemed to be less than satisfactory by his/her supervisor shall be so advised in writing of such unsatisfactory performance by the supervisor.
- (b) The employee will be provided assistance to improve his/her performance.
- (c) No employee shall be recommended for termination/suspension based on an unsatisfactory evaluation unless he/she has been given at least thirty (30) calendar days to improve his/her performance.
- (d) An employee who will be recommended to the Board for termination/suspension shall be given notice, in writing, with documentation stating the reasons. The employee shall be given prior notice if the Superintendent is recommending termination/suspension prior to Board action.
- (e) After Board action, an employee may, within fifteen (15) days, protest his/her performance-based termination/suspension through either the grievance procedure or the Department of Administration Hearings (DOAH).

16. **Probationary Employees**

- (a) All newly hired or rehired employees, excluding employees on recall status, shall be subject to a probationary period of ninety (90) work days.
- (b) During the probationary period newly hired and re-hired employees may be discharged without recourse.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION B - PERSONNEL PROCEDURES (cont'd)

- (c) When an employee is promoted to a higher classification, he/she shall be subject to a 90 work day probationary period in that position. During this promotional probationary period, the District will provide written feedback to the employee regarding his/her conduct/performance. At any time during the promotional probationary period, either the District or the employee can cancel the promotion for any or no reason. The decision not to continue an employee in the promoted position and/or the written feedback shall not be the subject of a grievance procedure. In the event the promoted employee does not continue in the higher classified position for 90-days, he/she shall be given a position at the same level and with the same benefits he/she received prior to the promotion.
- (d) Newly hired/re-hired probationary employees are not eligible to hold any union office or stewardship or to authorize membership dues deductions.
- (e) Newly hired/re-hired probationary employees shall not be eligible for any type of leave except accrued sick leave, annual leave, or short term unpaid leave (due to illness), not to exceed five (5) days.
- (f) Step 1 shall be the entry pay rate for all newly hired probationary employees, except as provided for in paragraph 9 of this Section, i.e. Break In Service.

17. Equal Employment Rights

The parties to this Agreement agree that the provisions regarding such items as training, assignment, promotion, transfer, discipline or termination shall be applied without regard to race, creed, color, religion, national origin, age, gender, disability, personal life style, domicile, marital status, sexual orientation, political affiliation or membership in the Association. Appeals of discrimination under Title VII of the Civil Rights Act are not subject to the grievance procedure.

SECTION C - PROGRESSIVE DISCIPLINE

1. This section covers actions involving verbal warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.

Disciplinary action may not be taken against an employee except for just cause and this must be substantiated by sufficient evidence by the Superintendent or Designee which supports the recommended disciplinary action.

All allegations pertaining to a disciplinary action shall be investigated. Actions under this Section shall be initiated after all the facts have been made known to the official responsible for taking the actions.

2. Disciplinary action shall be governed by applicable State Statutes.
3. An employee against whom disciplinary action is to be taken may appeal said action through the grievance procedure, excluding verbal warning and written reprimand. An employee may not appeal an action through the grievance procedure, to PERC as an unfair labor practice complaint and to DOAH. The employee must make a choice of one of the above and is precluded from availing himself or herself to more than one of these procedures.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION C - PROGRESSIVE DISCIPLINE (cont'd)

4. An employee against whom action is to be taken under this Section shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request. No adverse action may be taken against an employee on the basis of any document which has not been previously provided to that employee.
5. If the Association is representing a bargaining unit member, a copy of all correspondence that is related to the action shall be provided to the Association after a probable cause determination has been made.
6. The employee and his/her representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed disciplinary actions under this Section. This amount of time is to be mutually agreed upon by the parties.
7. Previous charges or disciplinary actions that have been brought forth by the District may be cited against the employee if those previous acts are reasonably related to the existing charge. All previous charges or disciplinary actions must have been shared with the employee.
8. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause.

Where just cause warrants such action(s), an employee may be demoted, suspended or dismissed upon recommendation to the Superintendent. Except in cases that constitute a real immediate danger to the District or other flagrant violation, progressive discipline shall be administered as follows:

- (a) Verbal Warning (Written notification)(Not filed in Personnel File).
- (b) Written Reprimand (Filed in Personnel File).
- (c) Suspension without pay with Board Approval.
- (d) Dismissal with Board approval.

SECTION D - EMPLOYEE PROTECTION

1. Safety

- (a) No member of the bargaining unit shall be required to work under unsafe conditions or to perform tasks which endanger their health and safety as determined by the supervisor, and/or Area Superintendent and/or Board Safety Officer.
- (b) Wrist supports and glass anti-static/radiation filters shall be made available to each employee upon request if such employee spends most of his/her workday at the computer. Safety belts shall be made available upon request from any employee who lifts students or heavy objects as part of his/her duties.
- (c) A procedure shall continue to be in place to protect bookkeeper and office money handlers in an effort to address personal safety regarding school deposits. Safes will be installed in all schools. Courier service will be in place to pick up all deposits.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION D - EMPLOYEE PROTECTION (cont'd)

2. Reimbursement for Loss

- (a) Bargaining unit employees will be entitled to reimbursement for damaged, vandalized, stolen or destroyed clothing, personal property or vehicles as follows:
 - 1. Clothing: The District will reimburse an employee for clothing which is damaged, destroyed or stolen as a result of an assault provided the employee is acting in the discharge of his/her duties and within the scope of his/her employment when the assault occurred.
 - 2. Personal property: The District will reimburse an employee for personal property which is damaged, vandalized, stolen or destroyed as a result of an assault which occurs while the employee is acting in the discharge of his/her duties within the scope of his/her employment. An employee must demonstrate to the District's satisfaction that the property in question was being used for educational purposes on school property or other educational sites approved by the administration. The employee shall be responsible for establishing the relationship between the damage and performance of the employee's job responsibilities before becoming eligible for reimbursement under this section.
 - 3. Vehicles: If an employee's vehicle is vandalized while on the property of the District, the employee will be reimbursed for the damage to the vehicle when it is determined that the vandalism occurred on District property. Such determination may be made by a School Police Officer, witness testimony, or apprehension of the person(s) responsible for the damage.
- (b) The maximum total liability of the Board pursuant to Article 3, Section D 2(a) 1, 2 and 3 above, will be Five Hundred dollars (\$500.00) per occurrence, less any amount reimbursable by insurance. The Board's maximum liability under Article 3, Section D 2(a) 1, 2 and 3, will be Ten Thousand dollars (\$10,000.00) per school year (July 1 - June 30).
- (c) Claims are to be submitted through the employee's supervisor to the Department of Risk Management and Employee Benefits
- (d) An employee who submits a fraudulent claim under Section D 2(a) 1, 2 or 3 shall be dismissed by the Board subject to the due process provisions of Article 3, Section C of this Agreement.

SECTION E - MISCELLANEOUS

1. Continuing Education

- (a) The Board agrees to pay the expenses for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement.
- (b) An employee may request and be granted leave to attend such meetings as described in Paragraph (a) of this section, without loss of pay.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION E – MISCELLANEOUS (cont'd)

- (c) An employee may be afforded time to attend in-service offered by the District when it will add to the efficiency of his/her job performance skills. A request should be submitted at least one week prior to the in-service activity. Such requests shall not be unreasonably denied.
- (d) The District has the sole discretion in the determination regarding (a), (b), and (c) above.
- (e) The District shall make every effort to assure prompt and adequate specialized training required for Exceptional Student Education aides working with medically or emotionally involved students.

2. Fiscal Rights and Responsibilities

- (a) Any employee whose duty it is to collect, count, and deposit monies and negotiable paper shall be responsible for such only when such monies and negotiable papers are under the direct control of said responsible employee.
- (b) Employees charged with the responsibility of depositing monies shall be reimbursed at the per mile rate approved by the Board for travel if it is not included en route to or from the employee's residence.

3. Telephone Calls

Telephone calls that identify sufficient facts to constitute an emergency received within the school/department which would affect the health or safety of an employee or his/her immediate family, shall be promptly transmitted to the employee.

4. Medical Verification

The Superintendent may require medical verification from a competent physician (M.D. or D.O.) certifying that an employee is physically and emotionally able to carry out the duties and responsibilities of the job.

5. Authorized Travel Expense Reimbursement

Authorized mileage for in-county and out-of-county travel, including per diem, shall be reimbursed at the rate provided by Florida Statute and State Board Administrative Rule.

6. The Faculty Committee

Prior to any building decisions being made which will effect the current working conditions of Association employees, the supervisor will allow an Association representative to be at any meeting to participate in the discussions and have voting privileges.

7. Paraprofessional I Meetings

Paraprofessional I employees shall be provided the opportunity to meet with the principal or designee at least one (1) time each nine weeks during the school year to review and discuss problems, discipline procedures, and

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION E – MISCELLANEOUS (cont'd)

expectations of teachers. This meeting will take place on school time. Paraprofessional I employees will not be required to attend faculty meetings during their off duty hours except in emergency situations.

ARTICLE 4 - LEAVE

SECTION A - ANNUAL LEAVE

This section shall refer to members of the bargaining unit employed on a twelve month basis.

1. A member of the bargaining unit who is employed on a twelve-month basis shall be allowed vacation leave, exclusive of holidays, with compensation as follows:
 - (a) An employee with less than five (5) years of continuous service at a rate of one (1) day per month, cumulative to twelve (12) workdays per year.
 - (b) An employee with five (5) but less than ten (10) years of continuous service at a rate of one and one-quarter (1 1/4) days per month, cumulative to fifteen (15) workdays per year.
 - (c) An employee with ten (10) years or more of continuous service at a rate of one and one-half (1 1/2) days per month, cumulative to eighteen (18) workdays per year.
2. Leave balances are maintained on an hourly basis and can be used in one (1) hour increments.
3. Accrued vacation leave shall not exceed sixty-two and one-half (62 1/2) workdays maximum on June 30 of each year. Vacation leave may be granted by the Superintendent, upon the written request of the employee with prior recommendation by the employee's supervisor. Vacation leave for an employee shall be scheduled so that there will be minimum disruption to the operation of the School District.
4. Upon employment termination, the employee shall be paid as terminal leave all unused vacation leave as follows:
 - (a) **(EMPLOYEE WHO HAS 60 OR FEWER DAYS ON JUNE 30, 2001 OR WHO WAS HIRED AFTER JULY 1, 1995)**
Each employee who has accumulated 60 or fewer days of unused vacation leave as of June 30, 2001 or who was hired by the District after July 1, 1995, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 60 days.
 - (b) **(EMPLOYEE WHO WAS HIRED PRIOR TO JULY 1, 1995, WHO HAS MORE THAN 60 DAYS ON JULY 1, 1995 AND AT SOME TIME AFTER THAT DATE THE ACCUMULATION FALLS TO OR BELOW 60 DAYS)**
Each employee who was hired by the District prior to July 1, 1995, who accumulated more than 60 days of unused vacation leave as of July 1, 1995 and whose accumulation of unused vacation days at any time falls to or goes below 60 days, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 60 days.
 - (c) **(EMPLOYEE WHO WAS HIRED PRIOR TO JULY 1, 1995, WHO HAS MORE THAN 60 DAYS ON JULY 1, 1995 AND MAINTAINS AN ACCUMULATION GREATER THAN 60 DAYS AT ALL TIMES)**
Each employee who was hired by the District prior to July 1, 1995, who accumulated more than 60 days of unused vacation leave as of July 1, 1995, and who maintains an accumulation of greater than 60 days of unused vacation leave days at all times after July 1, 1995, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 62 1/2 days.

ARTICLE 4 - LEAVE

SECTION A - ANNUAL LEAVE (cont'd)

5. Annual leave must be taken at a time convenient to the work schedule of the school or department.

SECTION B - SICK LEAVE

1. Provisions for the Accrual of Sick Leave

- (a) Permanent full-time and part-time employees shall be credited at the end of the first month of employment of each contract year with an allotment of sick leave hours equal to the hours of the employee's work day times four. Thereafter, at the end of each month of employment, an employee shall be credited with sick leave hours equal to the hours of the employee's work day, provided the employee has been on duty or compensable leave for a minimum of eleven (11) days within the month.

(Example: An employee on a five hour daily schedule will initially be credited with twenty (20) hours and thereafter, each month will earn an additional five (5) hours of sick leave.)
- (b) Sick leave shall not be used prior to the time it is earned and credited to the employee.
- (c) An employee shall earn no more sick leave hours than an amount equal to the employee's work day times the number of months of employment in a fiscal year.
- (d) A member of the bargaining unit whose duty day hours change, shall retain his/her accumulated sick leave hours.
- (e) Sick leave hours shall be cumulative from year to year.
- (f) Out-of-County Credit for Sick Leave: A bargaining unit member shall be entitled to transfer sick leave credit from other Florida School Systems and State agencies which are participants in any of the Florida Retirement System plans with the restriction that at least half of the cumulative leave shall be established within this District. An employee returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at the time of such leave or resignation.
- (g) Sick leave claims shall be honored as submitted by the employee for his own personal illness as well as illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his/her own household.
- (h) The Superintendent may require a doctor's statement of verification of illness. A request to the Superintendent for a verification of the claim may be initiated by the supervisor.
- (i) A false claim for sick leave shall be grounds for dismissal by the Board.
- (j) Any employee working the entire summer school (special session) shall be entitled to earn sick leave hours equal to the employee's duty day hours.

ARTICLE 4 - LEAVE

SECTION B - SICK LEAVE (cont'd)

2. Leave of Absence - Unpaid

- (a) As soon as possible, but within the first three (3) consecutive days of absence, an employee must notify his/her supervisor of his/her absence and apply for leave in accordance with one of the leave provisions set forth in this Article. Except in unusual circumstances, as determined by the Superintendent, failure of the employee to notify and apply for leave in a timely manner, will be considered a resignation of employment from the District.
- (b) After accrued sick leave is exhausted, an employee may request unpaid personal leave of absence due to his/her personal illness. Personal leave due to illness is leave without pay and may be granted for a period of up to the end of the employee's work year.
- (c) Personal Leave - A Personal Leave of absence is granted at the District's discretion, for an employee to be absent from his/her duties for specified periods of time with the right of returning to duty on expiration of the leave. Leave shall be officially granted in advance by the District and shall be used for the purpose set forth in the leave application. Such Personal Leave when granted will be for the remainder of the school year, unless otherwise approved with the initial leave request. In addition, up to one (1) additional year of leave shall be granted upon receipt of a written request from the employee, unless the employee has not been reappointed or dismissed, in keeping with other provisions of the Agreement, for the next school year. Such extension of Personal Leave shall be timed such that the employee returns at the beginning of a new grading period. Once an employee has exhausted the leave privileges under this subsection, the employee shall be required to return to duty for a full year before being eligible for another Personal Leave under this section.
- (d) Family and Medical Leave - Bargaining unit members are entitled to unpaid medical and Family Leave under the Family and Medical Leave Act pursuant to Board Policy 3.76.

3. Injury or Illness in Line-of-Duty

- (a) An employee who is absent because of injury or illness in the line of duty, may be entitled up to ten (10) paid leave days per year for any one injury/illness which shall not be cumulative and which shall not be charged against the employee's sick leave balance. These ten (10) non-cumulative days will be applied to the first ten (10) days of approved Workers' Compensation lost time. All claims for such leave must clearly substantiate injury received in carrying out assigned duties. Additionally, such paid leave shall only be awarded for the duty days for which the employee has been employed.
- (b) In cases of unusual illness or injury in the line of duty, an employee may make a request to the Superintendent for additional compensation leave days. If the Superintendent is satisfied that the condition warrants, he/she shall recommend additional compensated leave to the Board.
- (c) Any employee who has a claim for compensation while absent because of illness contracted or injury incurred as prescribed herein, shall notify his/her supervisor as soon as such illness or injury is apparent and shall file a claim by the end of each month or pay period as requested during which such absence has occurred. The Board shall satisfy itself that the claim correctly states the facts and that such claim is

ARTICLE 4 - LEAVE

SECTION B - SICK LEAVE (cont'd)

entitled to payment.

- (d) The employee may claim no more than a total of ten (10) days for any one injury or illness per year. This section (d) shall not supersede any provision of the Florida Workers' Compensation Act.
- (e) The employee must seek medical treatment for any injury received in the line of duty within six months of the injury to be eligible for leave under this section.
- (f) Workers' Compensation: Any Workers' Compensation payments received by the employee while on injury or illness in-line-of-duty leave shall be reimbursed to the Board.
- (g) Leave While Quarantined: When an employee has been placed in quarantine by constituted medical or legal authority, he/she shall remain away from regularly assigned duties for the duration of such quarantine. He/she shall continue to receive his/her salary during a quarantine period. Such payments shall not be charged against any other compensable leave.
- (h) Any employee who can clearly demonstrate the contracting of an infectious or contagious disease for which inoculations are not available and exclusive of upper respiratory infections or complications therefrom at the school/department to which he/she is assigned, may qualify for a maximum additional twenty-two (22) days for non-cumulative sick leave if the disease requires the employee to use more than five (5) days of his/her accumulated sick balance. If the employee does not have the five (5) days of accumulated sick leave, this leave shall begin immediately after the use of the last sick leave day.

4. Catastrophic Illness or Injury

- (a) A catastrophic illness or injury shall be defined as a medical condition not covered by Workers' Compensation, requiring absence from work greater than fifty (50) working days of consecutive absence for a single illness or injury.
- (b) Any employee who sustains a catastrophic illness or injury may apply for and receive, for use on a matching basis, supplementary catastrophic illness or injury leave not to exceed the number of regular unused sick leave days that the employee had accumulated on the first day of the regular sick leave applied to the catastrophic illness or injury.
- (c) Two (2) medical verifications (M.D. or D.O.) of such catastrophic illness or injury shall be required. The employee shall fully cooperate with the Board and shall authorize the release of any medical records necessary. The Board shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The Board may, at its expense, require an independent medical examination.
- (d) Catastrophic illness or injury leave shall begin on the fifty-first (51st) day of consecutive absence and not be awarded retroactively.

ARTICLE 4 - LEAVE

SECTION B - SICK LEAVE (cont'd)

5. **Leave for Personal Reasons**

Each member of the bargaining unit shall be allowed six (6) days of paid leave for personal reasons each year to be charged against accrued sick leave and provided that such leave shall be non-cumulative. Except in emergency situations, employees shall request leave for personal reasons forty-eight (48) hours in advance of such leave.

A personal leave request shall not be made for any day immediately proceeding or following a Board approved holiday or the first or last week of the school year when students are in attendance, at the discretion of the supervisor.

6. **Permanently and Totally Disabled Employees**

The superintendent will submit to the School Board an agenda item wherein the Board will accept the termination of an employee based upon the determination that the employee is permanently and totally disabled pursuant to applicable Workers' Compensation statutes, rules and regulations. To the extent allowed by statutes, the employee will receive his/her terminal pay for any unused sick leave and/or annual leave and any leave the employee is on will be cancelled upon the School Board's action.

SECTION C - MATERNITY LEAVE/RECOVERY

1. Accrued sick days may be used for maternity leave which refers only to the type of leave taken by female employees to cover the period of their own actual physical inability to work as a result of pregnancy, childbirth, abortion, miscarriage, or related medical conditions, or recovery there from. It does not include leave taken or requested for personal reasons related to maternity, e.g., preparing for the birth of a child or caring for an infant where there is no accompanying disability.
2. Once an expected date of confinement has been established, no further medical statement is required for sick leave if maternity disability (use of accrued sick days) occurs within three (3) weeks prior to the expected date of delivery or within six (6) weeks after the actual birth of the child. Any extended sick leave for maternity outside these nine (9) weeks must be supported by a physician's statement. If accrued sick leave is not sufficient, or if an employee elects not to use accrued sick leave for maternity, unpaid personal leave may be used.
3. Short term illness related to maternity is treated as the same as any other day-to-day illness.

SECTION D - CHILD CARE LEAVE - UNPAID

1. A regular employee may request and shall be entitled to a leave of absence without pay for child care (normally after recovery) or when adopting a child or foster care. In the case of adoption, leave would begin upon receipt of custody. Leave may be granted for the remainder of the employee's term of appointment and may be extended for one additional year provided that the total time away from the job is not more than eighteen (18) months.
2. It is the responsibility of the employee to keep the supervisor informed so that appropriate administrative arrangements can be made prior to return to duty. Upon return from extended leave, an employee may be

ARTICLE 4 – LEAVE

SECTION D - CHILD CARE LEAVE – UNPAID cont'd

returned to the same or similar position.

SECTION E - JURY DUTY LEAVE

1. A member of the bargaining unit subpoenaed to jury duty shall be paid his/her salary during his/her absence for jury duty. If upon reporting for jury duty he/she is not used, the employee is to report back to his/her duty station and carry on with his/her daily work assignments. A reasonable amount of time will be allowed for travel.
2. The employee shall provide the supervisor with proof of jury duty service before compensation is approved, and a copy of the subpoena is to be attached to the TDE.
3. The employee shall remit to the Board the fees received for jury duty or witness fees less travel allowance paid by the courts.

SECTION F - WITNESS SERVICE

1. When an employee is under subpoena as a witness in connection with his official duties or is under subpoena as a witness in a court proceeding in which the employee is not a part to the litigation, he/she shall be eligible for Temporary Duty Elsewhere leave and shall receive regular compensation while on witness duty and shall remit to the Board in check or money order (no cash) the amount of fees, less travel allowance and other expense allowances, received for witness duty.
2. Before compensation is approved, the employee shall provide the supervisor with the witness duty subpoena, a copy of which shall be attached to the request for Temporary Duty Elsewhere leave.
3. An employee who is a party to litigation may request either personal leave charged to sick, personal leave without pay or annual leave (if applicable).

SECTION G - MILITARY LEAVE

Leave for Military Duty shall be granted in accordance with Florida Statutes and such rules and regulations pertaining thereto, as shall be approved by the Board.

- (a) Short Term Duty with Pay: Any employee who is a member of the United States Military Reserve or the National Guard shall be entitled to a leave of absence from his/her respective duties without loss of pay when he/she is ordered to active duty by the appropriate unit.
- (b) Leaves granted shall be a matter of legal right and shall not exceed the number of days authorized by the Florida Statutes. All efforts shall be made to prevent such leave being taken during the time school is in session. Requests for temporary military service leave shall be made by letter and shall be filed with the Superintendent for Board action. If possible, this shall be done prior to the date of leave.

ARTICLE 4 - LEAVE

SECTION H - POLITICAL LEAVE

Any employee who has filed to run for political office and is desirous of unpaid leave for political reasons shall make application for such leave and shall be entitled to it. The employee shall not be restricted to one leave during a political campaign; however, if possible, leave shall be requested for the duration of the campaign. Leave shall be given for all absences for political campaigning.

SECTION I - HOLIDAYS

All full-time, twelve-month employees eligible for membership in the bargaining unit shall receive paid holidays each year as approved by the Board as recommended by the School Calendar Committee. The School Calendar Committee shall be composed of representatives of employee groups and the administration.

SECTION J - RELIGIOUS HOLIDAY OBSERVANCE

Any employee may request personal leave or vacation leave when observance of their religious holiday requires absence from work. The request to their supervisor should be made one (1) week in advance. The employer will make every effort to grant the request.

ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION A - RIGHTS OF EMPLOYEES/ASSOCIATION

1. Right to Organize/Join

Pursuant to the Constitution and Statutes of the State of Florida, the Board hereby agrees that every employee shall have the right freely to organize and join the organization of his/her choice or refrain there from.

2. Association Meetings

The Association may conduct meetings in Board buildings before or after the regular school workday by prior arrangement for a designated meeting location. The Association shall hold the Board harmless and assume any liability for claims made against the Board growing out of such meetings.

3 Meeting Locations and Notices

- (a) The Board shall allocate suitable space in a school building or other location where members of the Association work for the purpose of Association notices.
- (b) Bulletin Board space will be provided for this purpose. The selection of the appropriate location will be approved by the supervisor.
- (c) The bulletin boards shall be used for posting Association notices, but is restricted to:
 - (1) Notices of Association recreational and social affairs.
 - (2) Notices of Association elections and results of such elections.
 - (3) Notices of Association appointments.
 - (4) Notices of Association meetings.
- (d) Any other information, including any notices containing any information other than purpose, date, time and place only upon the approval of the Director of Labor Relations.
- (e) The Director of Labor Relations shall receive copies of all notices posted on bulletin boards.
- (f) No public political materials shall be posted.
- (g) All notices shall be signed by a duly recognized officer of the Association.
- (h) All costs incidental to preparing and posting of Association materials will be borne by the Association. The Association is responsible for posting and removing approved material on its bulletin boards and for maintaining such boards in an orderly condition.

ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION A - RIGHTS OF EMPLOYEES/ASSOCIATION cont'd

- (i) The Association may use a school's public address system during regular announcement periods before and after the instructional day to make announcements of meetings, election times and results, and announcements related to the time and nature of Association activities.

4. Association on School Board Agenda

- (a) Association materials or public political information shall not be distributed through interschool mail.
- (b) An Association representative, upon timely request, shall be given the right to address the Board for up to three (3) minutes on issues(s) of interest to the Association during the time on the agenda entitled Delegations/Individual Appearances - Agenda Items. The Association may not utilize this provision more than three (3) times during any one (1) meeting of the Board without the permission of the School Board Chair.

If an emergency or unannounced items are added to the agenda, an Association representative shall be given the opportunity to speak [not to exceed three (3) minutes], on the item when it comes up for discussion prior to Board vote.

- (c) The Agenda, Board backup materials, official minutes of the Board Meetings, and FYI items shall be available to the Association within twenty-four (24) hours of the time they are given to the Board, except those items given to the Board less than twenty-four (24) hours before the Board Meeting which shall be made immediately available to the Association.

5. Labels and Printouts

- (a) Upon request, each year and at no charge to the Association, the District shall provide the Association President with a computer "query" that will allow the Association to generate a printout and/or gummed labels of employees in its unit. The Association will use its own paper and gummed labels when utilizing this query. Said query will allow various formats and information to be provided, but will not include any employee's social security number or other information prohibited by law.
- (b) Upon request each month the District shall provide to the Association's Chief Negotiator a seniority list of its affected members by classification.
- (c) Upon request each month the District shall provide to the Association's Chief Negotiator a list of employee retirements, resignations or terminations indicating their positions and departments. A list of internal job transfers also will be provided.

SECTION B - ASSOCIATION PROFESSIONAL LEAVE

- 1. The Board, upon request from the Association, shall grant the President of the Association temporary duty for the duration of the president's term of office. All benefits enjoyed by employees shall be continued and accrued to the President of the Association.

ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION B - ASSOCIATION PROFESSIONAL LEAVE (cont'd)

2. The Association shall provide the Board with revenue to pay for the President's salary, taxes, retirement, and fringe benefits, and in return the Board shall issue a monthly check warrant to the President during his/her term of office. The Association shall inform the Board of the date of the President's term of office so as to establish a monthly payday. Where possible, the President shall be assigned to his/her previous school or department.
3. The provisions above shall also apply to any member of the Association elected to an office in a State or National affiliate of the Association so long as said affiliate or the Association provide the Board the revenue to pay for the same benefits as in Paragraph 2, above.
4. The Board shall authorize the Superintendent to grant reasonable use of Temporary Duty Elsewhere (TDE) to be used at the discretion of the Association President for the conduct of Association business. If a substitute is required, the Association shall reimburse the District for the cost of the substitute; if no substitute is required, the employee shall be required to make up time lost as a result of participation in Association activities.
5. The Association President shall correspond with the Department of Labor Relations regarding the purpose, the names of the employees involved, and their schools or departments for use of such TDEs, and give at least five (5) but no more than ten (10) working days notice in advance of such leave.
6. The maximum number of TDEs under this section shall be one hundred (100) days. However, no more than ten (10) days annually shall be allowed for any one person with the exception of the President who shall be permitted fifteen (15) days annually provided he/she has not enacted Paragraphs 1 and 2 of this Section (B).
7. Staff development monies up to a maximum of \$15,000 per year shall be made available for staff development activities related to job responsibilities of bargaining unit members. Of this amount, up to twenty percent (20%) may be used for Regional activities as approved by the Superintendent.

SECTION C - DUES DEDUCTIONS FOR ASSOCIATION DUES

1. The Board agrees to deduct Association dues from the regular salaries of members of the bargaining unit who voluntarily execute an authorization for such deduction, which shall continue in effect unless revoked in writing by the employee.
2. The proceeds of such deductions shall be transmitted to the Association within ten (10) working days after the close of each month during which the deductions are made.
3. The Board will provide such payroll deduction services at no cost to the Association or employee provided the deduction per pay is no less than one dollar (\$1).
4. The Association recognizes this is a privilege granted by the District, and agrees that the District has full authority to discontinue this service at any time if the Association violates the laws of the State of Florida, in connection with their activity as representatives of employees of the Board. The Association and the District recognize that this is a voluntary action on the part of the employees, and that neither party recognizes this as a dues check off plan.
5. The Association and its members agree to indemnify and hold harmless the District, each individual Board

ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION C - DUES DEDUCTIONS FOR ASSOCIATION DUES cont'd

member, the Superintendent and all administrators and employees against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this Section.

SECTION D - PAYROLL DEDUCTION

1. The Board and the Association agree that payroll deduction services which are within the control of the Board and accruing to employees, shall continue through this contract. The specific deduction types are: Credit Union, Tax Sheltered Annuities, Health Insurance, United Way, Income Protection, and additional Life Insurance.
2. Unless stated to the contrary in other sections of this agreement, the amount deducted from the employee's salary shall be voluntary and no charge shall be made to the individual employee for these payroll deduction services.
3. Payroll deduction for Association dues is provided for under Section C - Dues Deductions For Association Dues, of this Article.

SECTION E - ACCESS TO FULTON-HOLLAND EDUCATIONAL SERVICES CENTER

The Association will be provided with three (3) entrance pass cards.

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION A - PAY SCHEDULE

1. (a) The parties agree that no bargaining unit employee shall be granted a step increase on the salary schedule unless a step increase is specifically negotiated and agreed to between the parties.
- (b) The parties agree to review various salary structure alternatives for Association represented employees with the goal of implementing an alternative structure effective January 1, 2010.
- (c) The parties agree to continue the January 1, 2008 salary schedules for the period January 1, 2009 through December 31, 2009. The base salary of a bargaining unit member as of December 31, 2008 shall be the base salary paid to said employee for 2009. The January 1, 2009 salary schedules are attached as Appendix A. The parties agree that these salary schedules are not subject to further modification or change until January 1, 2010, and further agree that future modifications or changes to these salary schedules will be effective January 1, of any given year unless otherwise agreed to by the parties.
- (d) Notwithstanding the previous paragraph the District further agrees that should it grant a salary/wage increase in calendar year 2009 to any other Bargaining Unit or to the Non-Bargaining Unit, the District will reopen negotiations on salary with AESOP.
2. An employee hired to work in the summer school program shall be paid at that employee's hourly rate of pay in effect during the contract period immediately preceding the summer school program, provided the employee was employed in the same job classification during that period.
3. School Police dispatchers who work either the 3 p.m. - 11 p.m. shift or the 11 p.m. - 7 a.m. shift and are unable to take a lunch break shall receive a five percent (5%) increase above their present hourly rate only while working the shifts noted herein.
- 4.(a) Employees who are assigned to serve medically complex students during regular or summer school will be paid an additional \$1.50 per hour while so employed and assigned. The \$1.50 per hour shall apply only to employees who are assigned on a regular basis to medically complex student(s) who require(s) unique procedures as defined herein. These procedures include but are not limited to: maintaining gastrostomy tubes, observing the use of nebulizers, lifting immobile students, finger stick for use of glucometers, oral suctioning of tracheotomy tubes, catheterization changing diapers, and/or colostomy bags and other similar functions. Approval will be given in writing by the Department of ESE or designee. Proper training(s) will be provided to the employees so assigned.
- (b) Paraprofessional employees who are assigned to a defined Emotionally/Behaviorally Disordered (E/BD) self-contained unit on a full-time basis in regular or summer school will be paid an additional seventy-five cents (\$.75) per hour. This seventy-five cents (\$.75) shall not be available to Paraprofessionals who are in regular classes with E/BD mainstreamed students. Approval will be given in writing by the Department of ESE or designee. Proper training(s) will be provided to the paraprofessional(s) so assigned.
5. ATTENDANCE INCENTIVE: Effective January 1, 2008, the District shall pay a member of the bargaining unit an additional one dollar (\$1.00) per hour worked each month providing they used no sick leave or personal leave (paid or unpaid) during the month except that the use of up to three (3) days of sick leave for the death of an employee's father, mother, brother, sister, spouse, child or member of the employee's household; an absence for reason of being called for or serving on a jury, for "light duty" associated with a Workers' Compensation claim; an approved TDE that takes the

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION A - PAY SCHEDULE (cont'd)

employee away from his/her regular work site to attend a District approved training; or using approved compensatory time shall not count against the employee from being paid this additional one dollar (\$1.00) per hour. This provision shall apply to all bargaining unit members beginning with the first day of their second year of consecutive employment with the District in a bargaining unit position occupied for that period of time; however, an employee with at least one (1) year of service with the District who becomes a member of the Association's bargaining unit without a break in service with the District will be eligible for this benefit.

6. Community school secretaries, media clerks, other office personnel and data management services employees, and school police dispatchers who work half or more of their regular work hours at a time other than the hours of 8:00 a.m. to 4:30 p.m. shall be paid a differential of twenty-five cents (\$.25) per hour worked.
7. Each employee assigned to work at least a 190-day calendar shall be paid in 26 equal installments to be issued every other Friday beginning on a Friday selected annually by the District and deposited in the employee's choice of a financial institution. Employees assigned to work less than a 190-day calendar will be paid on 22 equal installments to be issued every other Friday beginning on a Friday annually selected by the District and deposited in the employee's choice of a financial institution.
8. If a Friday pay-date falls on a date the District is closed, that paycheck will be electronically deposited no later than on the Friday the District is closed unless such Friday is a banking holiday. In such cases, the paycheck will be electronically deposited no later than on the last preceding day that is not a banking holiday. Both the Association and the District strongly encourage all employees to take advantage of and to sign-up for the electronic deposit of their paychecks. The District's Payroll Office will work with employees who do not have an account at a financial institution to establish an account(s) with the Credit Union. Current employees electing not to sign-up for the electronic deposit of their paychecks, will be paid by an alternative method determined by the District that may or may not follow this pay schedule. The Association recognizes that the District has established as a pre-condition of employment that all new employees will be paid via the electronic deposit of their paychecks as stated herein. Employees who have signed-up for electronic deposit shall remain on this method of payment.
9. The Association shall appoint two (2) representatives to provide input on topics that will be addressed by the District's *ad hoc* PeopleSoft Payroll Advisory Committee. One topic of the *ad hoc* PeopleSoft Payroll Advisory Committee will be to make an annual recommendation to the Chief Operating Officer of the first Friday paycheck date of each school year for employees who are less than 12 month employees. Another topic to be addressed by this Committee will be to recommend to the District the best means of communicating in advance with all employee groups the payroll schedules for the ensuing school year. The Association representatives will be provided a TDE at District expense to attend meetings of this Committee when such meetings are scheduled during regular duty hours.

The parties agree to continue the District's attendance/payroll time tracking system whereby all employees are required to log-in and log-out by using an individual magnetic employee identification swipe card/badge, by using a computer terminal and/or using some other identification time & attendance devices/procedures approved by the District when they arrive at and depart from their work location(s), including logging out and logging in for the employee's lunch period.

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION A - PAY SCHEDULE (cont'd)

10. The District, after giving prior written notice to the Association and to employees in the Association's bargaining unit, may implement separately or jointly the provisions contained in the following paragraphs when it deems appropriate:
- (a) The District may implement a paperless payroll whereas employees will not receive a paper pay stub, but will be able to access payroll stub and other payroll information by going to a District website location and, after entering their personal password, be able to view and retrieve their individual payroll information as well as being able to view and make some payroll/personnel information changes on-line such as the employee's W-2 Form or a change of address.
 - (b) The parties recognize the right of the District to require the electronic deposit of the paychecks of all employees in the Association's bargaining unit as set forth above; however, the District has not mandated such electronic deposits and will not do so without first giving the Association and each affected employee at least ninety (90) calendar days advance notice of its intent to implement electronic deposits for all employees in the Association's bargaining unit. The District will work with those employees who do not have an account with a financial institution to establish an account(s) with the Credit Union to provide for these electronic deposits. Until such time the District requires electronic deposits of paychecks of all employees in the Association's bargaining unit, those employees who do not have electronic deposit will be paid via US Mail so that they receive their mailed paychecks no later than on or soon after each normal Friday pay date.
- 11.(a) The parties agree to continue the previously established joint committee comprised of four (4) representatives of the Association and four (4) representatives of the District to study and make recommendations concerning the desirability and feasibility of establishing a Performance Pay Program for Association represented employees and to separately study and make recommendations concerning the desirability and feasibility of providing reimbursement to an employee who is asked to drive his/her personal vehicle on school business and that vehicle is vandalized and/or personal property of the employee is stolen from the vehicle while on school business. The parties also agree to review and study District job titles, classifications, policies and practices. The committee will also address pay comparability issues. The committee will endeavor to issue a report and recommendations to the Superintendent of Schools and Association President on or before August 31, 2008.
- (b) The parties further agree to conduct a classification and pay equity study for selected positions in the AESOP bargaining unit by August 1, of each year. The parties further agree that the findings of this study for AESOP positions, including but not limited to Instructional Technical Support Assistants and Treasurers I & II (School Fiscal Coordinators I & II), shall be given priority consideration when the District's budget stabilizes and additional financial resources become available to address any identified pay inequities.
12. As AESOP represented employee who agrees to be assigned by his/her Principal to any supplemental position listed in Appendix B of the Collective Bargaining Agreement (CBA) between the District and the Palm Beach County Classroom Teachers Association (CTA) for which he/she is qualified as determined by the Principal and who can perform the duties of such supplemental position after his/her regularly assigned work hours may be assigned to such position and paid the supplemental salary listed in Appendix B of the CTA/District CBA for that supplemental position upon the successful completion of the duties and responsibilities related to that

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION A - PAY SCHEDULE (cont'd)

supplemental position as determined by the Principal. Such employment for a supplemental position is separate and not a part of the employee's regular employment and time worked to fulfill the responsibilities of said supplemental position shall neither be paid at the employee's regular rate of pay nor count as overtime hours worked. It is understood that any such assignment may be terminated without recourse by the Principal at any time. It is further understood that the Principal may ask an AESOP represented employee to fill such supplemental position only after the Principal has determined that no CTA represented employee at the school is qualified to perform the responsibilities of that specific supplemental position or if no qualified CTA represented employee wishes to fill that supplemental position. Nothing herein requires the Principal to fill a CTA supplemental position with an AESOP represented employee. A list of these supplemental positions and corresponding salary categories can be viewed on the District's website in Appendix B of the CTA Collective Bargaining Agreement.

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION B - HEALTH, DENTAL, LIFE AND VISION INSURANCE

1. (a) Effective January 1, 2009, the District will provide a choice of benefits to eligible employees under a cafeteria plan hereinafter referred to as a "Flexible Benefits Plan."

A full time employee is defined as a non-temporary employee who is in a regular established position and works six (6) or more hours per day.

A part time eligible employee is defined as a non-temporary employee who is in a regularly established position and works four (4) or more but less than six (6) hours per day. [For those in the CTA bargaining unit, part-time is defined as those who work at least three and three quarters (3.75) hours, but less than six (6) hours per day.]

- (b) Within the Flexible Benefits Plan, the District shall make available to each eligible employee an option of medical health plans. Such medical plans shall consist of a regular Health Maintenance Organization (HMO) Plan, a Point of Service (POS) Plan, a Preferred Provider Organization (PPO) Plan, and a catastrophic HMO Plan.
- (c) DENTAL PLANS: The District will also make available choices of dental plans, including a Managed Dental Plan and a Preferred Provider (PPO) Plan to be paid by the employee with pre-tax dollars through payroll deduction.
- (d) VISION PLAN: The District will also make available a vision plan to be paid by the employee with pre-tax dollars through payroll deduction.
- (e) TERM LIFE INSURANCE: Basic Term Life Insurance will be provided and paid by the District for eligible employees in the following amounts:

- \$20,000 face value for full time eligible employees.
- \$10,000 face value for part time eligible employees.

The Term Life Policy will include equal amounts of Accidental Death and Dismemberment (AD&D) coverage and will provide an employee a conversion right to an individual whole life policy directly with the life insurance carrier without the need for a physical examination if the employee ends his or her employment with the District. No other continuation or portability plans will be offered.

Eligible employees will be able to purchase additional term life and AD&D insurance if they enroll within thirty (30) days of their first date of hire at the same rates the Board pays in \$20,000 increments, up to \$100,000 or five (5) times their annual salary, whichever is less.

Employees who avail themselves of this option may also enroll their non-disabled spouse with one-half (1/2) the face value of the additional insurance the employee has opted to purchase. Such spousal coverage includes AD&D and may only be purchased in \$10,000 increments. If an employee's spouse is also an eligible employee, the employee is not eligible to purchase spouse optional life or AD&D and only one of the eligible employees may purchase term life for their dependent children.

Employees who purchase additional term life insurance may also purchase coverage without AD&D for their non-disabled dependent children, who are under the age nineteen (19) or under age twenty-five (25) if the child is a student. Such dependent coverage will have two options:

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION B - HEALTH, DENTAL, LIFE AND VISION INSURANCE cont'd

- \$ 5,000 coverage on all dependent children over six (6) months of age, or
- \$10,000 coverage on all dependent children over six (6) months or age.

All voluntary purchased coverage will be paid through payroll deduction and no medical questionnaire or physical exam need to taken if the eligible employee enrolls within the first thirty (30) days of employment and for less than \$100,000 coverage. Rates for optional employee coverage will not be more than the rates that the District pays for the basic coverage described above.

Term life insurance coverage in excess of \$100,000 and enrollment during annual enrollment periods will require satisfactory proof of insurability by the insurance carrier.

- (f) CLAIMS ADMINISTRATION: An employee will be required to comply with any and all rules and regulations and/or limitations established by the carrier or applicable third party administrator and contained in the policy, and employees and their dependents shall look solely to such carrier or third party administrator for the adjudication of the payment of any and all benefit claims.
2. The District has established a retirement program under IRS Code Section that defers taxation until retirement or other severance from employment and permits the employee to forfeit and allow the District to contribute each year all of his/her benefit dollars to this retirement plan. This program is called the Special Retirement Plan. At the option of the District, additional contributions may also be made by the District. Any contributions to the Special Retirement Plan shall be made as an employer contribution to such eligible retirement program. Account values under this Plan shall be available to the employee only as permitted under, and in accordance with applicable Federal and Internal Revenue Service regulations governing such programs.
3. Contributions by the District to the Special Retirement Plan will not be considered for the purpose of computing overtime.
4. (a) Effective January 1, 2009 and thereafter, those eligible employees whose benefit choices include employee only medical insurance in the catastrophic HMO Plan will receive contributions to the Special Retirement Plan as follows:
- \$40.00 will be provided monthly for full-time eligible employees, (\$20 for part-time eligible employees), who elect employee only coverage in the catastrophic HMO Plan, provided the difference between the monthly premiums of the full time employee only regular HMO Plan and the full time employee only catastrophic HMO Plan does not fall below \$40. Should the difference fall below \$40, the \$40 monthly amount for full time employee only in the catastrophic HMO Plan will be reduced to the actual difference between the regular HMO Plan and the catastrophic HMO Plan monthly premiums for full-time employee only coverage. The same dollar amount reduction will be applied to the Special Retirement Plan contribution provided to part-time eligible employees who elect employee only coverage in the catastrophic HMO Plan.
- (b) Effective January 1, 2009 and thereafter, those eligible employees who elect not to participate in any of the Medical Plans (regular HMO, catastrophic HMO, POS, or PPO), and who sign a form indicating other medical coverage, will

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION B - HEALTH, DENTAL, LIFE AND VISION INSURANCE cont'd

receive contributions to the Special Retirement Plan as follows:

- \$120.00 monthly for each full-time eligible employee.
- \$ 90.00 monthly for each part-time eligible employee.

(d) (i) Effective January 1, 2009 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the regular HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$ 359.51	\$ 359.51
Employee plus children	\$ 693.76	\$ 663.76
Employee plus spouse	\$ 714.01	\$ 684.01
Employee plus full family	\$ 805.45	\$ 775.45

Effective January 1, 2009 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the catastrophic HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$ 306.11	\$ 306.11
Employee plus children	\$ 656.55	\$ 626.55
Employee plus spouse	\$ 673.84	\$ 643.84
Employee plus full family	\$ 716.43	\$ 686.43

Effective January 1, 2009 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the POS and PPO Plans:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$ 359.51	\$ 359.51
Employee plus children	\$ 693.76	\$ 663.31
Employee plus spouse	\$ 714.01	\$ 684.01
Employee plus full family	\$ 805.45	\$ 775.45

(d)(ii) The parties agree to reopen coalition negotiations in 2009 on any premium increases for calendar year 2010.

5. (a) Effective January 1, 2009 and thereafter, all eligible employees may purchase through payroll deductions the following benefits with pre-tax dollars:
- The purchase of the insurance benefits of their choice from among a menu of pre-tax benefits, which include dental and vision plans, for themselves and their eligible dependents.
 - Eligible employees may also contribute to a Medical Flexible Spending Account, (an annual minimum contribution of \$300 and an annual maximum contribution of \$3,500) and/or to a Dependent Care Flexible Spending Account (following IRS requirements) through payroll deductions with pre-tax dollars.

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION B - HEALTH, DENTAL, LIFE AND VISION INSURANCE cont'd

- (b) Effective January 1, 2009 and thereafter eligible employees may purchase other optional benefits through payroll deductions with post-tax dollars such as Disability Income Protection and Optional Term Life Insurance. Optional Term Life Insurance may also be purchased for eligible dependents. See paragraph 1 (e) above.
- (c) If an employee does not complete the required benefits enrollment process, including the completion of any and all enrollment forms within 30 days of employment or during enrollment periods, he/she will automatically be enrolled in a default benefits plan with employee only coverage.
6. (a) The regular HMO Plan will cover in-network physicians and hospitals with deductibles, co-payments and/or co-insurance. Prescription coverage will require a \$50 annual deductible as well as various co-payments for Tier I, Tier II and Tier III prescriptions. There will be no annual deductible for mail order maintenance prescriptions.
- (b) The regular HMO Plan is defined as an HMO with an office visit co-pay of \$20, an emergency room co-pay of \$100, an urgent care co-pay of \$50, an emergency ambulance, in-patient hospitalization, outpatient surgery, approved durable medical equipment and diagnostic testing with co-insurance of 10%, an out-patient rehabilitation therapy co-pay of \$20 per visit, and a mental health and substance abuse out-patient co-pay of \$20 per individual session and a co-pay of \$15 per group session.

Additionally, the prescription co-pay for up to a 30-day supply will be \$10 for Tier I prescriptions, \$30 for Tier II prescriptions and \$50 for Tier III prescriptions. Mail order will be available for 2 times the co-pays previously listed for up to a 90-day supply of maintenance prescriptions.

A catastrophic HMO Plan will be offered for 2008 and thereafter provided the cost of the catastrophic HMO Plan does not exceed the cost of the regular HMO Plan. This catastrophic HMO will have lower premiums than the regular HMO Plan, but will have higher co-pays and a deductible. For 2008 and thereafter, the catastrophic HMO co-pays are as follows:

A physician office visit or a specialist office visit co-pay of \$35, an emergency room co-pay of \$200, an urgent care co-pay of \$50, an emergency ambulance co-pay of \$150. In-patient hospitalization, out-patient hospitalization, approved durable medical equipment and diagnostic testing will have 20% co-insurance after a plan deductible. Out-patient rehabilitation therapy will have co-pays of \$35 per individual session and co-pays of \$25 per group session. Prescription benefits will be the same as those in the regular HMO Plan as described in 6 (a) and the second paragraph of 6 (b) above.

The POS Medical Plan will provide coverage such as the regular HMO Plan, but with higher co-payments, deductibles and co-insurance, as well as out of network coverage, which will be subject to deductibles and co-insurance.

7. An employee eligible for medical benefits is eligible to enroll his/her domestic partner in the medical plan. An employee and his/her domestic partner must meet the following requirements in order to enroll in a medical plan:
- Must both be at least 18 years of age and mentally competent.
 - Must not be related by blood in a manner that would bar marriage under the law of The State of Florida.

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION B - HEALTH, DENTAL, LIFE AND VISION INSURANCE cont'd

- Must be considered each others sole domestic partner and not married to or partnered with any other spouse, spouse equivalent or domestic partner.
- Must have shared the same regular and permanent residence in a committed relationship for at least one year and intend to do so indefinitely.
- Neither partner can have had another domestic partner at anytime during the 12 months preceding this enrollment.
- Must provide proof of registration with the Palm Beach County Clerk & Comptroller's Office.

A signed affidavit attesting to the above will be required by both partners as well as proof that both are financially interdependent and living together.

Premiums will be paid on a post tax basis and will be subsidized by the District to the same extent as other eligible employees; however, the amount of premium paid by the District towards dependent coverage for an employee's domestic partner will be considered imputed income and will be subject to Federal Withholding, FICA, Social Security and Medicare taxes. In other words, the premium will be on a post tax basis and any District contribution will be taxed as imputed income to the employee as set forth above. A domestic partner is not considered a qualified beneficiary under COBRA.

In those cases when an employee elects to cover both his/her dependent children and a Domestic partner, the employee will pay the premium of the Employee Plus Child(ren) option on a pre-tax basis and in addition the premium for Domestic Partner on a post-tax basis as set forth above.

8. Payroll deductions for benefits will be made as follows:

- For employees on a 24 to 26-pay cycle, annual premiums will be spread equally over 24 pays.
- For employees on a pay cycle having fewer than 24 pays, annual premiums will be equally spread over 22 pays.

All premiums to medical, dental and vision benefits paid by employees shall be paid via the Section 125 Premium Conversion Plan, i.e. with pre-tax dollars.

9. The parties agree that one member of each PERC certified District employee group identified above may serve as a participating and voting member on the District RFP committee any time the District seeks proposals on medical, dental and/or vision insurance for its employees. The District shall be entitled to a maximum of six representatives.

10. Any changes or modifications to the provisions under this Section shall be negotiated during regular coalition bargaining with all District PERC recognized associations/unions as provided herein. In addition to the limited re-opener provision contained in (4) (d) (ii), all parties agree that coalition negotiation may be reopened on all aspects of this Section in the event any of the following occurs:

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION B - HEALTH, DENTAL, LIFE AND VISION INSURANCE cont'd

- Whenever the parties mutually agree to reopen negotiations on this Section; or
- Whenever more than three years (36 months) have lapsed since the parties reopened negotiations and had the opportunity to negotiate on all aspects of this Section.

In the event the parties fail to reach agreement during negotiations of this Section, the impasse process outlined in Florida Statutes Chapter 447 will be utilized to resolve any dispute or impasse.

11. The effective date of the District's insurance coverage for those employees who are less than twelve-month employees who are newly hired in August and are scheduled to work and are on a paid status at least fifteen (15) work days in August, will be September 1. New employees hired in August but who are not scheduled to work and on a paid status at least fifteen (15) work days in August will have their District insurance coverage effective October 1. Otherwise, benefits for employees will be effective on the first day of the month following thirty (30) continuous calendar days of employment.

An employee who is not a twelve-month employee whose employment ends with the District at the end of any school year and who is on a paid status through the last day of his/her contract year will continue to be covered by the District's insurances (except for term life and/or income protection insurances which end June 30) through July 31 of that calendar year provided the employee makes proper payment of his/her share of the insurance premiums through payroll deductions or other means of payment mutually agreed to by that employee and the District. Otherwise, benefits will end the last day of the month in which the employee's active paid employment ends with the District provided all employee-required premiums are paid. Nothing herein shall be construed as denying any eligible employee from continuing his/her insurance(s) as provided under Federal COBRA rule and regulations.

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION C – EDUCATIONAL INCENTIVE AWARDS

AESOP eligible employees shall be entitled to annual Educational Incentive Awards (EIAs) in accordance with the following schedule. It is understood that these EIAs will only continue so long as the employee continues to give superior services and continues to periodically take refresher courses earned during time of employment with the District:

Level I – Basic Award

- A. High School Diploma and;
- Two (2) consecutive years of employment with the District, and
 - Completion of six (6) semester hours/nine (9) quarter hours or two (2) or more job related courses from an Adult, Community, Technical or Vocational Education facility the total of which shall be no less than forty-eight (48) hours, and
 - Sixty (60) In-service Points
- Educational incentive award: \$200.00
- B. High School Diploma and;
- Three (3) Consecutive Years Employment with the District, and
 - One (1) year of college the equivalent of which is demonstrated by the completion of thirty (30) semester hours/forty-five (45) quarter hours, or five (5) or more certificates from an Adult, Community, Technical or Vocational Education facility, the total of which shall be no less than one hundred twenty (120) hours of job-related subjects, and.
 - Seventy-five (75) In-service Points
- Educational incentive award: \$300.00

Level II – Standard Award

- High School Diploma and;
 - Five (5) years consecutive employment with the District and,
 - Two (2) years of college demonstrated by the completion of sixty (60) semester/ninety (90) quarter hours or ten (10) or more certificates from an Adult, Community, Technical or Vocational Education facility, the total of which shall be no less than two hundred forty (240) hours of job-related subjects, and
 - Ninety (90) In-service Points
- Educational incentive award: \$400.00

Level III – Advanced Award

- A. High School Diploma and;
- Seven (7) consecutive years employment with the District and,
 - Three (3) or more years of college demonstrated by the completion of ninety (90) semester hours/135 quarter hours, or ten (10) or more certificates from an Adult, Community, Technical or Vocational Education facility, the total of which shall be no less than two hundred forty (240) hours of job-related subjects, and.
 - One hundred twenty (120) In-service Points
- Educational incentive award: \$500.00

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION C - INCENTIVE AWARDS (cont'd)

- B. High School Diploma, and
- Ten (10) consecutive years of employment with the District, and
 - Four (4) years of college demonstrated by the completion of one hundred twenty (120) semester hours/one hundred eighty (180) quarter hours, or twenty (2) or more certificates from an Adult, Community, Technical or Vocational Education facility, the total of which shall be no less than four hundred eighty (480) hours of job-related subjects, and
 - One hundred fifty (150) In-Service Points
- Educational Incentive Award: \$600.00

Level IV – Professional Award

- AESOP eligible employees who have earned the designation “Certified Professional Secretary” (CPS) will be paid an annual educational incentive award of \$600,
- AESOP eligible employees who have earned an Associate Degree in a job- related area from an accredited college or university or whose Associate Degree is directly related to the employee's primary job assignment or a career field available to District employees will be paid an annual educational incentive award of \$1,000.
- AESOP eligible employees who have earned a Bachelor's Degree in a job- related area from an accredited college or university or whose Bachelor's Degree is directly related to the employee's primary job assignment or a career field available to District employees will be paid an annual educational incentive award of \$1,500.

An employee eligible to receive a larger Educational Incentive Award is no longer eligible to receive a smaller Educational Incentive Award except when an employee is eligible to receive both an award for having earned a CPS and another Educational Incentive Award. In this case, the eligible employee will receive both awards.

To maintain any of the above Educational Incentive Awards (EIAs) each year, fifteen (15) in-service points must be earned each year. The employee shall annually submit evidence of these fifteen (15) in-service points to maintain their EIA to “AESOP Educational Incentive Award Coordinator, in care of the Department of Research & Evaluation” no later than June 30th. The AESOP EIA Coordinator shall submit a list of employees eligible to maintain their EIA to the Director of Compensation and HR Planning no later than July 15th. Payment of EIAs shall be in one lump sum in November. The District has the right to audit the determinations of the AESOP Coordinator and the evidence of in-service points submitted in order for these employees to maintain their EIAs. In consideration for annually verifying these in-service points, the District agrees to pay a supplement of eight hundred dollars (\$800.00) annually to the AESOP designated EIA Coordinator.

When initially applying for an Educational Incentive Award or when applying for a higher Level Educational Incentive Award, the employee shall submit all necessary information/documentation to “Educational Incentive Awards, in care of the Department of Compensation and HR Planning” no later than June 30th. Payment of Educational Incentive Awards shall be in one lump sum in November.

AESOP eligible employees who were paid the previous Level IV supplement allowance of \$600.00 in November of 2004 will remain eligible to continue to receive this annual Educational Incentive Award of \$600.00 in a lump sum in November provided they continue to earn fifteen (15) in-service points each school year beginning with the 2004-2005 school year and submit evidence of these fifteen (15) in-service points to maintain their EIA to “AESOP Educational Incentive Award

ARTICLE 6 - COMPENSATION AND BENEFITS

SECTION C - INCENTIVE AWARDS (cont'd)

Coordinator, in care of the Department of Research & Evaluation" no later than June 30th. The AESOP EIA Coordinator shall submit a list of employees eligible to maintain their EIA to the Director of Compensation and HR Planning no later than July 15th. The District has the right to audit the determinations of the AESOP Coordinator and the evidence of in-service points submitted in order for these employees to maintain their EIAs.

SECTION D - IN-COUNTY TRAVEL

The Board agrees to reimburse employees of the bargaining unit for approved travel under Article 3, Section D 7 at the rate provided by Florida Law and State Board of Education rules.

SECTION E - EMPLOYEE ASSISTANCE PROGRAM (EAP)

1. The Board will provide an Employee Assistance Program (EAP) to provide the benefits, training, and services.



AESOP Salary Schedule

Annual / Hourly Rates by Pay Level

Effective January 1, 2008

			Level 6 Steps																									
Hourly Pay Rate			Min																							Max		
Days	Hours	Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
182	8	1456	13,153	13,496	13,847	14,207	14,576	14,956	15,344	15,744	16,153	16,575	17,005	17,448	17,901	18,368	18,846	19,336	19,840	20,355	20,885	21,427	21,986	22,558	23,144	23,748	24,367	24,999
190	8	1520	13,732	14,089	14,455	14,831	15,217	15,613	16,019	16,436	16,863	17,303	17,752	18,215	18,688	19,176	19,674	20,186	20,712	21,250	21,803	22,369	22,952	23,550	24,162	24,792	25,438	26,098
196	8	1568	14,165	14,534	14,912	15,300	15,697	16,106	16,525	16,955	17,396	17,850	18,313	18,790	19,278	19,781	20,295	20,824	21,366	21,921	22,491	23,076	23,677	24,294	24,925	25,575	26,241	26,922
206	8	1648	14,888	15,276	15,673	16,080	16,498	16,928	17,368	17,820	18,283	18,760	19,247	19,749	20,261	20,790	21,331	21,886	22,456	23,039	23,639	24,253	24,885	25,533	26,196	26,879	27,580	28,296
216	8	1728	15,611	16,017	16,433	16,861	17,299	17,750	18,211	18,685	19,171	19,671	20,182	20,707	21,245	21,800	22,366	22,949	23,546	24,158	24,786	25,430	26,093	26,773	27,468	28,184	28,919	29,669
226	8	1808	16,333	16,759	17,194	17,642	18,100	18,572	19,054	19,550	20,058	20,582	21,116	21,666	22,229	22,809	23,402	24,011	24,636	25,276	25,934	26,607	27,301	28,012	28,740	29,489	30,258	31,043
12 mo	8	1888	17,056	17,500	17,955	18,422	18,901	19,393	19,897	20,415	20,946	21,492	22,050	22,625	23,212	23,818	24,437	25,074	25,726	26,395	27,081	27,785	28,509	29,252	30,011	30,794	31,597	32,417

			Level 7 Steps																									
Hourly Pay Rate			Min																							Max		
Days	Hours	Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
182	8	1456	14,377	14,741	15,115	15,499	15,890	16,295	16,708	17,131	17,566	18,012	18,467	18,936	19,416	19,909	20,414	20,932	21,462	22,006	22,565	23,137	23,724	24,325	24,941	25,574	26,223	26,887
190	8	1520	15,009	15,389	15,779	16,180	16,589	17,011	17,443	17,884	18,338	18,804	19,279	19,768	20,269	20,784	21,311	21,852	22,405	22,974	23,557	24,154	24,767	25,394	26,037	26,698	27,376	28,069
196	8	1568	15,483	15,875	16,277	16,691	17,113	17,548	17,994	18,449	18,917	19,397	19,888	20,393	20,909	21,441	21,984	22,542	23,113	23,699	24,300	24,917	25,549	26,196	26,860	27,542	28,240	28,955
206	8	1648	16,273	16,685	17,108	17,542	17,986	18,443	18,912	19,390	19,882	20,387	20,902	21,433	21,976	22,534	23,106	23,692	24,292	24,908	25,540	26,188	26,853	27,533	28,230	28,947	29,681	30,433
216	8	1728	17,063	17,495	17,938	18,394	18,859	19,339	19,830	20,331	20,847	21,377	21,917	22,474	23,043	23,628	24,228	24,842	25,471	26,117	26,780	27,460	28,156	28,869	29,600	30,352	31,122	31,910
226	8	1808	17,853	18,305	18,769	19,245	19,732	20,234	20,748	21,272	21,812	22,366	22,932	23,514	24,110	24,722	25,349	25,992	26,650	27,326	28,020	28,731	29,460	30,206	30,971	31,757	32,563	33,387
12 mo	8	1888	18,643	19,115	19,599	20,097	20,605	21,129	21,666	22,214	22,778	23,356	23,947	24,554	25,177	25,816	26,471	27,142	27,830	28,536	29,260	30,002	30,763	31,542	32,341	33,162	34,004	34,865



AESOP Salary Schedule

Annual / Hourly Rates by Pay Level

Effective January 1, 2008

			Level 8 Steps																									
Hourly Pay Rate			Min																							Max		
Days	Hours	Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
182	8	1456	15,713	16,102	16,499	16,907	17,324	17,751	18,191	18,640	19,101	19,572	20,055	20,552	21,058	21,581	22,112	22,658	23,217	23,791	24,379	24,980	25,598	26,229	26,878	27,542	28,222	28,919
190	8	1520	16,404	16,810	17,224	17,650	18,086	18,532	18,991	19,460	19,941	20,433	20,937	21,455	21,983	22,529	23,084	23,653	24,237	24,837	25,450	26,078	26,723	27,382	28,059	28,753	29,463	30,190
196	8	1568	16,922	17,341	17,768	18,207	18,657	19,117	19,590	20,074	20,571	21,078	21,598	22,133	22,677	23,241	23,813	24,400	25,003	25,621	26,254	26,902	27,567	28,246	28,945	29,661	30,393	31,143
206	8	1648	17,785	18,225	18,675	19,136	19,609	20,092	20,590	21,098	21,620	22,153	22,700	23,262	23,834	24,426	25,027	25,645	26,278	26,928	27,593	28,274	28,973	29,687	30,422	31,174	31,944	32,732
216	8	1728	18,649	19,110	19,581	20,065	20,561	21,068	21,589	22,123	22,670	23,229	23,802	24,391	24,991	25,612	26,242	26,890	27,554	28,236	28,933	29,647	30,380	31,129	31,899	32,688	33,494	34,321
226	8	1808	19,512	19,995	20,488	20,994	21,513	22,043	22,589	23,147	23,719	24,304	24,904	25,520	26,148	26,798	27,457	28,135	28,830	29,543	30,272	31,020	31,786	32,570	33,376	34,201	35,045	35,910
12 mo	8	1888	20,376	20,879	21,395	21,923	22,464	23,018	23,589	24,171	24,769	25,380	26,006	26,650	27,305	27,984	28,672	29,380	30,105	30,850	31,612	32,392	33,193	34,011	34,852	35,714	36,596	37,499

			Level 9 Steps																									
Hourly Pay Rate			Min																							Max		
Days	Hours	Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
182	8	1456	17,176	17,587	18,011	18,442	18,887	19,340	19,805	20,282	20,769	21,269	21,780	22,304	22,839	23,388	23,951	24,527	25,116	25,721	26,340	26,971	27,619	28,284	28,965	29,661	30,373	31,104
190	8	1520	17,931	18,360	18,803	19,253	19,717	20,191	20,676	21,173	21,682	22,204	22,737	23,285	23,843	24,416	25,003	25,605	26,220	26,851	27,497	28,157	28,833	29,527	30,238	30,965	31,708	32,471
196	8	1568	18,497	18,940	19,396	19,861	20,339	20,828	21,329	21,842	22,366	22,905	23,455	24,020	24,596	25,187	25,793	26,414	27,048	27,699	28,366	29,046	29,744	30,460	31,193	31,943	32,710	33,497
206	8	1648	19,441	19,906	20,386	20,874	21,377	21,891	22,417	22,957	23,508	24,074	24,652	25,246	25,851	26,472	27,109	27,762	28,428	29,112	29,813	30,528	31,262	32,014	32,784	33,573	34,379	35,206
216	8	1728	20,384	20,873	21,376	21,887	22,415	22,953	23,505	24,071	24,649	25,243	25,848	26,471	27,106	27,758	28,425	29,109	29,808	30,526	31,260	32,010	32,779	33,568	34,376	35,203	36,048	36,915
226	8	1808	21,328	21,839	22,365	22,901	23,452	24,016	24,593	25,185	25,790	26,411	27,045	27,697	28,361	29,043	29,741	30,457	31,188	31,939	32,707	33,492	34,297	35,122	35,967	36,832	37,716	38,624
12 mo	8	1888	22,272	22,805	23,355	23,914	24,490	25,079	25,682	26,300	26,931	27,580	28,242	28,922	29,616	30,328	31,057	31,805	32,568	33,352	34,155	34,974	35,814	36,676	37,558	38,462	39,385	40,333



AESOP Salary Schedule
Annual / Hourly Rates by Pay Level

Effective January 1, 2008

			Level 10 Steps																									
Hourly Pay Rate			Min																							Max		
Days	Hours	Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
182	8	1456	18,772	19,211	19,661	20,119	20,590	21,072	21,564	22,068	22,584	23,113	23,653	24,206	24,771	25,351	25,944	26,550	27,170	27,806	28,456	29,122	29,803	30,499	31,213	31,942	32,688	33,452
190	8	1520	19,597	20,056	20,525	21,003	21,495	21,998	22,512	23,038	23,576	24,129	24,692	25,270	25,860	26,465	27,084	27,717	28,365	29,028	29,707	30,402	31,113	31,840	32,585	33,346	34,125	34,923
196	8	1568	20,216	20,689	21,173	21,667	22,174	22,693	23,223	23,766	24,321	24,891	25,472	26,068	26,677	27,301	27,940	28,592	29,260	29,945	30,645	31,362	32,096	32,845	33,614	34,399	35,203	36,025
206	8	1648	21,247	21,745	22,253	22,772	23,306	23,850	24,408	24,978	25,562	26,161	26,772	27,398	28,038	28,694	29,365	30,051	30,753	31,473	32,209	32,962	33,733	34,521	35,329	36,154	36,999	37,863
216	8	1728	22,278	22,800	23,333	23,878	24,437	25,008	25,593	26,191	26,802	27,431	28,071	28,728	29,399	30,087	30,791	31,509	32,246	33,000	33,772	34,562	35,371	36,197	37,044	37,909	38,795	39,701
226	8	1808	23,310	23,856	24,414	24,983	25,568	26,166	26,777	27,404	28,043	28,701	29,371	30,058	30,760	31,480	32,216	32,968	33,739	34,528	35,336	36,162	37,008	37,873	38,759	39,664	40,591	41,540
12 mo	8	1888	24,341	24,911	25,494	26,089	26,700	27,324	27,962	28,616	29,284	29,971	30,670	31,388	32,121	32,873	33,642	34,427	35,232	36,056	36,900	37,762	38,646	39,548	40,474	41,419	42,387	43,378

			Level 11 Steps																									
Hourly Pay Rate			Min																							Max		
Days	Hours	Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
182	8	1456	20,517	20,984	21,461	21,948	22,447	22,957	23,479	24,012	24,557	25,115	25,687	26,270	26,866	27,478	28,102	28,740	29,392	30,060	30,744	31,442	32,156	32,887	33,635	34,398	35,180	35,979
190	8	1520	21,419	21,906	22,404	22,913	23,434	23,966	24,511	25,068	25,637	26,219	26,816	27,425	28,047	28,686	29,338	30,003	30,684	31,382	32,095	32,824	33,569	34,332	35,113	35,910	36,726	37,560
196	8	1568	22,095	22,598	23,112	23,636	24,174	24,723	25,285	25,859	26,446	27,047	27,663	28,291	28,932	29,592	30,264	30,950	31,653	32,373	33,109	33,861	34,629	35,416	36,222	37,044	37,886	38,746
206	8	1648	23,223	23,751	24,291	24,842	25,408	25,985	26,575	27,178	27,795	28,427	29,074	29,735	30,409	31,101	31,808	32,529	33,268	34,024	34,798	35,589	36,396	37,223	38,070	38,934	39,819	40,723
216	8	1728	24,350	24,904	25,470	26,048	26,641	27,246	27,865	28,498	29,145	29,807	30,485	31,178	31,885	32,611	33,352	34,109	34,883	35,676	36,487	37,316	38,163	39,030	39,918	40,824	41,752	42,700
226	8	1808	25,477	26,057	26,649	27,254	27,874	28,507	29,155	29,817	30,494	31,187	31,897	32,622	33,361	34,121	34,896	35,688	36,498	37,328	38,176	39,044	39,930	40,837	41,766	42,714	43,685	44,677
12 mo	8	1888	26,605	27,210	27,829	28,460	29,108	29,769	30,445	31,137	31,843	32,567	33,308	34,065	34,837	35,631	36,441	37,267	38,113	38,979	39,866	40,771	41,697	42,644	43,614	44,604	45,617	46,654



AESOP Salary Schedule
Annual / Hourly Rates by Pay Level

Effective January 1, 2008

			Level 12 Steps																									
Min			Max																									
Hourly Pay Rate			15.40	15.74	16.09	16.44	16.81	17.18	17.56	17.95	18.34	18.75	19.16	19.58	20.01	20.45	20.91	21.37	21.84	22.32	22.81	23.32	23.83	24.35	24.89	25.44	26.00	26.58
Days	Hours	Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
182	8	1456	22,425	22,922	23,426	23,943	24,471	25,012	25,562	26,128	26,703	27,293	27,895	28,509	29,138	29,781	30,439	31,110	31,796	32,497	33,215	33,947	34,696	35,460	36,245	37,043	37,861	38,695
190	8	1520	23,411	23,929	24,456	24,995	25,546	26,111	26,686	27,277	27,877	28,493	29,121	29,762	30,419	31,090	31,777	32,478	33,194	33,926	34,675	35,439	36,221	37,019	37,838	38,671	39,525	40,396
196	8	1568	24,151	24,685	25,228	25,785	26,353	26,936	27,529	28,138	28,757	29,392	30,041	30,702	31,380	32,072	32,780	33,504	34,242	34,997	35,770	36,558	37,365	38,188	39,033	39,893	40,774	41,671
206	8	1648	25,383	25,944	26,515	27,100	27,698	28,310	28,933	29,573	30,224	30,892	31,573	32,269	32,981	33,708	34,453	35,213	35,989	36,783	37,595	38,423	39,271	40,136	41,024	41,928	42,854	43,798
216	8	1728	26,615	27,204	27,802	28,416	29,042	29,684	30,338	31,009	31,692	32,392	33,106	33,835	34,582	35,345	36,125	36,922	37,736	38,568	39,420	40,289	41,177	42,085	43,016	43,963	44,934	45,924
226	8	1808	27,847	28,463	29,089	29,731	30,387	31,059	31,742	32,445	33,159	33,891	34,639	35,401	36,183	36,981	37,797	38,632	39,483	40,354	41,245	42,154	43,084	44,033	45,007	45,999	47,014	48,050
12 mo	8	1888	29,079	29,723	30,377	31,047	31,731	32,433	33,147	33,880	34,626	35,391	36,171	36,968	37,784	38,617	39,470	40,341	41,230	42,139	43,070	44,019	44,990	45,982	46,999	48,034	49,095	50,176

			Level 13 Steps																									
Min			Max																									
Hourly Pay Rate			16.83	17.20	17.56	17.94	18.32	18.72	19.12	19.52	19.94	20.37	20.81	21.25	21.71	22.17	22.64	23.13	23.62	24.13	24.65	25.17	25.71	26.26	26.82	27.40	27.98	28.58
Days	Hours	Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
182	8	1456	24,512	25,036	25,572	26,120	26,679	27,250	27,833	28,428	29,036	29,658	30,292	30,940	31,603	32,279	32,969	33,676	34,396	35,132	35,885	36,652	37,436	38,237	39,056	39,892	40,746	41,618
190	8	1520	25,589	26,137	26,696	27,268	27,851	28,448	29,056	29,678	30,312	30,961	31,624	32,300	32,992	33,698	34,418	35,156	35,908	36,676	37,463	38,263	39,081	39,918	40,773	41,646	42,537	43,447
196	8	1568	26,397	26,962	27,539	28,129	28,731	29,346	29,974	30,615	31,270	31,939	32,623	33,320	34,034	34,762	35,505	36,266	37,042	37,834	38,646	39,471	40,315	41,178	42,060	42,961	43,880	44,819
206	8	1648	27,744	28,338	28,944	29,565	30,197	30,843	31,503	32,177	32,865	33,568	34,287	35,020	35,770	36,536	37,317	38,116	38,932	39,764	40,617	41,485	42,372	43,279	44,206	45,153	46,119	47,106
216	8	1728	29,091	29,713	30,349	31,000	31,663	32,340	33,032	33,739	34,460	35,198	35,951	36,720	37,507	38,310	39,128	39,967	40,822	41,695	42,589	43,499	44,429	45,380	46,352	47,345	48,357	49,393
226	8	1808	30,437	31,089	31,754	32,435	33,128	33,838	34,561	35,301	36,056	36,828	37,616	38,420	39,243	40,083	40,940	41,817	42,712	43,625	44,561	45,513	46,486	47,481	48,498	49,536	50,596	51,679
12 mo	8	1888	31,784	32,465	33,159	33,870	34,594	35,335	36,091	36,863	37,651	38,457	39,280	40,120	40,980	41,857	42,751	43,667	44,602	45,555	46,532	47,527	48,543	49,582	50,644	51,728	52,835	53,966



AESOP Salary Schedule
Annual / Hourly Rates by Pay Level

Effective January 1, 2008

Min			Level 14 Steps																								Max	
Hourly Pay Rate			18.40	18.78	19.17	19.57	19.97	20.39	20.81	21.24	21.68	22.13	22.59	23.06	23.54	24.03	24.53	25.04	25.55	26.08	26.63	27.18	27.74	28.32	28.90	29.50	30.12	30.74
Days	Hours	Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
182	8	1456	26,792	27,347	27,914	28,494	29,083	29,687	30,304	30,931	31,573	32,228	32,897	33,578	34,275	34,985	35,712	36,452	37,207	37,979	38,767	39,571	40,392	41,230	42,085	42,958	43,849	44,757
190	8	1520	27,970	28,549	29,141	29,747	30,362	30,992	31,636	32,291	32,961	33,645	34,343	35,054	35,782	36,523	37,282	38,054	38,843	39,649	40,471	41,311	42,168	43,042	43,935	44,847	45,776	46,725
196	8	1568	28,853	29,450	30,062	30,686	31,321	31,971	32,635	33,310	34,002	34,707	35,427	36,161	36,912	37,676	38,459	39,255	40,070	40,901	41,749	42,615	43,500	44,402	45,323	46,263	47,222	48,200
206	8	1648	30,325	30,953	31,595	32,252	32,919	33,602	34,300	35,010	35,736	36,478	37,235	38,006	38,795	39,599	40,421	41,258	42,114	42,987	43,879	44,789	45,719	46,667	47,635	48,623	49,631	50,659
216	8	1728	31,797	32,455	33,129	33,817	34,516	35,233	35,965	36,709	37,471	38,249	39,042	39,851	40,678	41,521	42,384	43,261	44,158	45,074	46,010	46,964	47,938	48,933	49,947	50,984	52,040	53,119
226	8	1808	33,269	33,958	34,663	35,383	36,114	36,865	37,630	38,409	39,206	40,020	40,850	41,696	42,561	43,443	44,346	45,264	46,203	47,161	48,140	49,138	50,158	51,198	52,260	53,344	54,450	55,578
12 mo	8	1898	34,741	35,460	36,197	36,948	37,712	38,496	39,296	40,108	40,941	41,790	42,657	43,541	44,444	45,366	46,308	47,267	48,247	49,248	50,270	51,312	52,377	53,463	54,572	55,704	56,859	58,037

APPENDIX B

MEMORANDUM OF UNDERSTANDING



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ASSOCIATION OF EDUCATIONAL SECRETARIES AND
OFFICE PROFESSIONALS AND
THE PALM BEACH COUNTY SCHOOL DISTRICT

The aforementioned parties, by the signatures of their respective representatives below, agree this 9th day of February, 2005 to the following concerning the re-fingerprinting of employees as required by Senate Bill 2986.

1. The parties recognize that the Florida Legislature enacted and the Governor signed into law Senate Bill 2986 during the 2004 Legislative Session. This law, effective July 1, 2004, requires all public education employees to be re-fingerprinted with such prints to be reviewed and maintained by the Florida Department of Law Enforcement (FDLE) with an initial review of each set of prints by the Federal Bureau of Investigation (FBI) with a follow-up review by the FBI every five years thereafter.
2. This agreement affects only employees who are required to be re-fingerprinted by the State on or after July 1, 2004 and does not apply to the initial costs of fingerprinting applicants seeking employment with the District either before or after July 1, 2004.
3. The District will assume all initial costs of re-fingerprinting for all impacted employees of the District, i.e., the District's administrative cost, the cost of the initial fingerprint check with the FDLE, and the cost of the initial fingerprint check with the FBI.
4. Beginning in the fall of the FY immediately following the FY during which the affected employee is re-fingerprinted and each year thereafter, each affected employee will assume the annual maintenance fee charged by the FDLE and, every five (5) years thereafter, the fee charged by the FBI. Payroll deductions will be used by the employee to make these payments.
5. This agreement does not affect applicants who are seeking employment with the District, except they will be subject to the maintenance fees set forth in paragraph 4 above in the event they become employees of the District on or after July 1, 2004.
6. The parties agree that employees represented by AESOP who were employees of the District before July 1, 2004 and who remain employees of the District without a break in service into the 2008-2009 fiscal year will not be subject to re-fingerprinting until the 2008-2009 fiscal year and will not be required to start paying the maintenance fees set forth in paragraph 4 above until the fall of 2009. The parties further agree that impacted AESOP represented employees may be required to travel a reasonable distance to a location other than their regular work site to be re-fingerprinted during the 2008-2009 fiscal year. To the extent possible and within reason, any travel time to or from the re-fingerprinting site will be scheduled during the employee's regular working hours; however, any associated travel expense will be borne by the employee.

APPENDIX C

AESOP JOB CLASSIFICATION SCHEDULE

Bargaining Group 'A'

This group includes, but is not limited to, Secretaries I & II, Secretarial Clerks, Dispatchers, Accounting Clerks & Technicians, Media Clerks I & II, Data Processors, School Treasurers, Paraprofessionals I, and Human Resources Technicians.

JOB CODE	CLASSIFICATION TITLE GRADE LEVEL ORDER	GRADE LEVEL
31230	ASSISTANT - BEHAVIORAL/PHYSICAL NEEDS I	6
31130	ASSISTANT - PARAPROF I/TITLE I ELEM	6
31150	ASSISTANT - PARAPROF I/TITLE I M/J	6
31170	ASSISTANT - PARAPROF I/TITLE I SH	6
30920	ASSISTANT - PARAPROFESSIONAL I	6
31440	CLERK - VIDEO LIBRARY	6
32540	OPERATOR - DATA ENTRY I	6
32740	OPERATOR - SCANNER I	6
34780	TECHNICIAN - INFORMATION SUPPORT I	6
31160	CLERK - ACCOUNTING I	7
31320	CLERK - MEDIA I	7
31360	CLERK - MEDIA ORDERS I	7
32560	OPERATOR - DATA ENTRY II	7
35260	TECHNICIAN - MEDIA AUTOMATION I	7
31200	CLERK - ACCOUNTING II	7
31380	CLERK - MEDIA ORDERS II	7
93310	COUNSELOR - SCHOOL AGE CHILD CARE	7
91300	FACILITATOR - ESOL COMMUNITY LANGUAGE	7
32580	OPERATOR - DATA ENTRY III	7
32760	OPERATOR - SCANNER II	7
33080	RECEPTIONIST - PURCHASING	7
34800	TECHNICIAN - INFORMATION SUPPORT II	7
35280	TECHNICIAN - MEDIA AUTOMATION II	7
35700	TECHNICIAN - PURCHASING HELP DESK	7
31220	CLERK - ACCOUNTING III	8
31340	CLERK - MEDIA II	8
31420	CLERK - SCHOOL SECRETARIAL	8

AESOP JOB CLASSIFICATION SCHEDULE

Bargaining Group 'A'

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JOB CODE	CLASSIFICATION TITLE GRADE LEVEL ORDER	GRADE LEVEL
31410	CLERK - SECRETARIAL I	8
32480	OPERATOR - BINDERY	8
32600	OPERATOR - DATA ENTRY (SENIOR)	8
33920	TECHNICIAN - BENEFITS SUPPORT	8
34400	TECHNICIAN - CLAIMS	8
35780	TECHNICIAN - RECORDS I (DMS)	8
31080	ATTENDANT - PBX CONSOLE/INFORMATION	9
31240	CLERK - ACCOUNTING IV	9
31260	CLERK - ACCOUNTING/DMS IV	9
31280	CLERK - ACCOUNTING/PAYROLL IV	9
31300	CLERK - ACCOUNTING/PRINTING SERVICES IV	9
31400	CLERK - MEDICAL RECORDS	9
31350	CLERK - PLANNING INFORMATION I	9
31430	CLERK - SECRETARIAL II	9
31720	DATA PROCESSOR I	9
32620	OPERATOR - MAINFRAME COMPUTER I	9
33940	TECHNICIAN - BENEFITS I	9
34300	TECHNICIAN - DATA CONTROL	9
35020	TECHNICIAN - MAINFRAME/PROD CONTROL I	9
35720	TECHNICIAN - PURCHASING I	9
35800	TECHNICIAN - RECORDS II (DMS)	9
36140	TREASURER - SCHOOL I	9
31370	CLERK - PLANNING INFORMATION II	10
90000	CLIENT RESOURCE EDUCATOR	10
31740	DATA PROCESSOR II	10
62000	INSTRUCTIONAL TECHNICAL SUPPORT ASST	10
32200	LIBRARIAN - MAINFRAME DATA SYSTEMS	10

Palm Beach County School District
January 2008

AESOP JOB CLASSIFICATION SCHEDULE

Bargaining Group 'A'

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JOB CODE	CLASSIFICATION TITLE GRADE LEVEL ORDER	GRADE LEVEL
32860	OPERATOR - DIGITAL IMAGE DUPLICATOR I	10
32640	OPERATOR - MAINFRAME COMPUTER II	10
32900	PROCESSOR - TECHNICAL REPORTS	10
36320	REPRESENTATIVE - TRANSP CUSTOMER SRVCS	10
90400	SECRETARY - COMMUNITY SCHOOL	10
33960	TECHNICIAN - BENEFITS II	10
34820	TECHNICIAN - INFORMATION SUPPORT (SENIOR)	10
34980	TECHNICIAN - LIBRARY/MEDIA SVCS HELP DESK I	10
35040	TECHNICIAN - MAINFRAME/PROD CONTROL II	10
35610	TECHNICIAN - PRODUCTION CONTROL	10
35740	TECHNICIAN - PURCHASING II	10
35820	TECHNICIAN - RECORDS (SENIOR)	10
35510	TECHNICIAN - RESEARCH EVAL & ASSESSMENT	10
36160	TREASURER - SCHOOL II	10
31390	CLERK - PLANNING INFORMATION III	11
32080	INSTRUCT TELEVISION STATION TRAFFIC SCHED	11
31510	OPERATOR - COMPUTER III	11
32880	OPERATOR - DIGITAL IMAGE DUPLICATOR II	11
32660	OPERATOR - MAINFRAME COMPUTER III	11
33440	SECRETARY - NON-CONFIDENTIAL I	11
33760	TECHNICIAN - ACCOUNTING/INST MATERIALS	11
33980	TECHNICIAN - BENEFITS III	11
35670	TECHNICIAN - CAPITAL ASSETS	11
34260	TECHNICIAN - CONSTRUCTION PURCHASING III	11
35470	TECHNICIAN - HUMAN RESOURCES I	11
35000	TECHNICIAN - LIBRARY/MEDIA SVCS HELP DESK II	11
35060	TECHNICIAN - MAINFRAME/PROD CONTROL III	11

Palm Beach County School District
January 2008

AESOP JOB CLASSIFICATION SCHEDULE

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JOB CODE	CLASSIFICATION TITLE GRADE LEVEL ORDER	GRADE LEVEL
35300	TECHNICIAN - MEDIA AUTOMATION (SENIOR)	11
35760	TECHNICIAN - PURCHASING III (SENIOR)	11
35680	TECHNICIAN - PURCHASING CODING	11
35940	TECHNICIAN - USER SUPPORT I	11
30480	ANALYST - INFORMATION & APPLIC SUPPORT	12
30900	ASSISTANT - DISTRIBUTED TECHNOLOGY	12
31960	FOREPERSON - PRINTING SERVICES	12
33260	OPERATOR - EMERGENCY COMMUNICATIONS	12
32680	OPERATOR - MAINFRAME COMPUTER (SENIOR)	12
32920	PROCESSOR - TECHNICAL REPORTS (SENIOR)	12
33710	TECHNICAL ASST-UNIFORM BLDG CODE INSPECT	12
33720	TECHNICIAN - ACCOUNTING	12
33800	TECHNICIAN - ACCOUNTING/PAYROLL	12
33860	TECHNICIAN - ACCOUNTS PAYABLE I	12
34000	TECHNICIAN - BENEFITS (SENIOR)	12
33900	TECHNICIAN - BENEFITS DATA	12
33740	TECHNICIAN - CAPITAL BUDGET I	12
34160	TECHNICIAN - CLAIMS (SENIOR)	12
34660	TECHNICIAN - FTE FIELD SUPPORT	12
35490	TECHNICIAN - HUMAN RESOURCES II	12
34920	TECHNICIAN - INTERNAL ACCOUNTS I	12
35080	TECHNICIAN - MAINFRAME/PROD CONTROL (SR)	12
35180	TECHNICIAN - MAINFRAME/SECURITY I	12
35320	TECHNICIAN - MEDIA ORDERS	12
35840	TECHNICIAN - RETIREE INSURANCE	12
35960	TECHNICIAN - USER SUPPORT II	12
30230	ANALYST - COBRA/TSA BENEFITS	13

AESOP JOB CLASSIFICATION SCHEDULE

Bargaining Group 'A'

This group includes, but is not limited to, Secretaries I & II, Secretarial Clerks, Dispatchers, Accounting Clerks & Technicians, Media Clerks I & II, Data Processors, School Treasurers, Paraprofessionals I, and Human Resources Technicians.

JOB CODE	CLASSIFICATION TITLE GRADE LEVEL ORDER	GRADE LEVEL
30670	ANALYST - STATISTICAL	13
33280	LEADER - EMERGENCY COMMUNICATIONS SHIFT	13
33470	SECRETARY - NON-CONFIDENTIAL II	13
33840	TECHNICIAN - ACCOUNTING (SENIOR)	13
33830	TECHNICIAN - ACCOUNTING/PAYROLL (SENIOR)	13
33880	TECHNICIAN - ACCOUNTS PAYABLE II	13
33760	TECHNICIAN - CAPITAL BUDGET II	13
35770	TECHNICIAN - CONSTRUCTION PURCH (SENIOR)	13
34610	TECHNICIAN - FEDERAL GRANT	13
34620	TECHNICIAN - FINANCIAL DATA CONTROL	13
34650	TECHNICIAN - FISCAL COMPLIANCE	13
35570	TECHNICIAN - HUMAN RESOURCES III	13
34940	TECHNICIAN - INTERNAL ACCOUNTS II	13
35200	TECHNICIAN - MAINFRAME/SECURITY II	13
35350	TECHNICIAN - MIGRANT PROG TITLE I GRANT	13
35330	TECHNICIAN - MULTICULTURAL EDUC GRANTS	13
35600	TECHNICIAN - PRE-K GRANT	13
34670	TECHNICIAN - TRANS DEPT EMPLOYEE SVCS	13
36330	TECHNICIAN - WORKER'S COMPENSATION	13
30730	ANALYST - BUS TRACKING AND COMPLIANCE I	14
62070	SECONDARY TECHNOLOGY SUPPORT TECH	14
33530	SPECIALIST - OFFICE SUPPORT (ECO)	14
33300	SUPERVISOR - EMERGENCY COMMUNICATIONS	14
33750	TECHNICIAN - CAPITAL BUDGET III	14
35630	TECHNICIAN - HUMAN RESOURCES (SENIOR)	14

APPENDIX D



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Grievance Report

FILING DATE / /

Non-bargaining Unit Bargaining Unit: AESOP CTA NCF&O PBA

NAME OF PERSON FILING GRIEVANCE <i>(last, first, middle initial)</i>	TITLE	LEVEL/STEP
SCHOOL OR DEPARTMENT	TELEPHONE / PX () -	

Board Policy(ies)/ Administrative Directive(s) misapplied/violated *(for non-bargaining unit employees only)*

Contract provisions grieved *(for bargaining unit employees only)*

Grievance Statement *(include date of occurrence)*

Relief Sought

SIGNATURE OF PERSON FILING GRIEVANCE DATE

SIGNATURE OF ASSOCIATION / UNION OFFICER OR STAFF REPRESENTATIVE *(if applicable)* DATE TITLE / POSITION

DISPOSITION BY ADMINISTRATION *(attach additional sheets if necessary)*

SIGNATURE DATE TITLE / POSITION

PBSD 0114 (Rev. 4/4/2006) ORIGINAL - Office of Labor Relations COPY - Appropriate Administrator
 COPY - Association or Union Representative COPY - Person filing grievance