COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

SERVICE EMPLOYEES INTERNATIONAL UNION/ FLORIDA PUBLIC SERVICES UNION (SEIU/FPSU)

REGULAR

January 1, 2025 – December 31, 2025

Negotiations for the 2024-2025 School Year

The School Board of Palm Beach County

Matthew Lane District 1

Virginia Savietto
District 2

Karen M. Brill, Chairperson
District 3

Erica Whitfield
District 4

Gloria Branch

District 5

Marcia Andrews, Vice Chairperson
District 6

Edwin Ferguson, Esq.
District 7

Michael J. Burke
Superintendent of Schools

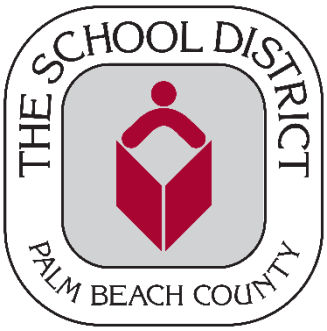
DISTRICT BARGAINING TEAM

Tim Kubrick, Chief of Human Resources / Chief Negotiator

Heather Frederick, Chief Financial Officer

Joseph Sanches, Chief Operating Officer

Shawntoyia Bernard, Esq., General Counsel



Diane Wyatt, Director – HR Compliance & Processes
Kevin McCormick, Director - Exceptional Student Education

Mark Mitchell, Director - Compensation and Employee Information Services

Allison Monbleau, Director - School Food Service

Shane Searchwell, Director - Transportation

Stacey Marshall, Director - Maintenance & Plant Operations

M.J. Steele, Director - Early Childhood Education

Jean Marie Middleton, Esq., Assistant General Counsel

V. Danielle Williams, Esq., Senior Attorney, Office of General Counsel

Magdalena Prieto, General Manager - School Food Service

Latoya Bunche, General Manager - Transportation

Heidy Gonzalez-Melendez, Human Resources Partner – Operations

Diomedis Ramos-Cruse, Manager – Labor Relations

Service Employees International Union/Florida Public Services Union SEIU/FPSU (Regular)

Bargaining Team

Alphonso Mayfield, President
Mark W. Floyd, Chief Negotiator
Afifa Khaliq, Chief of Staff

Johnny Worthen, Custodial Coordinator
MP&O

Lemun Fields, Technician Maintenance
Facilities Services/MP&O

Cassandra Joseph, Bus Driver I
Royal Palm Transportation Compound

David Weinstock, Mechanic
Royal Palm Transportation Compound

Rhonda Miller, Bus Driver I South
Transportation Compound

Julia Reddick, Customer Care Representative
Central Transportation

Curtis Shepherd, Technician Custodial
MP&O

Tamika Berry, ECP
Village Academy

Jeff Sears, Leader Support Operations
Facilities Services/MP&O

Jeffers Walker, Foreperson Custodial II
K.E. Cunningham – Canal Point Elementary

Sirhoward Mckinon, Bus Driver I
North Transportation

Doris Mottley, Leader Supply Task
Facilities Services/MP&O

Alexander Lopez, Foreman Mechanic South
Transportation Compound

Sheree Norford, Asst Beh/Phys Needs II
Allamanda Elementary

Heather Besay, Asst Beh/Phys Needs II
Emerald Cove Middle School

Mariah Stanley, Asst Beh/Phys Needs II
Hidden Oaks (K-8)

Charles Bailey, Asst Beh/Phys Needs II
Suncoast High

Helena Garvin, ECP
Galaxy Elementary

Curtis Shepherd, Technician Custodial
MP&O

Chandrawattie Veerapen, Asst Beh/Phys II
Jerry Thomas Elementary

Jamile Aljouny, Asst Beh/Phys Needs II
Jerry Thomas Elementary

Stephan Falcon, Custodial Coordinator
MP&O

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ARTICLE 1 Preamble

This Comprehensive Agreement is entered into by the School District of Palm Beach County, Florida and the SERVICE EMPLOYEES INTERNATIONAL UNION/FLORIDA PUBLIC SERVICES UNION (SEIU/FPSU), and was ratified by SEIU/FPSU (Regular) on the 5th day of September, 2025 and adopted by the School Board on the 4th day of June, 2025.

The Parties agree that nothing herein prohibits the opening of negotiations by either party in September of 2025 for successor negotiations, to be effective on January 1, 2026, prior to the expiration of the Agreement. The Parties further agree that nothing herein prohibits SEIU/ FPSU from negotiating with the District in 2025 on the additional costs of health premiums for calendar year 2026 and on other mutually agreed upon benefit changes in coalition bargaining with the other employee organizations recognized by the District's School Board as provided herein.

Unless otherwise stated herein, this Agreement shall be effective upon ratification by SEIU/FPSU and approval of the District's School Board and shall continue in effect through December 2025.

In WITNESS WHEREOF, the aforesaid Parties have hereunto executed this Agreement on the ____ day of September, 2025.

THE SERVICE EMPLOYEES INTERNATIONAL UNION/
FLORIDA PUBLIC SERVICES UNION

Alphonso Mayfield, President

Mark W. Floyd, Chief Negotiator

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

Michael J. Burke, Superintendent

Karen Brill, Chairperson of the School Board

Tim Kubrick, Chief of Human Resources/
Chief Negotiator

ARTICLE 2 DEFINITIONS

DEFINITIONS

The following list of terms will be used frequently in this agreement, and whenever they are used will refer to the definitions described below unless otherwise stipulated.

"BOARD" or "DISTRICT" - The School District of Palm Beach County, Florida, its administrative representatives or agents.

"COLLECTIVE BARGAINING" - The mutual obligation of the Board and the bargaining agent SEIU/FPSU to meet at reasonable times, to negotiate in good faith, and execute a written contract with respect to agreements reached.

"COMMISSION" - The Public Employees Relations Commission (PERC) created by Florida Statute 447, Part II, Chapter 74-100.

"DAY" - Unless otherwise specified in this agreement, "day" shall mean an employee workday.

"EMPLOYEE" - A full or part-time person on a regular, interim, or probationary appointment who is eligible for membership in the bargaining unit. As used in this agreement, "employee" does not mean substitutes or temporary employees.

"FEDERAL MEDIATION AND CONCILIATION SERVICE" (FMCS)

"MANAGEMENT" AND "SUPERVISORY EMPLOYEES" - Supervisors of employees and such other School Board employees so designated by the School Board, having authority in the interest of the School Board to hire, transfer, suspend, lay off, recall, promote, discharge, demote, assign, reward or discipline other employees, or the responsibility to direct them, schedule their work, evaluate or report on their performance, to adjust grievances, or to recommend effectively such action or actions.

"PUBLIC EMPLOYEES RELATIONS ACT" (PERA) - Florida Statute 447.

"SCHOOL SYSTEM" - The School District of Palm Beach County, Florida.

"SUPERINTENDENT" - The Superintendent of Schools of Palm Beach County, Florida, or his/her designated representative.

"THE UNION" OR "SEIU/FPSU" - The SEIU, Florida Public Services Union, its representatives or agents."UNION REPRESENTATIVE" - The President, Business Agent or designated representative.

ARTICLE 3 RECOGNITION

SEIU/FPSU recognizes the District as the elected representatives of the people of Palm Beach County and the legally constituted authority responsible for the operation of the county school system.

The District recognizes SEIU/FPSU as the exclusive bargaining agent with respect to wages, hours, terms, and other conditions of employment covering general employees in Transportation Services, Food and Nutrition and Services, Custodial, and Facilities Services, as specified in the Public Employees Relations Commission Order dated September 15 and 17, 1975, and modified by PERC Order No. 07E-222 dated September 18, 2007, which specifically states:

INCLUDED:

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Classification Schedule –
Bargaining Group B

This group includes, but is not limited to, regular Custodians, Electricians, Food Service I's & II's, Bus Drivers, Bus Aides and regular Trades Workers. (Revised October 2019)

JOB CODE	CLASSIFICATION TITLE GRADE LEVEL ORDER	GRADE LEVEL
31030	Aide Lunchroom	6
31070	Attendant School Bus	6
31031	SFS Aide Lunchroom	6
31590	Custodian	6
31820	Asst Food Service I	7
31690	Custodian Lead	7
83000	Helper Pest Control	7
31850	Asst Food Service II	8
81910	Asst Grounds	8
32400	Mgr Satellite Assistant	8
31710	Tech Custodial	8
31630	Asst Food Service Production	9
33190	Driver School Bus I	9
84310	Helper Trades	9
32000	Helper Transportation	9
82910	Operator M&PO Equip I	9
32320	Tech Parts I	9
80310	Worker Construction	9
32230	Courier Mail	10
33210	Driver School Bus II	10
82360	Mech Maint & Plant Op Equip I	10
82900	Operator M&PO Equip II	10
33100	Rep Customer Service DMS	10
36180	Stockperson Driver Warehouse	10
34970	Tech Inventory Control	10
35230	Tech Material Handling	10
35240	Tech Material Handling M&PO	10
84000	Tech Parts and Supply	10
32340	Tech Parts II	10
83060	Tech Pest Control	10
82515	Worker Maintenance	10
32250	Courier Mail Lead	11
82410	Mech Maint & Plant Op Equip II	11

Classification Schedule
Bargaining Group B (cont'd)
This group includes, but is not limited to, regular Custodians, Electricians, Food Service I's & II's, Bus Drivers, Bus Aides, and regular Trades Workers.

JOB CODE	CLASSIFICATION TITLE GRADE LEVEL ORDER	GRADE LEVEL
83960	Mechanic Building I	11
82960	Painter	11
78125	Representative Customer Care I	11
36200	Stockperson Driver Lead Warehs	11
82510	Tech Fence Repair Install	11
84160	Tech Irrigation Systems	11
35250	Tech Material Handling Lead	11
82525	Technician Maintenance I	11
80060	Carpenter	12
80100	Carpenter Trades Tech Insp	12
80160	Finisher Cement	12
82460	Mech Maint & Plant Op Equp III	12
82660	Mech Sheet Metal	12
82700	Mech Sheet Metal Trades Tech	12
83970	Mechanic Building II	12
82915	Operator Construction Equip I	12
83140	Operator Jet Truck	12
83110	Plasterer	12
83160	Plumber	12
83200	Plumber Trades Tech Inspector	12
82260	Representative Maintenance Service	12
78135	Representative Customer Care II	12
83310	Roofer	12
83350	Roofer Trades Tech Inspector	12
83610	Tech Appliance Refrigeration	12
83560	Tech HVAC Repair	12
83760	Tech Landscape/Sites	12
35560	Tech Planning Mechanical	12
35580	Tech Planning Structural	12
84050	Tech Plumbing Appliance	12
36030	Tech Redistribution Warehouse	12
84100	Tech Roof Systems	12
84210	Tech Structural Systems	12
35990	Tech Vehicle Control	12

Classification Schedule
Bargaining Group B
This group includes, but is not limited to, regular Custodians, Electricians, Food Service I's & II's, Bus Drivers, Bus Aides, and regular Trades Workers.

JOB CODE	CLASSIFICATION TITLE GRADE LEVEL ORDER	GRADE LEVEL
85060	Tech Window Lock Repair	12
84910	Welder	12
31540	Coor Transportation	13
80660	Electrician	13
80700	Electrician Trade Tech Insp	13
82550	Mech Paint & Body I	13
82750	Mech Tire Equipment	13
82350	Mech Trans Equipment I	13
82925	Operator Construction Equip II	13
78145	Representative Customer Care III	13
34180	Systems Technician I	13
34530	Tech AV Electronic Equip	13
34510	Tech Elec Equip Fire Alarm	13
34500	Tech Elec Trades Tech Inspctor	13
34460	Tech Electronic Equipment	13
34490	Tech Electronics	13
34550	Tech Intercom Elect Equip	13
35540	Tech Planning Electrical	13
35870	Tech Security Systems	13
82535	Technician Maintenance II	13
82600	Mech Paint & Body II	14
82400	Mech Trans Equipment II	14
82935	Operator Construction Equip III	14
34200	Systems Technician II	14
34570	Tech Energy Mgmt System	14
80665	Technician Electric/Electron I	14
83665	Technician Mechanical I	14
82450	Mech Trans Equipment III	15
80675	Technician Electric/Electron 2	15
83675	Technician Mechanical II	15
83685	Technician Mechanical III	16

EXCLUDED: All other positions of The School District of Palm Beach County, Florida.

ARTICLE 4 COLLECTIVE BARGAINING PROCEDURE

SECTION 1 PURPOSE

The process described in the agreement is dependent upon mutual understanding and cooperation. It, therefore, requires a free and open exchange of views with all Parties participating in negotiations. Both Parties agree to meet at reasonable times and places and to negotiate in a good faith effort to reach agreement on matters of mutual concern.

SECTION 2 Representation

A. Members of the District or their designated representatives and representatives who are employees of the Palm Beach County School System and named by SEIU/FPSU shall meet for the purpose of negotiating an agreement. The Chief Negotiator for the employees shall be an employee of SEIU/FPSU or representative as assigned to represent this local. Neither Party will attempt to exert any control over the other's selection of its representatives; however, each Party is limited to fifteen (15) members on the bargaining team.

B. Consultants may be called upon by either Party, at their own expense, for the express purpose of presenting data and evidence on any matter being considered by the representatives of the Parties.

C. No adverse action of any kind shall be taken by the Board or by any member of the administration against any member of the bargaining unit or by SEIU/FPSU. No adverse action shall be taken by any non- instructional employee in the bargaining unit against the Superintendent or the District by reason of participation in negotiations.

SECTION 3 Scope of Negotiations

The District and SEIU/FPSU agree to negotiate those items as prescribed by law.

SECTION 4 Public Records

Both the District and SEIU/FPSU agree to negotiate in good faith. Upon receipt of a written request from SEIU/FPSU, the District shall make available such documents as defined by Chapter 119, Florida Statutes, to be "Public Records." The Parties agree that documents copied pursuant to a written request for public documents during negotiations under this section will be provided at no charge.

The District shall provide the Union with a copy of any third party request related to membership listings.

SECTION 5 Request for Annual Negotiations

A. If either Party desires to amend or modify any of the terms or conditions of this agreement, they shall notify the other Party in writing, no later than September 1, in accordance with the Preamble of this agreement. At the meeting immediately following, both Parties shall submit a listing of the Articles for which proposals will be submitted. Items, which the Parties agree to, shall be initialed as tentative agreement(s) unless the Parties agree otherwise.

ARTICLE 4 COLLECTIVE BARGAINING PROCEDURE (cont'd)

SECTION 5 Request for Annual Negotiations (cont'd)

B. Meetings, by mutual agreement, shall be scheduled during the normal workday whenever possible; and release time without loss of pay shall be arranged when meetings are held during the regular workday. When substitutes are used, the cost of substitutes shall be borne by SEIU/FPSU.

C. SEIU/FPSU or the District shall have the right to negotiate any subject, as heretofore defined in Scope of Negotiations, at any time by mutual consent of the Parties.

SECTION 6 Ratification

When a tentative agreement is reached, it shall then be made and submitted for ratification by SEIU/FPSU membership within twenty (20) days. After ratification, the agreement shall then be submitted for adoption by the School Board at a scheduled meeting within twenty (20) days. The agreement shall be ratified and adopted in whole and no provision shall become effective until ratified by both Parties.

SECTION 7 IMPASSE

Either Party may declare impasse as provided under Florida Statutes Chapter 447 with the resolution to follow PERC guidelines.

ARTICLE 5 UNION RIGHTS AND PRIVILEGES
SECTION 1 SEIU/FPSU Representation

A. SEIU/FPSU, as representative of the employees covered in this agreement, shall have the right to present, at reasonable time, its views to the District on matters of employment either orally or in writing. While it is agreed that the views presented shall have no binding effect on the District, it is believed that this process could produce a more efficient work process and improve employer-employee relations.

B. The District recognizes the right of SEIU/FPSU to designate stewards and chief stewards from among the regular full-time employees of the District. SEIU/FPSU shall furnish written notice to the Department of Labor Relations of such designated stewards and chief stewards prior to their assuming office. SEIU/FPSU shall also furnish to the Department of Labor Relations a list of its current officers.

C. Non-employee Union representatives shall also be certified, in writing, to the Department of Labor Relations. The Union agrees that the activities of both Union stewards and non-employee Union representatives shall be carried out in such a manner as not to interfere with the normal operations of the School District. Non-employee Union representatives shall not contact employees, including stewards during regular working hours, except as provided for in Article 6, Section 1 B.

SECTION 2 Matters Appropriate for Consultation

1. Matters appropriate for consultation between the Union and the District include items of mutual concern. For the purpose of this agreement, consultation is defined as mutual discussion of matters appropriate for consultation in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the bargaining unit. Consultation should involve Union issues as opposed to individual complaints. Both Parties agree that the language of this section and article do not expand the Scope of Negotiations as defined in Article 4.
2. Consultation meetings between Union representatives and the District shall be arranged by the Department of Labor Relations or designated representative upon the request of either Party.
3. Arrangements for any consultation meeting shall be made five (5) calendar days in advance, whenever possible, and an agenda of matters related to the meeting shall be presented, in writing, at the time a consultation meeting is requested. Matters taken up on consultation meetings shall be included in the agenda and Union representatives shall be limited to no more than four (4) at any one meeting.
4. When contact is required by the Union President or local Union Administrator with the District on matters within the scope of this section, the point of contact is the Department of Labor Relations. Where contact is required by the District with SEIU/FPSU, the point of contact is the Union President, local Union Administrator or designee.

SECTION 3 Leave Time for SEIU/FPSU Representatives

A. Employee/Representative Assignment to Long-Term Temporary Duty

1. SEIU/FPSU may request and the District may grant temporary duty elsewhere to an employee/representative of SEIU/FPSU during his/her term of office. All benefits enjoyed by a member of the bargaining unit shall be continued and accrued to the individual while on leave under this provision. SEIU/FPSU shall provide the District with revenue to pay for the employee/representative's salary, taxes, retirement and fringe benefits and, in return, the District shall issue regular pay warrants to the employee/representative during his/her term of office. SEIU/FPSU shall inform the District of the date of the employee/representative's term of office so as to establish the commencement of the temporary duty elsewhere.
2. SEIU/FPSU and the District shall enter into a yearly contract prior to the granting of the leave, and the contract shall stipulate the conditions of the leave along with the terms outlining the procedure, which SEIU/FPSU will follow in reimbursing the District. Leave covered by this provision shall not be less than one year in duration.

SECTION 3 Leave Time for SEIU/FPSU Representatives (cont'd)

B. Employee Assignment to Temporary Duty

1. The Union may request up to a maximum of one hundred fifty (150) Temporary Duty Elsewhere ("TDE") leaves of absence within any year (August – July) for the sole purpose of conducting Union business.
2. The Union President or Local Union Administrator shall provide the District Director of Employee and Labor Relations with the names of the employees involved with their work location for use of such TDE's at least five (5) working days in advance of such leave. Ten (10) days advanced notice will be given in cases involving more than ten (10) TDE's.
3. The Union agrees not to use in excess of twenty (20) TDE's on the same day more than three (3) times in any year. The Union further agrees not to request more than three (3) employees from the same work location to use TDE's on the same day without prior written approval from the Chief of Human Resources or his/her designee.
4. The Union recognizes its responsibility to monitor the use of the Union requested TDE's so that any individual employee is not on such leave more than ten percent (10%) of his/her contractual duty days.

SECTION 4 SEIU/FPSU Convention

Any member of SEIU/FPSU serving as a delegate to Union state or national convention, as an official representative of the local unit, or to state/district SEIU/FPSU workshops shall be authorized paid Temporary Duty Elsewhere (TDE) Leave. SEIU/FPSU shall reimburse the District at the daily rate of pay plus fringe benefits for all time lost. Each TDE shall be submitted with a Union check to cover the total cost. Such leave shall be arranged with the principal or department director and shall be authorized by the Chief of Human Resources.

SECTION 5 Extended Leave Provisions

Consistent with the accomplishment of the mission of the District, an officer of SEIU/FPSU may be granted extended periods of temporary duty elsewhere to engage in legitimate activities of SEIU/FPSU. Such leave shall be arranged through the principal or department director, and approved by the Chief of Human Resources and the Superintendent. SEIU/FPSU agrees to reimburse the District at the daily rate including fringe benefits for all time lost. Each TDE shall be submitted with a check to cover the total cost.

SECTION 6 Dues Deductions

Payroll dues deductions are no longer permissible under Florida Statute 447.303 as of July 1, 2023. In the event there is a change in applicable law, and where all levels of appeal have been exhausted, the District will immediately implement all provisions in this section within a reasonable time period in accordance with payroll procedures. There may be a potential financial impact to the union for re-establishing payroll deductions. Upon the reestablishment of payroll deductions, the following provisions will be reinstated.

A. For an annual fee of $100.00, the District agrees to deduct membership dues, Committee on political Education (COPE) payments, and/or other uniform assessments to SEIU/FPSU from the wages of employees in the bargaining unit who voluntarily and individually authorize on forms provided by SEIU/FPSU and consistent with the requirements of the automated payroll system. Such authorization is revocable at the employee's request upon 30 days' written notice to the District and Union. In addition to the Dues Deduction form in Appendix B, the District shall accept valid telephonic and electronic authorizations from SEIU/-FPSU. The Union agrees to provide evidence of such authorizations to the District upon request.

B. SEIU/FPSU 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 SEIU/FPSU violates the laws of the State of Florida in connection with their activity as representatives of employees of the Palm Beach County Schools. SEIU/FPSU 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. The Parties agree to discuss and set-up check off in levels or percentage.

C. SEIU/FPSU and its members agree to indemnify and hold harmless the District, each individual Board member, the Superintendent and all administrators 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.

See Appendix B for Dues Deduction Form.

SECTION 7 The Use of School Buildings

SEIU/FPSU shall be allowed the use of school buildings without charge for official Union meetings. A Union designated representative upon giving at least three (3) days notice to the supervising administrator or principal will be permitted to schedule a Union meeting at the work location, provided the meeting does not interfere with the employee's duty time and the meeting room is not being used for any other purpose. The costsassociated with the custodian to open and lock up on weekends and at other times custodians are not normallyon duty shall be paid by SEIU/FPSU to the District. Any amounts shall include all the legally required amount forretirement, FICA, etc.

SECTION 8 Labels and Print-Outs

Upon receipt of a written request of the Union, the District shall furnish the Union up to two times within any 12-month period, with a print-out listing all employees who are a part of the Union's bargaining unit including their work locations and home addresses at no charge. In addition, upon receipt of a written request of the Union, the District shall furnish the Union up to two times during any 12-month period, with gummed mailing labels by zip code, containing the names and home addresses of all employees who are a part of the Union's bargaining unit.

SECTION 9 Copies

Copies provided to the Union shall be charged at the rate of $.15 per single sided sheet and $.20 per doubled sided sheet in accordance with Florida Statute, Chapter 119.

SECTION 10 Surplus District Computers

If it is determined by the District that surplus District computers can be sold to the Union in keeping with all applicable laws and without violating any contractual agreements with any other agency or any School Board Policy (ies), representatives of the District and the Union will meet to negotiate a sales contract between the Parties relating to the Union's purchase of surplus District computers.

ARTICLE 5 UNION RIGHTS AND PRIVILEGES (cont'd)

SECTION 11 Employee Information

The District will provide the Union quarterly reports of newly hired employees whose job is included in the SEIU/FPSU Unit Description. The report shall contain the name, contact information, date of hire, job location and job title of each employee.

The District shall notify the Union of any formal orientation or in-service meeting held by the District. The notice will be sent as soon as such meeting(s) are scheduled but not less than five (5) days in advance and will include the date, time and location of the meeting(s).

SEIU/FPSU shall be granted access to new employees at the conclusion of New Employee Orientation as scheduled by the District. If no formal orientation or in-service is held, the District shall allow Union representatives to meet with new hires during their meal break or after their duty day at their job location.

ARTICLE 6 EMPLOYEE RIGHTS
SECTION 1 Employee Rights

A. Any employee eligible for the unit shall have the right to SEIU/FPSU representation, if the employee desires to meet and consult with any supervisory or managerial official, via the appropriate chain of command, by appointment.

B. Employees shall conduct SEIU/FPSU activities at times other than working hours. However, in emergency or hardship cases and with the expressed approval of immediate supervisor, employees of the unit shall have the right to briefly contact their steward or other SEIU/FPSU representative during regular working hours. Approval shall not be unduly withheld, provided such communication shall in no way interrupt, delay or otherwise interfere with effective, proper and superior service to the District.

SECTION 2 Union Buttons

Employees shall be permitted to wear Union buttons while performing work as long as it does not create a safety or health problem or disrupt the normal work operation. The Union will be permitted annually to designate nine (9) Union Days and on these days, employees will be allowed to wear Union shirts. The requested designated days shall be submitted to and reviewed by the Chief Operating Officer before they are announced to employees by the Union. In addition, the Union may petition the Chief Operating Officer for additional day(s).

SECTION 3 Work Related Information

Information relating to Workers' Compensation will be posted on bulletin boards accessible to employees along with other legally required informational postings. In addition, from time to time the District may, but is not required to provide employees with informational leaflet(s) regarding retirement, In-line-of-Duty injuries/leave, Workers' Compensation, and other work-related information.

SECTION 4 Vandalism to Vehicle

If an employee's vehicle is vandalized while on the property of the District and the employee is on active duty or is onan approved TDE for District purposes, 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 vandalism. As used herein the phrase "vehicle is vandalized" means a willful and malicious act of damaging an employee's vehicle. The maximum total liability of the District under this provision will be five hundred dollars ($500) per occurrence, less any amount reimbursable by insurance. The maximum total liability of the District for the bargaining unit will be ten thousand dollars ($10,000) per school year (July 1-June 30).

SECTION 5 Privacy

The Parties agree that to the extent possible, communications at the work place that relate directly to an individual employee's evaluation, a pending grievance of an individual employee, an investigation into an alleged wrong- doing by an individual employee, disciplinary action that is being directed to an individual employee, and/or a management directive being given to an individual employee should be conducted in private, not shared with other employees,and kept confidential. Both management personnel and affected employees are admonished to keep these matters confidential and private to the extent permitted by Florida Statutes, School Board Policies and/or Administrative Directives. Nothing herein should be construed to allow an employee and/or manager to refuse to cooperate with and/or to refuse to provide information/testimony to authorized District personnel, law enforcement personnel and/or other personnel authorized by law or regulation to conduct an investigation into matters that may affect an employee(s) of the District or a student(s) who attends a District school or a Charter school.

SECTION 6 Quality Public Service Councils

In order to provide a means for continuing and improved communications; to serve as a forum for discussing and initiating programs designed to generate cost savings without a reduction in public service and to enhance the skills, training and job satisfaction of workers; Quality Public Service Councils will be established in each of the following functional areas: custodial, food service, transportation, facilities, technology and ECPs/Paraprofessionals. Upon mutual agreement of the Parties, additional Councils may be formed should the Parties agree to establish Councils for sub-function areas.

Three (3) representatives from each functional area, selected by the Union, will meet with three (3) managers in these respective functional areas a minimum of two (2) times per school year, one meeting to be held within sixty (60) days after the beginning of the school year, and a second meeting held no later than April 30 of each school year. In addition, all functional councils will meet with the Chief of the Division of Support Operations or designee twice annually subject to mutual agreement regarding meeting dates. The Union will select from among its three (3) representatives a co-chair and management will also select a co-chair from among its three (3) representatives. The co-chairs will be jointly responsible for establishing the agenda for each Council meeting in advance and shall alternate each meeting as the Chair of the Council. The co-chair who is not chairing the Council meeting will be responsible for taking the minutes of that Council meeting. After the meeting, the co-chairs will review, finalize and will both sign those minutes and then share them with the Council members, with the employees and managers being represented by that Council as well as with the Chief Operating Officer and the Superintendent of Schools.

ARTICLE 6 EMPLOYEE RIGHTS (cont'd)

Section 6 Quality Public Service Councils (cont'd)

To assure that those appointed have the authority to make decisions concerning topics that may be on the Council's agenda, either the Director or a manager who is a direct report to the Director will be appointed by management as one of its three (3) appointees to serve on the Council.

The Councils may discuss issues, which could result in an improved quality of work life both on the job and after work hours, as well as improving the quality of work performed and employee training programs. The Councils may also discuss other matters mutually agreed upon by the Parties; however, Council meetings are for the purpose of positive programs and results and are not meant to become gripe sessions for either workers or managers. Whoever is serving as Chair of a Council meeting shall admonish and declare out of order any member who would use a Council meeting as a forum to criticize an employee or a manager. In addition, there will be no retaliation taken against a Council member for reason of that member expressing in good faith his/her ideas and opinions to promote the functions of the Council.

Council meetings are not intended to bypass the Collective Bargaining process or the Grievance Procedure; however, a Council has the right to jointly develop written bargaining proposal(s) on relevant subjects along with written rationale for the proposal(s) and may request the Union and the District to place such joint proposal(s) on the bargaining agenda for the next round of bargaining between the Parties.

ARTICLE 7 EMPLOYEES CONTRACTUAL RIGHTS
SECTION 1 Probationary Employees

1. All newly hired or rehired employees are subject to a probationary period of ninety (90) workdays.
2. Employees who have not completed such period of employment may be discharged without recourse.
3. Probationary employees shall not be eligible for any type of leave except accrued sick leave or short term unpaid leave (due to illness) not to exceed five (5) days.
4 An employee's probationary period may be extended for an additional thirty (30) workdays with written notice of such extension provided twenty (20) days prior to the conclusion of the original probationary period.

SECTION 2 Permanent Employees

1. Upon successful completion of the probationary period by the employee, the employee status shall be continuous unless the Superintendent terminates the employee for reasons stated in Article 17 - Discipline of Employees (Progressive Discipline).

2. In the event the Superintendent seeks termination of a continuous employee, the School Board may suspend the employee with or without pay. The employee shall receive written notice and shall have the opportunity to formally appeal the termination. The appeals process shall be determined in accordance with Article 17 - Discipline of Employees (Progressive Discipline).

ARTICLE 8 MANAGEMENT RIGHTS (cont'd)

SEIU/FPSU and its members recognize the responsibility of the District to operate and manage its affairs in all respects in accordance with its responsibilities as established by law and as delegated by the State Board of Education; and the powers of authority which the District has not officially agreed to share by this agreement, are retained by the District. It is the right of the District to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the District to manage and direct its employees, establish reasonable rules and procedures, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of this agreement in force.

The District has the sole authority to determine the purpose and mission and the amount of the budget to be adopted by the School Board. The District and SEIU/FPSU agree that the District has and retains unaltered, its legal right to select, assign, reassign, or relocate any of its employees, and to carry out its mission under the law and State Board of Education Regulations, unless otherwise specifically enumerated herein.

Except to the extent it has been done prior to May 26, 1998, no bargaining unit work which would result in the loss of jobs by members of the bargaining unit shall be contracted out without prior consultation with the Union. In the event the Board decides to contract-out work that is routinely and regularly performed by bargaining unit members, the Board shall:

1. provide the Union no less than ten (10) day notice of intent to issue a Request for Proposal, **and**

2. Provide affected employees with no less than thirty (30) day formal notice of impact.

It is understood that changes under this Article may not be arbitrary and capricious, and it is agreed that the District has those rights which are enumerated within Florida Statute 447; however, nothing herein shall relieve the Parties of their ability to request impact bargaining.

ARTICLE 9 SALARY/BENEFITS
SECTION 1 Wages

The Parties agree to continue maintaining the progression between pay range minimums of at least 3.25% in Appendix A. The January 1, 2025 minimum-maximum salary schedules are attached as Appendix A. The Parties agree that these minimum-maximum salary schedules are not subject to further modification or change until January 1, 2026 in keeping with the Preamble of this Collective Bargaining Agreement and further agree that future modifications or changes to these minimum-maximum salary schedules will be effective on January 1 of any given year unless otherwise agreed to by the Parties.

The Parties agree that effective January 1, 2025; the annual Pay Rates of all employees shall be increased $1.00 per hour or 4%, whichever is greater. Each employee who remains an employee of the District in this bargaining unit on the date the School Board adopts this Agreement, will be paid the negotiated increase effective January 1, 2025. Those individuals, who are no longer employees of the District on the date the School Board approves this Agreement, are not entitled to any retroactive pay.

ARTICLE 9 SALARY/BENEFITS (cont'd)
Section 1 Wages (cont'd)

a) Each employee's current annual Pay Rate that is not red-lined will receive the applicable wage increase set forth above effective January 1, 2025. If after receiving the negotiated wage increase effective January 1, 2025, the employee's new Pay Rate is greater than the new maximum annual Pay Rate after it is increased effective January 1, 2025, the employee's new Pay Rate will be considered to be red-lined when wage increases are negotiated in the future.

b) An employee whose current annual Pay Rate is red-lined, but whose new annual Pay Rate will not be greater than the maximum annual Pay Rate after that maximum is increased effective January 1, 2025, will have his/her current annual Pay Rate increased as set forth in applicable subsections A, B, or C effective January 1, 2025 and will no longer have his/her annual base salary considered to be red-lined.

c) An employee whose current annual Pay Rate is red-lined, and whose new annual Pay Rate is determined to exceed the maximum annual Pay Rate after that maximum annual Pay Rate is increased effective January 1, 2025, will continue to have his/her current annual Pay Rate redlined and will not receive an increase to his/her current red-lined annual Pay Rate until such time in the future a new maximum annual Pay Rate is negotiated that is greater than the employee's current red-lined annual Pay Rate. Said employee will continue to be paid at his/her current redlined annual Pay Rate until such time in the future an annual Pay Rate is negotiated for that employee that is not greater than the maximum Pay Rate at that time. Such employees will be paid a one-time and non-recurring bonus equal to the appropriate Pay Rate increase he/she would have received if his/her Pay Rate were not red-lined. This bonus, minus standard deductions, will be computed for all days worked and to be worked (including paid holidays, if any, and paid leave days) for the period of January 1, 2025 through the end of the 2025 calendar year or the employee's last day of paid employment with the District whichever occurs first. To be eligible for a bonus payment, the employee must remain with the District in this bargaining unit on the date the School Board approves this Agreement.

SECTION 2 Summer School

An employee who participates in programs extending beyond the regular school year, such as summer school or extended year program, shall be paid at that employee's hourly rate of pay in effect during the contract period immediately preceding the extended program, providing the employee was employed in the same job classification or classification series during the preceding contract period. Supplemental pay shall not be included in calculating the hourly rate of pay.

ARTICLE 9 SALARY/BENEFITS (cont'd)
SECTION 3 Starting Salary

The pay level minimum salary shall be considered the normal hiring rate for a new employee, unless the new hire's training and experience or labor market conditions warrant a higher starting salary. The hiring authority may recommend to the Chief of Human Resources a starting salary above the minimum of the pay level, but not to exceed ten (10) percent of the minimum of that pay level.

Should the Superintendent determine that a higher entry-level annual base salary is necessary for any job classification; all employees in that job classification whose annual base salaries are less than the new entry-level salary will be advanced to the new entry-level salary. Prior to any change in the entry-level annual base salary by the Superintendent, SEIU/FPSU will be notified.

Notwithstanding the above provisions, a previous employee of the District who leaves the employment of the District in good standing (as determined by the District), who is re-hired within twenty-four (24) months of the date he/she left the District and is rehired in the same job classification he/she held at the time he/she left the District, will be rehired at the same annual base salary he/she had when he/she left the District, plus any wage increases that may have been negotiated in the interim. The rehire date, however, shall be the start date for purposes of seniority.

SECTION 4 Use of Personal Car
All employees authorized to use personal cars for approved transportation in the course of District business shall be reimbursed for mileage in accordance with established School Board policies.

SECTION 5 Promotion/Reclassification
When an employee is promoted to a position in a higher pay level, the employee will be granted an increase of five percent (5%) above their current base salary including any leadership supplement the employee received in the previous position, or the new minimum, whichever is greater.

When an employee is promoted to a higher classification, he/she shall be subject to a 90-working 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 90-working day 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. If an employee fails to satisfactorily complete the 90-work day probationary period, the employee will be reassigned to the same position occupied prior to the promotion, if available. If no vacancies exist in the same job classification at his/her previous work site, the employee will be assigned as follows:

1) if the original position is not available, he/she shall be assigned to a position in a similar position at the same salary/benefits level received prior to the promotion, but possibly in another location; and
2) if the same position is not available in any location, she/he shall be assigned to a position at the same salary/benefits level received prior to the promotion.

In the event the employee is assigned as provided in number 2, and the employee's original lower level position becomes available, the employee has a one-time option of returning to that position provided the original lower level position becomes available within 12 months of the date the employee vacated the promoted position.

SECTION 6 Transfer within the Classification

When an employee is transferred from one position to another position in the same classification level, the employee's hourly rate shall remain the same.

SECTION 7 Voluntary or Involuntary Transfer to a Lower Level Position

With the approval of the District, an employee may voluntarily accept an assignment to a lower level position he/she previously held in the District. The employee will be placed at the same rate of pay he/she held in the previous lower level position.

Involuntary Transfers to A Lower Level Position – When an employee is involuntarily assigned to a lower level position for a reason other than a reduction in force, job performance or as a result of a disciplinary action, the employee's hourly rate of pay shall remain the same provided the employee's rate of pay does not exceed the maximum rate of pay of the lower level position. In the event an employee is reinstated to his/her previous higher-level position within a period of twelve (12) months, the employee's hourly pay will not be less than the hourly Pay Rate the employee received in the previous higher-level position at the time the employee was involuntarily changed to the lower level position.

SECTION 8 Maximum of Salary Range

Any bargaining unit employee whose salary is not already at the maximum of the range for their respective pay level would be eligible for a salary increase provided that the employee's annual performance evaluation is overall satisfactory, and provided the Parties agree that these employees are to receive a specified increase as a part of any negotiated salary agreement. Any bargaining unit employee at the maximum of the Pay Level will have their salary frozen and redlined. Accordingly, no bargaining unit employee at the maximum is eligible for a salary increase that will put them outside the salary range. Any employee(s) whose salary is above the maximum for their respective pay level will have their salary frozen and redlined until such time a new annual base salary maximum is negotiated in the future that is greater than the employee's current red-lined annual base salary.

SECTION 9 Certain Facilities Services Employees

The Parties agree there is a need to address the salary levels of certain positions assigned to the Department of Facilities Services, especially as it relates to the responsibilities and the requirements of these positions as well as the relative difficulty the District faces in being able to attract and retain qualified employees in these positions.

Therefore, the Parties agree to conduct annually a compensation study including School Districts and large municipalities in South Florida that have positions that are comparable to identified positions in the Department of Facilities Services. The Parties agree to complete this compensation study by August 1, of each year. The Parties further agree that the findings of this study shall be given priority consideration when the District's budget stabilizes and resources become available to address any identified pay inequities.

ARTICLE 9 SALARY/BENEFITS (cont'd)
SECTION 10 Shift Assignments

Whenever it is necessary to assign an employee from or to a day or evening schedule, volunteers will be sought within the classification of employees at that work site needed on the day or evening shift. Unless extenuating circumstances exist, the most senior employee who volunteers shall be given priority consideration for the requested shift change. In the event no one volunteers, the least senior employee within that classification of employees at that work site shall be given priority consideration for the shift change, unless extenuating circumstances exist. Shift changes may be made in cases where documented performance concerns require supervision that is not possible during his/her regular shift. Once the concerns have been alleviated, the employee may request to return to his/her prior shift.

The resulting vacancy, if any, that the District elects to fill, will be posted pursuant to Article 20 of this Agreement. For purposes of this Section, a "day shift" is one that begins between 4:00 a.m. and 10:00 a.m. and any other shift not beginning between 4:00 a.m. and 10:00 a.m. will be considered to be an "evening shift." This Section does not apply to Bus Drivers, Bus Attendants, and other positions that do not have an evening shift.

SECTION 11 After-School Child Care Discount

As a benefit of employment with the District, all full-time SEIU/FPSU bargaining unit employees who properly enroll their child(ren) in a District After-School Child Care Program and who are not already eligible to receive any kind of discount, will receive a 25% discount on the hourly rate charged by these Programs to the general public. Employees already eligible to receive any other discount will not receive a total discount of more than 25%. This employee discount is only for hours of Before-School and After-School Programs operating on regular student attendance days and do not apply to Professional Development Days (PDDs), In-Service Days, Teacher Work Days or on days these After-School Child Care Programs are not operating. This benefit is available only to legal parents and/or legal guardians of children enrolled in a District operated public school.

ARTICLE 10 SUPPLEMENTS AND MERIT PAY AND PAYROLL PRACTICES

SECTION 1 Automotive Service Excellence (ASE) Incentive

Dedicated to improving the quality of automotive service and repairs in the Department of Transportation Services of the Palm Beach County School District, an incentive program will be continued for eligible employees who meet criteria established by the National Institute for Automotive Service Excellence (ASE). The primary function of ASE is to test and certify automobile and heavy-duty truck technicians and body repairers and painters.

To be eligible to participate in the incentive program, an employee in the Department of Transportation Services must:

A. Have two years or more of full-time experience (or equivalent), to be verified by ASE, as an automotive technician or in body/paint repair.
B. Be employed in one of the following positions:
   Equipment Mechanic I, II, III
   Paint and Body Mechanic I, II
   Transportation Foreperson
C. Certified by ASE and by successfully completing one or more tests administered by ACT.
D. Be re-certified as required by ASE to keep credentials current and valid.

ARTICLE 10 SUPPLEMENTS AND MERIT PAY AND PAYROLL

Section 1 Automotive Service Excellence (ASE) Incentive (cont'd)

Those employees listed above who are certified by ASE will receive $250 for each test passed, up to a maximum of four (4) in any one calendar year, cumulative to fifteen. Merit pay earned by eligible employees will continue as long as certification is maintained and proof of certification or re-certification is filed with the Department of Transportation Services.

The District will pay the registration and test administration costs for up to four (4) tests per year.

Merit pay will be disbursed annually on the last payday in December for those eligible employees having proper verification on file in the office of the Department of Transportation Services by the end of December each year the program is in effect.

SECTION 2 Custodial

To compensate for additional responsibilities, Lead Custodians are tasked with completing additional training and are responsible for team building and coaching of staff. Lead Custodians are also responsible for ensuring that the District's enhanced maintenance standards are reached and maintained. For these responsibilities, the District agrees to provide salary supplements to an employee designated to assist a Custodial Foreperson in custodial staff management as follows:

Leadperson	(as Foreperson I)	Supplement $750
Leadperson	(as Foreperson II)	Supplement $1,000
Leadperson	(as Foreperson III)	Supplement $1,250
Leadperson	(as Foreperson IV)	Supplement $1,500
Leadperson	(as Foreperson V)	Supplement $1,850

Such supplements shall not be removed for arbitrary or capricious reasons.

SECTION 3 Food and Nutrition Services

Merit pay for food service employees is $0.35 per regular hours worked, to be earned each month, provided the food service employee is not absent for any reason. Food service workers will be eligible for merit pay supplement during the summer months upon the same conditions that apply to merit pay supplement during the regular contract year.

Effective January 1, 2008, food service employees performing duties of a manager at a satellite school shall be compensated by a supplement of $700 per year.

SECTION 4 Attendance Incentive for Bus Attendants and Bus Drivers

Effective January 1, 2009, Bus Attendants shall receive a supplement of $1.00 per regular hours worked, to be earned each month, provided the bus attendant is not absent for any reason.

ARTICLE 10 SUPPLEMENTS AND MERIT PAY AND PAYROLL

Section 4 Attendance Incentive for Bus Attendants and Bust Drivers (cont'd)

Effective January 1, 2009, Bus Drivers shall receive a supplement of $175 per month in which the following provisions are met:

A. Driver is not absent for any reason.
B. No motor vehicle violation with conviction or accidents while operating a school bus which resulted in a summons being issued.
C. Requirements in A and B above must be maintained each month.

"Not absent for any reason" shall mean that for the month of September, August attendance shall be counted and for the month of May, June attendance shall be counted. August and June are considered extensions of September and May.

As used in this section, the phrase "Not absent for any reason" means the employee was in attendance during all scheduled working hours on all scheduled work days except that absences for approved jury duty, an approved TDE to attend other work-related activities, bereavement leave, or "light duty" under an approved Workers' Compensation claim, will not count as being absent when determining eligibility to receive a merit pay supplement. While absences on any emergency days when schools are closed will not count as being absent, being absent on any make-updays except as provided above, will disqualify the employee from receiving a merit pay supplement.

Bus Attendants will be eligible for the supplement during the summer months upon the same conditions that apply to merit pay during the regular contract year. Bus Drivers who do not miss any days of work during the summer school session receive a merit pay supplement of $175 on or by August 30 each year.

SECTION 5 Payment

Incentive pay shall be paid on the last pay date of the month immediately following the month when the incentive pay was earned.

SECTION 6 Mileage

Facilities Services employees who are directed to report directly to schools/location in their permanent assigned area shall be paid mileage, under the following formula:

- Distance from Home to School Center (minus)
- Distance from Home to their Area Location (equals)
- Reimbursable Mileage

Appropriate non-bargaining unit supervisory employees are responsible for verifying mileage from employee's home to various school centers and distance to area office. Employees are responsible for submitting mileage claim on a monthly basis.

SECTION 7 Retirement Supplement

The District shall provide a retirement supplement of four percent (4%) of gross salary to be paid to other than FRS members.

SECTION 8 Payroll Procedures

A. The District will continue a 26-equal pay payroll schedule for employees who work at least a 190 day work calendar with paychecks electronically deposited every other Friday in the employee's choice of a financial institution beginning on a Friday selected by the District. If a Friday pay date falls on a date the District is closed, the paychecks will be electronically deposited no later than the Friday pay date the District is closed unless such Friday is a banking holiday. In such cases, the paychecks will be electronically deposited no later than the last preceding banking day. The District will continue a 22 equal pay payroll schedule for employees who work less than a 190-day work calendar and they will have their payroll checks electronically deposited every other Friday on a Friday selected by the District as provide above for employees who work at least a 190-day work calendar. The District will work with 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.

B. The Parties recognize the right of the District to require the electronic deposit of all employees' paychecks as set forth above; however, the District has not mandated such electronic deposits and will not do so without first giving the Union and each affected employee at least forty-five (45) calendar days advance notice of its intent to implement electronic deposits for all employees. The District will work with 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 all employees' paychecks, those employees who do not have electronic deposit will be paid via US Mail so that they receive their mailed paychecks on or soon after the normal Friday pay date. Those employees who select electronic deposit of their paychecks will maintain that means of receiving their pay and may not revert to any other means of being paid.

C. The District will implement a paperless payroll effective January 1, 2011 whereas employees will not receive a paper pay stub, but will be able to access payroll stub and other payroll information including their Federal W-2 Annual Earnings Statement 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 information changes on-line such as the employee's Federal W-4 Form. Employees who are in need of computer training to be able to access this information will be offered this training at a mutually agreed time during or after their regular working hours.

D. The Union is invited to appoint two (2) representatives to provide input on topics that will be addressed by the District's *ad hoc* Payroll Advisory Committee. One topic of the *ad hoc* 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 *ad hoc* 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. To that end, such Union representatives will be provided a TDE at District expense to attend meetings of this Committee when such meetings are scheduled during regular duty hours.

ARTICLE 11 WORK WEEK AND OVERTIME

SECTION 1 Work Week/Duty Hours

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 into five (5) or fewer, consecutive workdays. During the normal workday, hours shall be scheduled consecutively, except for Bus Drivers and Bus Attendants, consistent with applicable laws. The District will establish the basic workday, workweek, and hours of work best suited to meet the needs of each school center or 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.

All employees, including Bus Drivers and Bus Attendants will be required to record their daily starting times, lunch periods and their daily ending times by use of a mechanical time clock and/or other District recording device(s). A waiver of the requirement to clock-out and clock-in for lunch periods may be implemented by the Director of Facilities Services for certain employee groups in that Department (including employees who are assigned to "Zone Teams") via a Memorandum approved and signed by the Director; however, the District may require employees in these employee groups to maintain a time record by using SDPBC Form #2323 to indicate the date and starting and ending times of their lunch period, and to sign and submit this form each pay period on a date(s) determined by the Director.

SECTION 2 Overtime

All authorized and approved work performed in excess of forty (40) hours in any one week shall be considered as overtime and shall be paid at the overtime rate of one and one-half times the employee's straight time rate of pay. All overtime must be approved and authorized prior to being worked.

Departmental management will maintain overtime and extra work records and will make such information available for review to a Union representative upon reasonable request by the Union to the appropriate Department Director. For purposes of computing overtime, authorized compensable leave from duty shall be considered as time worked.

Employees shall be required to work overtime as directed unless excused by the District. In the event employees in the unit are required to work approved overtime, they will not be required to use annual leave or compensatory time to offset the overtime hours worked or to be worked. Employees required to work overtime will be given advance notice except in emergencies.

Overtime and extra work will be distributed based on seniority on a rotating basis among employees in their particular job classification, and their work units, as far as the skill of the employee and the character of the work permits.

When an employee, without prior notice, is required to work overtime in excess of three (3) hours immediately before or after his/her regular shift hours, without a lunch break during the overtime assignment, his/her immediate supervisor will schedule a paid lunch period not to exceed one-half (1/2) hour during the overtime assignment. If a lunch period is not scheduled during the overtime assignment, the immediate supervisor may authorize the employee to eat lunch on the job only when it is possible to do so without stopping or interrupting the employee's work. If a lunch period cannot be scheduled, then the employee will be compensated for one-half hour. Except in those situations necessary to accomplish the mission of the District, no work should be performed by supervisors in order to preclude overtime.

SECTION 3 Temporary Duty to a Higher Classification

When an employee is removed from his/her job duties and assigned temporary duties in a higher classification for ten (10) continuous work days, a 10% supplement or the new minimum, whichever is greater, shall be paid to the employee. The supplement will be retroactive back to the first day of assignment in the higher classification.

SECTION 4 Standby Duty

1. An employee assigned to the Department of Facilities Services or School Food Service who is designated by that Department as a standby employee, but who is not required to remain on the employer's premises shall be provided with a District cellular phone for the period of time the employee continues to be assigned to standby duty and shall receive a supplement of 10% of the employee's regular rate of pay for the days assigned to standby duty. Employees assigned to standby duty are required to be available at all times while assigned. In the event the employee is contacted to report to a District facility after his/her regular work hours or on a weekend and the employee responds in a timely manner, the employee will be paid at his/her regular hourly rate the greater of two (2) hours of work or the actual number of additional hours required to respond to the pages or calls received that day.

2. If the employee is contacted after his/her regular work hours on a day other than a weekend (at anytime other than on a Saturday or a Sunday) and the employee is able to correct a problem occurring at a District site via computer and the web without the need to actually report to that site, the employee will affect those corrections via a computer and web and will be paid for a total of two (2) hours per day at his/her regular hourly rate for the total number of computer corrections he/she is required to make that day after his/her regular work hours unless the employee can show that it actually took longer than two (2) hours to make all such computer/web corrections after his/her regular work hours that day. In such cases, the employee will be paid for all hours worked in correcting the problems via computer/web that day. Should these additional hours result in the employee having more than forty (40) work hours that work week as provided in Section 2 above, any hours in excess of forty (40) hours will be paid as overtime.

3. If the employee is contacted on a weekend (at any time on a Saturday or a Sunday) and the employee is able to correct a problem occurring at a District site via computer and the web without the need to actually report to that site, the employee will affect those corrections via computer and web and will be paid for a total of three (3) hours per weekend day at his/her regular hourly rate for the total number of computer corrections he/she is required to make that weekend day unless the employee can show that it actually took longer than three (3) hours to make all such computer/web corrections that weekend day. In such cases, the employee will be paid for all hours worked in correcting the problems via computer/web that weekend day. Should these additional hours result in the employee having more than forty (40) work hours that work week as provided in Section 2 above, any hours in excess of forty (40) hours will be paid as overtime.

SECTION 4 Standby Duty (cont'd)

4. If the employee cannot be reached after his/her regular work schedule and the employee was not relieved from standby duty by his/her immediate supervisor, the supplement will be prorated and the employee may be subject to disciplinary action. In addition, the employee may be relieved from standby duty. When determining disciplinary action or whether to relieve the employee from standby duty, the District will consider any extenuating circumstances that may have prevented the employee from responding appropriately and in a timely manner while on standby duty.

5. The above provisions also apply to a school custodian in the event he/she is assigned "standby duty."

SECTION 5 Working Outside of Regular Schedule

Except as provided elsewhere in this Agreement, all employees who are called to work at a time that is outside their regularly scheduled hours of duty shall receive no less than two (2) hours of regular pay or the overtime rate if applicable.

SECTION 6 Meetings

Attendance at inservice programs requiring employee's attendance beyond the forty (40) hour work week in any regularly scheduled work week will be compensated at one and one-half (1.5) times the employee's regular hourly rate.

SECTION 7 Breaks

Full-time regular employees, other than Bus Drivers, who work eight (8) hours or more in any scheduled work day shall have a paid fifteen (15) minute break twice a day – one (1) during the first four (4) hours of work and one (1) during the second four (4) hour period. Full-time regular employees whose normal weekly work schedule is four (4) ten- (10) hour days shall receive three (3) paid fifteen (15) minute breaks during the scheduled workday. Regular employees who work less than eight (8) hours in any scheduled workday shall have one (1) paid fifteen (15) minute break during the scheduled workday. Break time is not cumulative or reimbursable through compensatory time. Break time will be scheduled at a time convenient to the principal/department director.

Any District employee, with valid District identification, will be permitted to utilize any District facility, (including schools) to use the restroom facilities or to fill his/her water containers during his/her duty day in keeping with the following procedures:

A. Employees must park in the front parking lot – or bus loop if driving a school bus;
B. Employees must enter through the main office, show District issued identification, sign-in and provide building staff with an explanation for the visit/anticipated length of the visit;
C. Employees must then proceed to the location designated by the building staff; and

D. When the purpose for the visit has been achieved, the employee must return to the main office and sign-out.

E. Employees are required to re-lock/secure any doors or gates that were opened.

ARTICLE 12 CUSTODIAL WORKING CONDITIONS

SECTION 1 Custodial Allocation

In determining total cleanable square footage for custodial work allocation, the District will include all permanent structures, portable buildings and covered walkways in their determination.

SECTION 2 Working for Community School/Organizations

Members of the bargaining unit who work as custodians for organizations renting or leasing school facilities, shall be paid at the employee's time and a half rate of pay at the time service is performed.

Custodians in the community schools who have to set-up, clean-up, and/or attend to a function at the school center shall be entitled to additional hours to complete their regular assigned duties, if necessary.

SECTION 3 Use of Personal Car

Employees working as Custodial Technician and using their own vehicle as transportation from their permanent clock-in site to the temporary work site shall be given mileage.

SECTION 4 Unpaid Lunch

Custodial employees shall be permitted to leave premises during any unpaid lunch break provided custodians remain on site in sufficient numbers to ensure operation of the facility, and there is at least one custodian on duty at all times. In those cases where there is only one custodian on duty, and he/she cannot be provided with an uninterrupted lunch break on a given day, the employee shall be paid unless the lunch period can be rescheduled later on the same day. The employee may request to be compensated through compensatory time off upon the approval of the principal/administrator. If such workweek is in excess of a 40-hour workweek, the pay or compensatory time shall be paid at one and one half of the employee’s regular rate of pay.

SECTION 5 Attendance Incentive for Custodial Staff

Effective May 1, 2016 or the first day of the month after this Agreement has been approved by the School Board and ratified by the Union, an attendance incentive for custodial employees of thirty cents ($.30) per hour worked each month will be awarded, provided the employee is not absent for any reason during that month. If the custodian is absent for any reason, he/she will not be eligible for the incentive pay for that month. Attendance incentive pay will be paid on the last pay date of the month immediately following the month the incentive pay was earned.

ARTICLE 13 FOOD AND NUTRITION SERVICES WORKING CONDITIONS

A. Food service employees shall receive a free lunch each day they work for the District at their assigned cafeteria facility provided such facility is serving food that day.
B. The District shall post a work schedule at each food service facility listing the daily beginning time, the ending time, and the lunchtime assigned each food service employee at the facility. The District reserves the right to modify the work schedule as needed. The District also reserves the right to extend the number of days a food service employee is normally scheduled to work during a school year with the express understanding that the affected food service employee will be paid the appropriate rate of pay for working these additional days.

ARTICLE 13 FOOD AND NUTRITION SERVICES WORKING CONDITIONS (cont'd)

C. Except as provided in paragraph F below, food service employees shall be paid for all time on duty as provided by the above mentioned work schedule and for any hours beyond that schedule as directed and approved by their supervisor. Principals and Food Service Managers are reminded that Food Service employees are paid on an hourly basis and must be paid for all hours assigned to be worked beyond their scheduled hours and at the rate of "time and a half" for all hours worked over forty (40) hours during their workweek. Paid time excludes their assigned lunch period. However, in emergency situations, the District may temporarily suspend lunch periods, and the employee shall be paid for his/her lost lunch period if the lunch period is not rescheduled on the same day.

D. Approved substitutes shall be provided, when available, to replace food service employees who may be absent from duty. When substitutes are not available, employees may be required to work additional hours. Unless extenuating circumstances exist, such additional work will be assigned to the most senior employee who volunteers. Such additional hours shall be paid at the appropriate rate.

E. School based Food Service employees shall be responsible, and under the supervision of the Food Service Manager, for performing the duties and responsibilities as outlined in the job description.

F. Except under emergency conditions, food service employees' regular work year shall not be less than 187 workdays. In the event of an emergency, such employees will be notified as soon as possible of these changes. If some, but not all Food Service Workers are scheduled to work during an emergency, those selected to work will be based on their seniority on a rotating basis in the job categories required that day as determined by management.

G. All Food Service employees may be required to have a Tuberculin Skin Test or negative chest X-ray thereafter. If required, no food service employee shall be allowed to return to work until the above requirements are met; however, the cost of the Tuberculin Test shall be borne by the District.

H. Food Service Workers will be paid overtime (time and a half) for each hour worked during a workweek in excess of forty (40) hours. All additional and overtime hours must be approved in advance by the Worker's Manager.

ARTICLE 14 TRANSPORTATION WORKING CONDITIONS

SECTION 1A Provisions for Bidding on School Bus Routes

A separate seniority list of Bus Drivers and Bus Attendants from each Transportation Facility will be prepared thirty (30) calendar days prior to the start of the school year. The seniority rights of Bus Drivers shall not be violated when selecting their annual routes provided they are present on the date assignments are selected and confirmed, or the employee is unable to be present on that date and has submitted a written proxy. If the employee is not present, present but does not select a route, or is not present and has not submitted a written proxy, the employee may select a route from remaining routes.

All routes operated from a District Transportation Facility, which include total daily hours, clock-in and clock-out AM/PM, and schools to be served, will be posted at each Facility or at one central location selected by the Transportation Department at least two (2) workdays prior to the route selection date. The District will endeavor to create as many 7.5-hour and 8-hour routes as possible with the understanding that some routes will be for as few as 6 hours for those Drivers who prefer shorter routes and work hours. Bus routes and daily activities shall be posted and bid separately as provided below.

ARTICLE 14 TRANSPORTATION WORKING CONDITIONS (cont'd)
Section 1A Provisions for Bidding on School Bus Routes (cont'd)

A. Drivers may select routes based on their seniority on a one-time basis prior to the opening of the school year. The seniority rights of Bus Drivers shall not be violated when selecting their annual routes provided they are present on the date route assignments are selected or they have submitted a written proxy as provided above. In addition, the seniority rights of Bus Drivers will not be violated when new or vacated routes are posted throughout the regular school year as provided below. All bus routes from all Transportation Facilities shall be posted for all employees eligible to bid on bus routes at all facilities. All route bidding will take place in a single day. (All selections will take place in sequence by seniority for route, mid-day or activity.)

B. All new routes at each Facility that are scheduled after initial bidding has taken place before the beginning of the school year and all vacated routes at each facility caused by a bus driver transferring to a non-Transportation Department position in the District, taking a leave of absence for more than forty (40) work days, or leaving the employment of the District, will be posted only at the Transportation Facility where the vacant route exists within five (5) work days of the date that new route was created or from the date that current route was vacated. Nothing herein prohibits management from dissolving any vacant route by assigning its runs to other routes. Any such non-dissolved routes will be open for bid for a period of three (3) workdays. All Bus Drivers assigned to the Facility where the vacancy exists shall be allowed to bid on these posted routes or vacated routeson the basis of their seniority within this three (3) workday posting period. An eligible driver who bids in a timely manner and is assigned to one of these new or vacated routes is prohibited from bidding on any other route for the balance of that semester. The route vacated by a bus driver who bid and was assigned to a new or vacant route as provided herein, and new or vacant routes not bid on by any eligible Bus driver at that Facility may, at the option of management, be posted for bid as set forth herein or filled with a new employee.

C. On the same date Bus Drivers select their annual routes and, based on their seniority, they may also select posted mid-day and/or activity routes that are in addition to and are not a part of their regular annual routes. The seniority rights of Bus Drivers shall not be violated when selecting mid-day and/or activity routes at their Facility provided they are present on the date these assignments are selected. In addition, the seniority rights of Bus Drivers will not be violated when new or vacated midday or activity routes are posted at their Facility throughout the regular school term as provided herein, except where or when a midday or activity route that was bid is later dissolved, the affected driver shall be assigned to a vacant mid-day activity route in the geographical area.

D. All mid-day activity routes scheduled after initial bidding and all vacated mid-day and activity routes will be posted for bid within five (5) days at the Transportation Facility where the new or vacated mid-day and/or activity route is based for a period of three (3) workdays. Bus Drivers assigned to that Facility shall be allowed to bid on these posted mid-day or activity routes and will be assigned on the basis of their seniority. For purposes of this paragraph, all vacated mid-days and activity routes for the East Facility and the Central Facility will be posted in both Facilities. Bus drivers assigned to either Facility shall be allowed to bid on these posted routes within this three (3) workday posting period and will be assigned on the basis of their seniority.

1. The District shall ensure that all ESE routes requiring bus attendants (including mid-days, activities, and field-trips) will be adequately staffed with bus attendants when possible. In the event an attendant is unavailable for such a route, all reasonable efforts will be made to temporarily fill the vacancy or provide assistance.
2. In any instance in which a mid-day, activity, or field trip becomes available (whether via vacancy or due to an employee absence) management will notify all compound employees of the vacancy via two-way radio. The vacancy will be filled by rotational seniority on a daily basis.
3. In instances in which a driver or attendant calls in sick for their a.m. shift, he/she cannot work a mid-day, activity or field-trip for which he/she is scheduled.

On the same day, Drivers who have selected an ESE route may bid on posted mid-days in their route's geographical area. A driver who bids on an ESE route may not bid on an activity. On the same day, Drivers who have selected a regular route may bid on posted activities in their route's geographical area. The seniority rights shall not be violated during this procedure.

E. A vacancy is not created by adding or subtracting time from an existing route.

F. A vacancy is not created when a regular employee is on an approved leave of absence that does not exceed thirty (30) workdays.

G. Bus Drivers assigned to non-affected Transportation Facility may bid on a posted route based on a verified hardship. Transportation services reserves the right to approve or not approve a hardship transfer request. Such decisions shall not be made in an arbitrary or capricious manner.

SECTION 1B Provisions for Bidding on School Bus Routes for Bus Attendants

As provided for in Section 1A above, a separate seniority list for Bus Attendants for each Transportation Facility having ESE routes will be prepared thirty (30) calendar days prior to the start of the school year. For purposes of these provisions, seniority is defined as continuous District service without a break in employment. An attendant must either be present on the day of bidding or the Attendant may select a route by submitting a written proxy. The bidding for eligible Attendants will take place at a single location on one day. If the attendant is present, but does not select an ESE route, or is not present and has not submitted a written proxy, the attendant will be assigned by the District to a route at a later time from any remaining ESE routes

A. The specifications of all routes of a specific Transportation Facility, to include total daily hours, and AM/PM clock-in and clock-out times, will be posted at each Facility at least two (2) work days prior to the bid date. The bid date shall be scheduled on a day after the School Bus Drivers' bid date at that Facility.

All bus routes from all transportation facilities shall be posted for all employees eligible to bid on bus routes at all facilities. All route bidding will take place in a single day. (All selections will take place in sequence by seniority for route, midday or activity.)

ARTICLE 14 TRANSPORTATION WORKING CONDITIONS (cont'd)
Section 1B Provisions for Bidding on School Bus routes for bus Attendants (cont'd)

B. Where extenuating circumstances exist or for the specific reasons stipulated herein, an attendant's route selection may be voided. Timely notification shall be provided, both orally and in writing.

C. Attendant's selection may be voided for the following or other valid reasons as determined by the Facility's Supervisor:

- The employee's experience and training
- Physical demand requirements of routes
- Student IEP requirements

D. All routes schedule after annual bidding and all vacated routes will be assigned an Attendant based on the employee's experience and training and the specific requirements of the route.

E. Notwithstanding the provisions of this Section, the District may remove and reassign an attendant when the Director of Transportation Services determines that such a reassignment is in the best interest of students, the employee, and/or the District.

SECTION 1C Provisions for Signing up for Field Trips

At the beginning of each school year, all non-probationary Bus Drivers will be provided the opportunity to sign any and all of three (3) field trip rosters: A Day Trip Roster, a Night Trip roster and/or a Weekend Trip Roster. Probationary Bus Drivers will become eligible and will be permitted to sign any of these rosters after they have completed their probationary employment period.

A. Eligible Bus Drivers who sign any of the rosters will be listed in order of their seniority and offered the next relevant Field Trip in the same order the Field Trip is received by the Bus Facility. When offered the Field Trip, that bus driver's name then rotates to the bottom of that roster.

B. Bus Drivers may accept or decline the Field Trip at the time it is offered. If accepted, the approximate number of hours of the Field Trip shall be noted on the roster for that Field Trip Roster beside that driver's name. If declined, the approximate number of hours for that Field Trip shall be noted in the roster for that Field Trip along with the letter "D" beside that driver's name.

C. If a bus driver who accepts the Field Trip later determines he/she cannot fulfill that commitment, he/she must notify his/her coordinator as soon as possible. The coordinator will then utilize the proper Field Trip Roster to offer the Field Trip to the next bus driver's name on that roster and work down the roster until another driver accepts the Field Trip. A bus driver who for any reason declines a Field Trip or accepts and then later determines he/she cannot fulfill that commitment will be moved to the bottom of this roster, but will remain eligible for an emergency assignment of a Field Trip as set forth below. Drivers who decline an emergency assignment shall not lose their position on the roster.

D. If the coordinator, after utilizing the proper Field Trip Roster, is unable to secure a bus driver for the Field Trip, he/she may declare an emergency and solicit a volunteer. An emergency shall be declared by the coordinator when a bus driver who earlier accepted the Field Trip notifies the coordinator that he/she can no longer fulfill that commitment and there is less than twenty-four (24) hours before the Field Trip is scheduled to begin or the Field Trip request is received less than twenty-four (24) hours prior to the time the Field Trip is scheduled to begin.

SECTION 2 Initial Route Assignment and Annual Pay

A bus driver's annual pay shall be calculated in accordance with the number of hours assigned to the annual route he/she selected (See 1A above); however, the District has the authority to adjust the number of hours upward or downward that are assigned to these routes during the first fifteen (15) days of the school year, and any such upward or downward adjustment shall reflect in the affected driver's annual pay. The District will attempt to maintain as many 7.5-hour and 8-hour routes as possible when making these adjustments.

SECTION 3 Additional Assignments Made During Regular Work Hours and After Regular Work Hours

A. If it becomes necessary to assign a bus driver/bus attendant an additional assignment (including mid-days, activities and/or field trips) and it begins during the employee's regular working hours, the District will pay that employee for all additional hours worked to complete that additional assignment. This includes travel time from the regular assigned facility to the facility of the additional assignment.
B. If it becomes necessary to assign a bus driver/bus attendant an additional assignment and the assignment begins at a time that is before or after the employee's regular work hours, the District will pay the employee the greater of two (2) additional hours or the length of time the additional assignment takes to complete. This included travel time from the regular assigned facility to the facility of the additional assignment.

SECTION 4 Change in Routes

In the event a change in a bus run is necessary, the affected driver shall be advised of the change as far in advance as possible. Bus routes shall remain intact after the initial bidding process except for the following reasons:

A. A reduction in the number of students, which necessitates the removal of a bus route or run from the area;
B. An increase in the number of students, which necessitates the addition of a bus route or run in the area.
C. Route situations endangering the safety and/or welfare of a driver and/or students.

SECTION 5 One Time ($100) Pre-Employment Component Pay

Bus Drivers who complete their pre-employment driver training component (40 hours) will receive a one-time payment of $100.00 on their first anniversary date as a regular bus driver, provided the Department of Transportation Services certifies their performance is satisfactory.

SECTION 6 Travel Pay

A. All Bus Drivers (assigned) directed to report to work at a location different than the one where they initially bid their annual route for that school year and are required to provide their own means of transportation, shall be eligible to receive "Travel Pay" and mileage reimbursement for the balance of that school year unless the bus driver voluntarily accepts a reassignment later that school year or is directed (assigned) later that school year to return to the same work location where he/she initially bid his/her route for that school year. The District will pay such assigned Bus Drivers the District's mileage rate for in-county travel for each mile the bus driver is required to transport himself/herself using his/her personal vehicle in excess of the miles he/she normally traveled from home to work and from work to home. Drivers who voluntarily accept a reassignment later that school year shall not be eligible for "Travel Pay" or mileage reimbursement.

SECTION 6 Travel Pay (cont'd)

B. Notwithstanding the above, Bus Drivers who currently reside the Glades who report to coastal bus Transportation Facilities who have continuously received "Travel Pay" each year without a break or interruption, shall continue to receive "Travel Pay". No additional Bus Drivers residing in the Glades now or in the future will be eligible to receive "Travel Pay" as a result of these provisions. If any of the Bus Drivers currently receiving "Travel Pay" becomes ineligible in the future to receive "Travel Pay" or who voluntarily accepts a reassignment to the Glades or elsewhere or who is directed (assigned) to a route in the Glades, he/she will no longer be eligible to receive "Travel Pay" at that time or at any time in the future.

C. Shuttle runs for employees in the Glades area to/from a district facility are considered morning/afternoon activity routes that are subject to the bid process. Two (2) drivers will be awarded the route to work alternating pay periods and/or drive the route if the other driver is unable or unavailable to drive during their period. Drivers already receiving travel pay per Article 14.7.B are ineligible to bid on these activity routes.

SECTION 7 Allocation of Time and Attendance at In service for Bus Drivers and Attendants

A. Thirty (30) minutes will be included in the length of each route for the purpose of providing the bus driver and bus attendant time to conduct a bus safety check, to sweep the bus, and to complete required paperwork.

B. Attendance at in-service programs shall be part of the employee's responsibilities and when such attendance is required outside of the regular workday, the employee shall receive his/her appropriate hourly rate of pay for attendance at all District/State required in-service programs.

SECTION 8 Bus Drivers and Bus Attendants Summer Employment

Bus Drivers and Bus Attendants who have performed satisfactorily during the regular school year who are not the subject of a job related pending investigation by the District or other official investigative agency that would or did result in the employee being removed from his/her regular school year assignment as a bus driver or as a bus attendant, shall be given preference for temporary summer assignments as a Bus Driver or as a Bus Attendant.

A. In making assignments of Bus Drivers to summer routes, the most senior eligible bus driver making application from within the Department of Transportation Services shall be offered a summer bus driver assignment.
B. In the assignment of Bus Attendants to summer routes, applicants shall be matched against the needs of the Department of Transportation Services and when, in the judgment of the Superintendent, all other factors are equal, the most senior eligible bus attendant making application from within the Department of Transportation Services shall be offered a summer bus attendant assignment.
C. The bus driver and the bus attendant shall be paid for such temporary summer work at his/her regular hourly rate of pay.

SECTION 8 Bus Drivers and Bus Attendants Summer employment (cont'd)

D. The duration of such temporary summer employment shall be contingent upon the service needs of the Department of Transportation Services and upon satisfactory service. As used herein, "satisfactory service" in part, shall mean not being absent for more than three (3) workdays during his/her temporary summer employment. An employee who is absent for more than three (3) workdays during his/her temporary summer employment will be deemed not to have rendered satisfactory service and may be dismissed from temporary summer employment without recourse. An employee who is dismissed for being absent for four (4) work days during his/her temporary summer employment may appeal that dismissal to the Director of the Department of Transportation Services or designee if the employee has evidence that his/her absence on the fourth work day was due to extenuating circumstances beyond his/her control. The Director/designee will promptly review the evidence presented by the employee and will determine whether or not to reinstate the employee to temporary summer employment. The determination of the Director /designee is final and is not subject to further appeal. If an employee is absent a fifth workday during temporary summer employment, he/she will be dismissed without recourse or appeal.

E. Drivers shall have full authority to enforce classroom conduct standards. Drivers shall report violations of conduct standards to the principal of the school on the Board approved form.

SECTION 9 Reimbursement of Personal Belongings

The School District shall reimburse a bus driver or a bus attendant for the reasonable cost of personal clothing or other personal property damaged or destroyed as a result of a student battery on that bus driver/attendant which occurs while the driver/attendant is on duty. The total liability of the District shall be $400.00 per occurrence, less any amount reimbursed by insurance.

SECTION 10 Annual Physical Examinations

Bus drivers are required to take their annual physical examinations in the month in which they were initially employed by the District as a bus driver.

SECTION 11 Accident Review Committee

A. Pursuant to Bulletin P-11371-FO/EBRM, the Vehicle Accident Review Committee (VARC) was established and authorized to identify preventable accidents to help reduce loss of time, productivity and resources of the District.

B. The VARC's composition and operation will be as stipulated in the above-referenced bulletin.

C. The Parties agree that any Union member who is requested to appear before the District's Vehicle Accident Review Committee may have Union representation at that meeting.

D. A revised Vehicle Accident Review Committee (VARC) structure is being developed by the District. When it is completed, the District will share it with the Union and if it gains Union support, it will replace Bulletin P-11371-FO/EBRM.

ARTICLE 14 TRANSPORTATION WORKING CONDITIONS (cont'd)

SECTION 12 Safe Driver Standards

Revised Safe Driver Standards are being developed by the District. When completed, the District will share these revised Standards with the Union and if they gain Union support, they will replace the Safe Driver Standards now in effect.

SECTION 13 Work Year

Bus Drivers and Attendants will have a one-hundred eighty-two day (182) work year. The two (2) non-student attendance days will be assigned by the Transportation Department with Drivers and Attendants being paid their daily rate of pay for working each of these two (2) additional days.

SECTION 14 Seniority List

An updated seniority list for each facility will be posted on the bulletin board at each facility and emailed to the union on the first Friday of each month.

SECTION 15 New Students on Route

A. Following the initial bid, transportation will notify the driver of any new students added to his/her ESE route as soon as the student is assigned.
B. The ESE driver/attendant will be provided as much information about the new student as is allowable by school board policies and applicable law.

ARTICLE 15 TOOL ALLOWANCE

SECTION 1 Tools Allowance

Transportation Services Vehicles Mechanics, Body Shop Mechanics, Tire Mechanics, and Forepersons who are required to bring their own tools, shall receive an annual tool allowance of $600 paid no later than December each year and replacement tools in an amount up to $500 per tool for all tools broken in the performance of District assigned and authorized work. The maximum annual amount of funds available per year shall be ten thousand dollars ($10,000). The District will reimburse the employee within thirty (30) days following submission of the proper documentation. In addition, Transportation Helpers will receive an annual tool allowance of $300 paid no later than December each year and replacement tools in an amount up to $500 per tool for all tools broken in the performance of District assigned and authorized work. The maximum annual amount of funds available per year shall be ten thousand dollars ($10,000). The District will reimburse the employee within thirty (30) days following submission of the proper documentation. The District will purchase all major special tools required to perform vehicle repairs (e.g. large impact wrenches).

SECTION 2 Theft of Tools

Approved tools stolen from Board-owned vehicles, or from Board-owned property, shall be replaced in full unless the Board can demonstrate that the employee was negligent in their loss. The employees affected will assist the District in any investigation.

Each mechanic shall be responsible to maintain an inventory of his/her tools. This inventory shall be turned into the Department of Transportation Services Director by September 1 of each year. During the year when a tool is added, the mechanic shall add it to the inventory list.

ARTICLE 16 EVALUATION PROCEDURE AND PERSONNEL FILE

SECTION 1 Statements of Reaction

A. Evaluation statements and letters or reprimand and/or complaints shall not be placed in the employee's personnel file in the District office unless the employee has signed and been given a copy of the document. The employee's signature shall not be construed to indicate he/she is in agreement with the content of the reprimand or complaint, but will indicate the employee received a copy of the document. If an employee refuses to sign a document, before being placed in that employee's personnel file, it will be noted on the document and signed by a witness that the employee refused to sign. The employee must be provided a copy with the notation.

B. An employee may, within fifteen (15) duty days 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 personnel office; such copy shall be attached to the originator's copy and placed back in the employee's personnel file. Any member of the bargaining unit shall have the right to examine his/her file at any reasonable time in the presence of a personnel staff member. The employee may request copies of documents in his/her file. With the exception of confidential contents such as confidential recommendations and college placement folders. Such copies shall be provided at the employee's expense. The employee may request that a representative accompany him/her when the file is being reviewed by the employee. The employee must permit any designated person to examine his/her file.

ARTICLE 16 EVALUATION PROCEDURE AND PERSONNEL FILE (cont'd)

SECTION 2 Evaluation

A. All members of the bargaining unit shall have a written evaluation yearly.

B. The employee will be given a copy of the written evaluation prepared by the supervisor and he/she will have the right to discuss such evaluations with his/her Supervisor/Department Director.

C. When three (3) or more criteria or areas of concern have been evaluated as unsatisfactory on the annual evaluation instrument, the employee's overall performance for the year will be rated as unsatisfactory. A single incident, absent exceptional circumstances, may not be used multiple times to justify an unsatisfactory rating in more than one (1) area on an employee's annual evaluation. Nothing herein shall prohibit the District from using separate incidents as justification for unsatisfactory ratings in appropriate areas on the employee's evaluation even if the separate incidents are proximate in time or occur at the same time.

D. The Parties have agreed that the Evaluation Instrument will be used to evaluate employees. The contract shall prevail whenever there is a direct conflict with the evaluation guide.

E. Performance evaluations may only be grieved through arbitration if:
   1. The overall rating is less than satisfactory, and
   2. It is alleged that the evaluation is arbitrary and capricious or based on factors other than performance.

ARTICLE 17 DISCIPLINE OF EMPLOYEES (PROGRESSIVE DISCIPLINE)

1. Without the consent of the employee and the Union, disciplinary action may not be taken against an employee except for just cause, and this must be substantiated by clear and convincing evidence which supports the recommended disciplinary action.

2. All disciplinary action shall be governed by applicable statutes and provisions of the Agreement. Further, an employee shall be provided with a written charge of wrongdoing, setting forth the specific charges against that employee as soon as possible after the investigation has begun.

3. Any information which may be relied upon to take action against an employee will be shared promptly with said employee and his/her Union representative as soon as possible. Copies of any written information/correspondence that is related to the action of the employee or the investigating administrator(s) will be provided promptly to the employee and his/her Union representative.

4. An employee against whom action is to be taken under this Article and his/her Union representative shall have the right to review and refute any and all of the information relied upon to support any proposed disciplinary action prior to taking such action. To this end, the employee and the Union representative shall be afforded a reasonable amount of time to prepare and present responses/refutations concerning the pending disciplinary action and concerning the appropriateness of the proposed disciplinary action. This amount of time is to be mutually agreed upon by the Parties.

5. Only previous disciplinary actions which are a part of the employee's personnel file or which are a matter of record as provided in paragraph #7 below may be cited if these previous actions are reasonably related to the existing charge.

6. Where just cause warrants such disciplinary action(s) and in keeping with provisions of this Article, an employee may be reprimanded verbally, reprimanded in writing, suspended without pay, or dismissed upon the recommendation of the immediate supervisor to the Superintendent and final action taken by the District. Other disciplinary action(s) may be taken with the mutual agreement of the Parties.

7. Except in cases which clearly constitute a real and immediate danger to the District, a District employee, and/or a child/children, or the actions/inactions of the employee constitute such clearly flagrant or purposeful violations of reasonable School Board rules and regulations, progressive discipline shall be administered as follows:

   (A) Verbal Reprimand with a Written Notation. Such written notation shall be placed in the employee's personnel file and shall not be used to the further detriment of the employee, unless there is another reasonably related act by that same employee within a twenty-four (24) month period.
   (B) Written Reprimand. A written reprimand may be issued to an employee when appropriate in keeping with provisions of this Article. Such written reprimand shall be dated and signed by the supervisor/designee before it is provided to the employee. If the employee chooses not to sign to acknowledge receipt of the reprimand, it shall be witnessed to document that the employee received the same. Such reprimands shall be filed in the affected employee's personnel file.
   (C) Suspension without Pay. A suspension without pay by the School Board may be issued to an employee, when appropriate, in keeping with provisions of this Article, including just cause and applicable laws. The length of the suspension also shall be determined by just cause as set forth in this Article. The notice and specifics of the suspension without pay shall be placed in writing, dated, and signed by the giver of the suspension and a copy provided to the employee by certified mail. The specific days of suspension will be clearly set forth in the written suspension notice which shall be filed in the affected employee's personnel file in keeping with provisions of Chapter119 and 231.291 of the Florida Statutes.
   (D) An employee may be dismissed when appropriate in keeping with provisions of this Article, including just cause and applicable laws.

8. An employee against whom disciplinary action(s) has/have been taken may appeal through the grievance procedure. However, if the disciplinary action(s) result(s) in either the suspension or dismissal of an employee, then the employee shall have a choice of appeal between either the Department of Administrative Hearings in accordance with Florida Statutes or the grievance procedure as indicated at Level 4 as outlined in the collective bargaining agreement. Such choice must be exercised within fifteen (15) days of receipt of written notification of disciplinary action being taken, and the District notified accordingly.

ARTICLE 18 GRIEVANCE PROCEDURE

SECTION 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) exclusive of holidays.

D. A "grievant" is a person affected by the violation, misapplication or misinterpretation of this agreement.

E. If a grievance involves the same circumstance or incident and affects at least two (2) employees in at least two (2) different work locations, it may be considered a class action grievance and filed at Level Two. With the written concurrence of the Department of Labor Relations, a class action grievance can be filed at Level Three. Any class action grievance must be signed by, either the SEIU/FPSU president or business agent.

SECTION 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 the violations, misapplications and misinterpretations of the provisions of the agreement.

SECTION 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 representative designated by each Party.

B. Informal Level – 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 may discuss the matter informally with his/her immediate supervisor.
   2) In the event the matter is not resolved informally, the grievant may file a formal grievance on the form prescribed by the Department of Labor Relations within twenty (20) days following the grievant’s awareness of the incident which is the basis of the grievance.

C. Level One - The formal grievance shall be filed with the grievant's non-bargaining unit supervisor (e.g. school-based employees will file with an assistant principal or principal if no assistant principal position exists within the school center and a non-school-based employee in the Department of Facilities Services will file with a Level 17 or above within the Department of Facilities Services and a non-school-based transportation employee will file with a Level 16 or above within the Department of Transportation Services. Within ten (10) days of receipt of the written formal grievance, a meeting shall take place between the immediate supervisor, Level One hearing officer, and the grievant and their representative. An answer to the grievance shall be given to the grievant in writing within ten (10) days after the Level One formal meeting.

D. Level Two – If the SEIU/FPSU or the grievant is not satisfied with the Level One response, the grievance may be transmitted to the appropriate principal/designee or department director/designee or if the school-based grievant met with the principal at Level One, then with the appropriate Area Superintendent/ designee within ten (10) days of receipt of the Level One response. A meeting with the grievant, his/her representative and the appropriate principal/designee, department director/designee or Area

Section 3 Procedure (cont'd)

Superintendent/designee should be held within ten (10) days following receipt of the Level Two grievance. The administrator's response shall be transmitted to the Parties within ten (10) days of the meeting.

E. Level Three – If the SEIU/FPSU or the grievant is not satisfied with the disposition of the grievance at Level Two, the grievance may be appealed to the Department of Labor Relations within ten (10) days of receipt of the Level Two response. A hearing will be scheduled and conducted within ten (10) days of receipt of the Level Three Grievance. A written decision from the Department of Labor Relations shall be furnished to all Parties within ten (10) days of the Level Three grievance hearing.

F. Level Four – If SEIU/FPSU or the grievant is not satisfied with the disposition of the grievance at Level three, grievance may be submitted to arbitration before an impartial arbitrator, using the Federal Mediation and Conciliation Services (FMCS). In order to submit the grievance to arbitration, FMCS and the Superintendent or designee must receive written notice that the grievance is proceeding to arbitration within thirty (30) days following receipt of the Level Three disposition, and that SEIU/FPSU or the grievant has submitted the grievance to arbitration within that time limit. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this agreement. The arbitrator shall render his/her written decision within thirty (30) days or as soon as possible after the close of the hearing or after the deadline for filing post-hearing briefs and shall furnish a copy to the grievant, SEIU/FPSU and to the District.

G. The District and SEIU/FPSU 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. Requests by one Party for such information shall allow reasonable time for the other Party to collect the requested information. The District and SEIU/FPSU shall not be permitted to assert or rely in such arbitration proceeding on any evidence that was specifically requested by the opposite Party, but was not provided to the requesting Party. Both Parties agree that the cost of the arbitrator shall be shared equally by the District and the grievant or SEIU/FPSU if the grievant was represented by SEIU/FPSU at the arbitration. 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 Party.

SECTION 4 Other Provisions Relating to the Grievance Procedure

A. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

B. If SEIU/FPSU decides to withdraw its support of an alleged grievance, the individual may continue to process the claim on his/her own, so long as all costs are borne by that individual.

C. Grievance hearings at Levels One, Two and Three will be conducted during the regular work day of the grievant.

D. All documents, communications, and records originating as a result of the filing of a grievance shall be filed in a separate grievance file and shall not be kept in the grievant's official personnel file.

E. Nothing in this agreement shall prevent the SEIU/FPSU or an individual grievant who is not represented by SEIU/FPSU from withdrawing the grievance at any step of the process with prejudice. A grievance, once withdrawn, may not be re-filed without the mutual written agreement between the District and SEIU/FPSU.

Section 4 Other Provisions Relating to the Grievance Procedure (cont'd)

F. Failure of the grievant to proceed with the grievance within the timeliness herein stipulated shall result in the dismissal of the grievance. A dismissed grievance may not be re-filed without the mutual written agreement between the District and SEIU/FPSU. Failure of the District or its representative to take the required action within the times provided shall entitle the grievant to proceed to the next step of this grievance procedure.

G. The grievant may have representatives at any level above the informal level of the grievance procedure. However, the grievant must be present at these hearings.

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

I. The investigation and hearing of grievances by a Union Steward will be conducted during the regular working hours of the grievant(s). Stewards shall be allowed reasonable time off without loss of pay during regular shift hours for investigating grievances, however, each will first obtain verbal permission from his/her supervisor. Permission will not be unduly withheld by the supervisor.

J. The commencing of legal proceedings against the District in a court of law or equity, or before PERC, the Department of Administrative Hearings (DOAH) or any other administrative agency, by an employee(s) or the SEIU/FPSU, for an alleged violation or violations of the express terms or this agreement shall be deemed a waiver by said employee(s), or SEIU/FPSU, of its/their right to resort to the grievance and arbitration procedure contained in this agreement for resolution of the alleged violation or violations of the express terms of this agreement.

K. If the Parties are in dispute concerning the timeliness of filing or of appealing a grievance and the grievance is appealed to Level Four, the Parties agree to bifurcate the arbitration hearing to allow the issue of timeliness to be presented to the arbitrator first and then for the arbitrator to issue a bench ruling on this procedural threshold issue. If the timeliness procedural issue is found in favor of the Union/grievant, the hearing can proceed with arguments relating to the merits of the grievance. If the timeliness procedural issue is found in favor of the District, the provisions of Section 4 F of the Grievance Procedure will be operative and the grievance will be considered dismissed.

   If the arbitrator determines he/she requires additional time (more than an hour) to consider the timeliness procedural issue and elects not to issue a bench ruling on this threshold issue, the arbitration proceedings will be adjourned to allow the arbitrator the time necessary to make this determination andhe/she may rely on briefs submitted by the Parties relating to this threshold procedural issue. If the timeliness procedural issue is found in favor of the Union/grievant, the grievance hearing will be reconvened to proceed with arguments relating to the merits of the grievance. If the timeliness procedural issue is found in favor of the District, the provisions of Section 4 F of the Grievance Procedure will be operative and the grievance will be considered dismissed.

ARTICLE 19 SENIORITY, REDUCTION IN FORCE (LAY-OFFS) AND EXCESSING

SECTION 1 Seniority

A. School District seniority shall be defined as the total length of continuous service with the School District of Palm Beach County. Seniority shall be district-wide from the effective date of employment. Time off for District approved unpaid leaves of absence shall count for seniority purposes, and such leaves shall not be considered as an interruption of continuous service.

B. Employees shall lose their seniority as a result of the following:

1) Termination
2) Retirement
3) Resignation, except when an SEIU/FPSU bargaining unit employee resigns to accept a position in the District that is not an SEIU/FPSU bargaining unit position and said employee returns within one (1) year from the date of resignation to an SEIU/FPSU bargaining unit position. In such cases, this shall not be considered an interruption of continuous service.
4) Layoff exceeding eighteen (18) months
5) Failure to report to the Division of Human Resources of returning to work within five (5) workdays of receipt of a recall as determined and verified by the date of the certified mail return receipt.
6) Failure to report from military leave within the time limits prescribed by the Veteran's Re-employment Act
7) Subsections (5) and (6) above shall not apply to Section 1 A, should an employee have justifiable reasons explaining extenuating circumstances, as determined by the Chief of Human Resources, preventing the employee to comply with reporting as required in Sections (5) and (6). Such reasons will not be unduly denied.

ARTICLE 19 SENIORITY, REDUCTION IN FORCE (LAY-OFFS) AND EXCESSING (cont'd)
SECTION 2 Reduction in Force (Lay-Offs)

The District will determine the classifications of employees impacted by the Reduction in Force. The District will notify the Union no fewer than forty-five (45) calendar days in advance of a pending lay-off action of employees covered by this Agreement. Within seven (7) days of the notification to the Union of a pending lay-off action, representatives of the Union and of management will meet to:

1) Solicit and consider the Union's recommendations for reducing costs and other alternatives to a Reduction in Force action prior to implementation of the lay-off action; and
2) To meet and confer concerning the implementation of the pending lay-off and relating to the rights of laid-off employees including their call-back rights and possible limited "bumping" (displacement) rights.

The Parties agree that temporary, seasonal, interim, employees still in their initial probationary employment period, and other non-permanent status employees of the District performing the same job duties as permanent employees in the Union's bargaining unit who are in the classification of employees to be impacted by the lay-off action will be laid-off first and notwithstanding Section 3 below, shall have no recall rights.

In addition, regular custodians and regular custodians who are identified as being Lead Custodians will be considered a single employee classification when lay-offs are being determined. By mutual agreement of the Parties reached during the 45 calendar day period before pending lay-offs are effective, additional combinations of employee classifications may be agreed upon to be considered as a single employee classification when lay-offs are being determined.

The Parties agree that layoffs will be implemented using seniority as the criteria for identifying employees in the employee classifications that are impacted by the lay-off. After the non-permanent status employees in classifications impacted by the Reduction-in-Force have been laid off, regular employees in the classifications impacted by the Reduction-in-Force will be laid off in inverse order of their seniority in the District at the time of the layoff.

Notwithstanding the provisions of this Section, the District agrees to meet with SEIU/SEIU/FPSU to solicit its recommendations for reducing costs and alternatives to a workforce reduction prior to the Superintendent of Schools authorizing a layoff.

SECTION 3 Recall

Employees in layoff status will retain the following recall rights for eighteen (18) months 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. Within five (5) workdays of the certified receipt date, laid-off employees must signify their intention of returning to work to the District's Division of Human Resources. Failure to respond to the notice shall constitute a resignation by the employee.

Recall will be offered to laid-off employees provided they are physically and otherwise qualified to perform the duties of the job. A laid-off employee, when offered recall, who is temporarily unable to return due to medical

Section 3 Recall (cont'd)

reasons, may request an extension of recall rights not to exceed three (3) months. If the extension is granted, the position to which the affected employee was offered recall will be offered to the next most senior physically and otherwise qualified laid off employee. If and when the laid off employee who was granted a medical extension recovers within this extension period, becomes medically able (as determined by a physician) to be recalled and who is physically and otherwise qualified to perform the duties of a vacant position, he/she will be recalled to that position provided he/she is still eligible to be recalled, i.e. recalled within eighteen (18) months of being laid off, plus the period of the granted medical extension. When employees are recalled from a layoff, the employee with the greatest seniority in that classification who is physically and otherwise qualified to perform the duties of the job shall be recalled first.

SECTION 4 Seniority List

In the event that a reduction of staff affects employees in a given classification, the administration agrees to provide SEIU/FPSU with a copy of the District's seniority list(s) of employees in the classification(s) that are being laid-off.

SECTION 5 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 at least five (5) working days prior to the effective date of excessing.

(e) For those excessed employees who are unable to secure another position through the transfer process, the District will list all unplaced excessed employees and place those employees in positions for which they are qualified.

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

When an employee is excessed and placed in a new job classification, said employee's seniority shall be determined pursuant to the provisions of Section 5(a) above.

ARTICLE 20 JOB POSTING AND SELECTION

A. All job openings and newly created positions that are bargaining unit positions, including custodial jobs, in a Department (i.e. Facilities Services, Transportation Services, Food and Nutrition Services, or School Site) shall be posted to the District's Human Resources job opportunities website, and selections shall be made in accordance with the provisions of this section. If the position is not filled by a District employee then the position will be posted externally.

B. In the filling of any job opening or newly created position, first consideration shall be given to applicants from within the department that posted the job opening.

C. In the filling of job openings or newly created positions, applicants shall be matched against the needs of the position and when in the judgment of the Superintendent all other factors are equal, the most senior employee making application shall be offered the position.

D. In the event the position is not filled under the provisions of this section by a District employee, the position may be filled by a new employee.

E. Persons who have been hired as temporary employees and have worked in this capacity for six (6) months or longer shall be considered when vacancies occur.

F. Job openings will be posted by the District prior to filling the position.

ARTICLE 21 JOB DESCRIPTIONS, ASSIGNMENTS AND RECLASSIFICATION

A. The District will prepare and maintain job descriptions for those job classifications covered by this agreement. It is understood by the Parties that every incidental duty connected with operations enumerated in job description is not always specifically described and that this does not preclude the required performance of such other related duties.

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 departmental or school management.

C. Nothing in a job description is intended or shall be construed so as to concede to any employee or group of employees the right to refuse to follow instructions or orders.

D. Any employee or classification of employees may make a request for job reclassification utilizing procedures established by the Superintendent and the final determination or the pay classification shall be made by the Superintendent.

ARTICLE 22 SICK LEAVES

SECTION 1 Permanent Full-Time Employees

A member of the bargaining unit employed on a full-time basis shall be credited with four (4) days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month provided the employee has been on duty or compensable leave a minimum of eleven days within the month. Sick leave shall not be used prior to the time it is earned and credited to the employee. An employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his employment and has not accrued the four sick days available, the District shall withhold the average daily amount for the sick days utilized but unearned by the employee.

ARTICLE 22 SICK LEAVES (cont'd)

SECTION 2 Permanent Part-Time Employees

A member of the bargaining unit employed on a permanent part-time basis, four (4) hours per day or less, shall be credited with four (4) part-time days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one part-time day of sick leave for each month of employment which shall be credited to the employee at the end of the month provided the employee has been on duty or compensable leave a minimum of eleven days within the month.

Sick leave shall not be used prior to the time it is earned and credited to the employee. An employee shall be entitled to earn no more than one part-day sick leave times the number of months of employment during the year of employment. If the employee terminates employment and has not accrued the four part-time sick days available, the District shall withhold the average daily amount for the sick days utilized but unearned by the employee. An employee whose duty day basis changes shall have his sick leave balance as a permanent half-time employee converted at the rate of two (2) part-days of sick leave to one (1) full day of sick leave.

SECTION 3 Sick-Leave Charged

Sick leave usage shall be tracked and charged through the use of biometric time collection devices. Employees shall not be entitled to sick leave in excess of the amount of such leave accumulated to his/her credit except as provided for under catastrophic leave.

SECTION 4 Method of Accumulation

Sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue; provided, that at least one-half of this cumulative leave must be established within the Palm Beach County School 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.

SECTION 5 Summer School

Bus Drivers and Bus Attendants will receive one day of sick leave when they work eleven (11) or more days during the summer. Food service workers will receive one day of sick leave when they work eleven (11) or more days during the summer.

SECTION 6 Out-of-County Credit for Sick Leave

Members of the bargaining unit 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 Systems with the restriction that at least half of the cumulative leave shall be established within this School District.

SECTION 7 Claims

Sick leave claims shall be honored as submitted by the employee for his/her 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.

ARTICLE 22 SICK LEAVES (cont'd)

SECTION 8 Verification of Illness

Whenever sick leave appears to be abused as determined by the Superintendent, or where an employee consistently uses his/her sick leave as it is earned, the employee requesting such sick leave may be required to furnish competent medical proof of the necessity for such absence. Abuse of sick leave privileges shall constitute grounds for dismissal by the District. In the event a permanent employee exhausts his/her sick leave while on sick leave and remains unable to return to work, he/she may use accumulated annual leave provided prior verbal or written notification is given to the Department Head/Principal.

SECTION 9 Leave for Personal Reasons

Effective July 1, 2006, a member of the bargaining unit shall be allowed six (6) days paid leave for personal reasons each fiscal year to be charged against accrued sick leave, and provided that such leave shall be noncumulative.

Except in emergency situations, employees shall request leave for personal reasons at least twenty-four (24) hours in advance of such leave. Except for the religious observance of the employee's faith, personal leave requests shall not be made for any day immediately preceding or following a holiday; during the first or last week of the school year when students are in attendance; and/or the day immediately before or after the Thanksgivingbreak, the Winter break and/or the Spring break. Request for personal leave may be denied if in the judgment of the Superintendent such leave will disrupt the school or department program. Employees are not required to provide his/her supervisor with the reason for requesting personal leave.

SECTION 10 False Claim

False claim for sick leave shall be grounds for dismissal by the School Board.

SECTION 11 Terminal Leave Pay & BENCOR

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.

a. Effective June 30, 2016 and thereafter, employees who have a minimum of ten (10) consecutive years of District service just before they are to receive terminal pay benefits and who are retiring/leaving the employment of the District or who are entering into DROP shall have such terminal pay benefits provided to them through the BENCOR National Government Employees Retirement Plan as adopted by the School Board in 1999.

b. Employees who are otherwise eligible to receive terminal pay benefits and who retire/leave the employment of the District prior to June 30, 2016, shall not be covered under the BENCOR Plan.

c. The District's Department of Compensation & Employee Information Services will provided affected employees with information on eligibility, how the process works and its benefit to employees in this bargaining unit.

SECTION 12 Disability Income

An employee who has disability (income protection) insurance through the District shall not be required to exhaust his/her sick leave to be granted leave under this subsection. In keeping with the District's disability insurance carrier, an employee who has such insurance through the District may not receive both sick leave pay and disability benefits at the same time.

SECTION 13 Annual Option Pay-Out for Accumulated Sick Leave

At the end of any school year (June 30) an employee who has not used more than three (3) sick leave days that school year and who has sixty (60) or more accumulated unused sick leave days may exercise the option to receive payment from the District equal to the value of 80% of any unused days earned during that school year.

An eligible employee who applies for a cash pay-out will receive a gross payment equal to the employee's daily rate of pay on the employee's last regular employment day of that school year times 80% of the number of unused sick leave days earned that school year. It is understood that this payment shall be subject to all legal withholdings and is not tax sheltered.

The above options may be exercised by the employee if he/she has accumulated sixty (60) or more days of unused sick leave at the end of any school year (June 30) and has not used more than three (3) sick leave days that school year as set forth above.

SECTION 14 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 based upon stipulation or a determination by a judge of a Workers' Compensation court. 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 canceled upon the School Board's action.

SECTION 15 Paid Bereavement Leave

An employee who is absent from work due to the death of a member of his/her immediate family (spouse, sibling, child, parent, parent-in-law, grandparent, grandparent-in-law or domestic partner) may use up to three (3) days of paid bereavement leave each school year. The use of bereavement leave shall not count against the employee's sick leave. If an employee requires additional time off for bereavement purposes beyond these three (3) days, the employee may use his/her sick leave for a reasonable number of additional days.

ARTICLE 23 IN-THE-LINE-OF-DUTY LEAVE/WORKERS' COMPENSATION

An employee who is absent due to injuries or illness clearly received in the discharge of his/her duties shall be entitled to additional sick leave benefits as hereafter provided:

A. An employee who is injured in the line of duty may be entitled to a maximum of ten (10) noncumulative additional leave days which shall not be charged against the employee's sick leave balance. "These ten (10) noncumulative days will be applied to the first ten (10) days of approved Workers' Compensation lost time." All claims for such leave must clearly substantiate an 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. 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 center to which he/she is assigned, may qualify for a maximum additional twenty-two (22) days of noncumulative sick leave if the disease requires the employee to use more than five (5) days of his/her accumulated sick leave balance. If the employee does not have five days of accumulated sick leave, this leave shall begin immediately after the use of the last sick leave day.

B. In cases of unusual illness of injury in the line of duty, any employee may make a request to the Superintendent for additional compensated 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 Principal/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 District shall satisfy itself the claimant is entitled to payment.
An employee who has a claim under this policy shall fully cooperate with the District and shall authorize the release of any medical records pertaining to the Workers' Compensation injury if necessary.

D. The employee must seek medical treatment for any injury received in the line of duty within six (6) months of the injury to be eligible for leave under this section.

ARTICLE 24 CATASTROPHIC ILLNESS/INJURY LEAVE

A catastrophic illness or injury shall be defined as a medical condition not covered by Workers' Compensation, requiring an absence from work greater than fifty (50) working days of consecutive absence for a single illness or injury.

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.

Two (2) medical verifications of such catastrophic illness or injury shall be required. The employee shall fully cooperate with the District and shall authorize the release of any medical records necessary. The District shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The District may at its expense require an independent medical examination.

Catastrophic illness or injury leave shall begin the fifty-first (51) day of consecutive absence and not to be awarded retroactively.

ARTICLE 25 LEAVE WITHOUT PAY

SECTION 1 Personal Leave of Absence

Personal leave of absence as described herein is leave without pay and may be requested by a member of the bargaining unit for purely personal reasons. A member of the bargaining unit may request short-term personal leave of absence within the school or department to which the employee is assigned. Personal leave as described herein shall be requested through the principal or department head for his/her approval and subsequently approved by the Superintendent.

An employee granted an unpaid leave of absence shall be returned to his/her former classification if the leave is less than ninety (90) days, notwithstanding the layoff provisions contained in this agreement. An employee granted a leave of absence and who wishes to return before the leave period has expired, may submit a request to return to the principal/department head. An employee granted a leave of absence in excess of ninety (90) days will be permitted to return to work provided there is an opening in the same job classification in the work unit. If the former position is not available, the employee, upon written request, shall be listed as an eligible applicant for a period of six (6) months.

Group Life and Hospitalization Insurance coverage may be continued for a period equal to the authorized leave of absence, provided full premium payments, including the Board's payment, are kept current by the employee.

SECTION 2 Return from Leave

Failure to return to work at the expiration of approved leave shall be considered as absence without leave and grounds for dismissal. This section should be subject to extenuating circumstances preventing timely return, as determined by the Superintendent.

ARTICLE 26 MATERNITY/CHILD CARE LEAVE

SECTION 1 Maternity Leave/Recovery

A. 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 therefrom. 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 when there is no accompanying disability.

B. 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.

   Short-term illness related to maternity is treated the same as any other day-to-day illness.

ARTICLE 26 MATERNITY/CHILD CARE LEAVE (cont'd)

SECTION 2 Child Care Leave/Unpaid

A. A regular employee may request and shall be entitled to a leave of absence without pay for childcare (normally after recovery) or when adopting a child under six (6) years of age. In the case of adoption or foster care, 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 that eighteen (18) months. Granting of a leave which extends to the end of the employee's work year does not denote rehire for the ensuing school year.

B. It is the responsibility of the employee to keep the principal/department director informed so that appropriate administrative arrangements can be made prior to return to duty. Upon return from extended leave, an employee may be returned to the same or similar position.

ARTICLE 27 JURY DUTY LEAVE/WITNESS DUTY

SECTION 1 Jury Duty

A member of the bargaining unit subpoenaed to jury duty shall be paid the regular salary during their absence for jury duty and shall remit to the District the fees received for such jury duty less travel allowance paid by the courts. If, upon reporting for jury duty, the employee is not used, the employee is to report back to work and carry on with daily work assignments. A reasonable amount of time will be allowed for travel.

SECTION 2 Witness Duty

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 Party to the litigation, the employee shall be eligible for Temporary Duty Elsewhere leave and shall receive regular compensation while on witness duty and shall remit to the District in check or money order (no cash) the amount of fees, less travel allowance and other expense allowances, received for witness duty.

SECTION 3 Verification

The employee shall provide the department head/principal with proof of jury duty service and/or witness duty subpoena before compensation is approved.

ARTICLE 28 MILITARY LEAVE

SECTION 1 Leave for Military Duty

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 District.

ARTICLE 28 MILITARY LEAVE (cont'd)

SECTION 2 Short-Term Duty with Pay

Any individual employed by the School Board of Palm Beach County who is a member of the United States Military Reserve or the National Guard shall be entitled to leave of absence from his/her respective duties without loss of pay when he/she is ordered to active duty by the appropriate unit, provided:

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 29 ANNUAL LEAVE

SECTION 1 Accrual of Vacation Leave

This section shall refer to members of the bargaining unit employed on a twelve (12) month basis.

A. A member of the bargaining unit who is employed on a twelve (12) month basis shall be allowed vacation leave, exclusive of holidays, with compensation as follows:
   1) An employee with less than five (5) years of continuous service at a rate of one (1) day per month, cumulative to twelve (12) work days per year.
   2) An employee with five (5) years or more continuous service at a rate of one and one-quarter (1.25) days per month, cumulative to fifteen (15) workdays per year.
   3) An employee with ten (10) years or more of continuous service at a rate of one and one-half (1.5) days per month, cumulative to eighteen (18) workdays per year.

Accrued vacation leave shall not exceed sixty-two and one-half (62 ½) work days 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 of the operation of the School District.

Upon employment termination, the employee shall be paid as terminal leave all unused vacation leave as follows:

1) (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.
2) (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.
3) (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 62½ days.

Any employee who becomes ill while on annual leave may use accrued sick leave for such period of illness providing a doctor's certificate is presented to the principal or immediate supervisor upon the employee's return to work.

SECTION 2 Use of Vacation Leave

A. Each District facility having an administrator or designee supervising 12-month bargaining unit employees assigned to that facility will be the administrator (or his/her designee) in charge of administering this Section of the Contract as it relates to the scheduling of requested vacation leave.
B. Each employee wishing to use his/her accrued vacation leave in blocks of at least five (5) continuous work days is required to submit such request in writing to his/her supervisor no later than May 1 of the year (June thru May) during which he/she is requesting vacation leave. As used herein, "continuous" means the actual number of days used can be interrupted by a non-work day such as a holiday and/or a weekend. Therefore, five (5) continuous days could be a work day on Tuesday, Wednesday, Thursday, Friday and the following Monday; or it could be a work day on a Thursday, Friday, a holiday (on Monday), Tuesday, Wednesday and Thursday.
C. If the administration determines an insufficient number of employees will be actively working to complete the work load at his/her facility because too many employees have requested to use vacation leave at the same time, the administrator will use the employee's seniority among those who have requested vacation leave for the same dates to determine whose request(s) will be granted. The employee(s) with the greatest seniority as defined elsewhere in the Agreement will have his/her vacation leave approved. Those whose requests were not approved, may re-apply for other periods of time. All employees making such requests will be notified as soon as possible if their request were approved or not approved.
D. Thereafter, those employees who vacation leave request for at least five (5) continuous work days was granted go to the bottom of that facility's seniority list for the purpose of determining which employee's vacation leave request will be approved in the future.
E. Request of the use of vacation leave for less than five (5) continuous workdays also must be submitted in writing to his/her supervisor no later than ten (10) working days in advance of the first day of vacation leave he/she is requesting. Such requests are also subject to the approval of the administrator/designee. Approval of the use of vacation leave for fewer than five (5) continuous workdays will not move the employee to the bottom of the seniority list at that facility. However, any approved request for less than five (5) continuous workdays will require that employee not to request any additional vacation leave for a minimum of at least twenty (20) work days after returning from any approved vacation leave. The only exception is when the employee's vacation request of at least five (5) continuous days has been previously approved.

   Only in special circumstances, as approved the Regional Superintendent of his/her designee, will the above process for the approval/denial of vacation leave not be followed.

   To the best of their ability, employees are responsible to keep themselves informed of the number of vacation days/hours they have and are accruing so they will be requesting and taking a sufficient number of vacation days well before July 1 of each year so as not to forfeit any vacation leave days over sixty (60) days on July 1.

ARTICLE 30 HOLIDAYS

All full-time 12-month employees eligible for membership in the bargaining unit shall receive paid holidays each year as approved by the School District and as recommended by the School Calendar Committee. The School Calendar Committee shall be composed of representatives of employee groups and the administration. SEIU/FPSU shall be represented as an employee group:

A. In order to be compensated for a District approved holiday under this section, an employee must be either on duty or on compensable leave the day before and the day after the scheduled paid holiday.

B. Twelve-month employees required to work on a day designated as a holiday on the official school calendar shall be paid at the overtime rate of one and one-half times the employee's straight time rate of pay. Pay for designated holidays shall be in addition to the employee's regular pay.

ARTICLE 31 TRANSFERS

SECTION 1 VOLUNTARY TRANSFERS

An employee may apply for posted vacancies at any time during the year for which he/she is qualified as determined by the District except when the District determines the employee is currently filling a “critical needs” position. In such cases, the employee will not be eligible to apply for a Voluntary Transfer until such time his/her position is no longer considered by the District to be a “critical needs” position. Without the approval of the District, only one transfer outside of the work center will be approved in any one fiscal year, except unlimited transfers may be approved within the work center. When considering internal applicants for a Voluntary Transfer to a posted vacancy, the District shall follow and adhere to the provisions of sub-sections B, C, and D of Section 1 of Article 20 in this agreement.

The employee whose Voluntary Transfer request is approved by the School/Department having the vacancy will be released from his/her current assignment effective as soon as practical, but not later than twenty (20) work days from the date his/her transfer request was approved by that School/Department, except when the District has implemented a temporary hiring freeze or when another extenuating circumstance exists that temporarily delays the transfer beyond twenty (20) days. In such cases the transfer date will be mutually determined and agreed to by the employee’s current supervisor and the new supervisor at the new job location. If the delay was caused by an extenuating circumstance, upon receipt of a written request, such extenuating circumstances will be share with the Union and/or employee.

SECTION 2 INVOLUNTARY TRANSFERS

An Involuntary Transfer will be made after the Voluntary Transfer provisions in Section 1. above do not result in filling the posted vacancy; or when management determines that it is in the best interest of all Parties involved to Involuntarily Transfer an employee. Management will conduct a meeting between the employee involved and the Principal or Department Head, and a Union representative if requested by the employee. During this meeting, the employee shall be provided valid reason(s) for the Involuntary Transfer and such reason(s) shall not be arbitrary or capricious. Such factors as length of service, job competency, and geographic location should be given consideration to the extent that these factors do not, in the opinion of the Superintendent, interfere with the best interest of the District. The employee shall be given a minimum of three (3) workdays’ notice prior to the Involuntary Transfer.

ARTICLE 32 UNIFORMS

A. Facilities Services Employees

The School District shall provide and maintain uniforms for the employees in Facilities Services at no cost to the employee. Employees shall be required to wear uniforms during the workday. Uniforms will be replaced on an as needed basis due to normal wear and tear or if lost through no fault of the employee. For replacement purposes, employees must turn in the appropriate garments. Any employee issued a uniform(s), who is leaving employment, will be required to turn in his/her uniform(s) prior to receiving his/her last check. The District will establish procedures for cleaning and maintaining rented uniform(s).

B. Bus Drivers and Bus Attendants

The School District shall provide uniforms to employees assigned as School Bus Drivers and Bus Attendants at no cost to the employee. Employees will be required to wear uniforms during the workday. Employees will be responsible for cleaning the uniform(s) provided by the District. Uniforms will be replaced on an as needed basis due to normal wear and tear or if lost through no fault of the employee. For replacement purposes, employees must turn in the appropriate garments. Any employee issued a uniform(s) who is leaving employment will be required to turn in his/her uniform(s) prior to receiving his/her last check. An employee who fails to comply with the Uniform Policy will be counseled and given a reasonable opportunity to comply prior to disciplinary action.

C. Custodial Employees

The School District may provide and maintain uniforms for Custodial employees at no cost to the employee. If the uniforms are provided, the following requirements shall then apply. Employees shall then be required to wear uniforms during the workday. Uniforms will be replaced on an as needed basis due to normal wear and tear or if lost through no fault of the employee. For replacement purposes, employees must turn in the appropriate garments. Any employee issued a uniform(s), who is leaving employment, will be required to turn in his/her uniform(s) prior to receiving his/her last check. The District will establish procedures for cleaning and maintaining rented uniform(s).

ARTICLE 33 SAFETY AND HEALTH

SECTION 1 Safe Working Conditions

Departmental management is responsible for and shall make every reasonable effort to foster and maintain safe working conditions. To this end, SEIU/FPSU will cooperate and encourage the employees to work in a safe manner. Employees shall receive appropriate training in order to operate equipment properly and safely.

The District will determine proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices, where provided, must be used. Failure by employees to utilize provided equipment or devices will be subject to disciplinary measures.

SECTION 2 Safe Driver Standards

A. Employees are required to drive Board owned vehicles safely and in compliance with all traffic codes. Each employee who is required to drive a Board vehicle shall maintain a valid driver's license and a driving record with The Department of Highway Safety and Motor Vehicles that is free of conviction for a moving violation that results in a suspension of driving privileges or contains no more than eighteen (18) "DriverSafety Points" for moving violations/accidents in any thirty-six (36) month period. If the employee fails to meet these standards, the employee may be terminated.

ARTICLE 33 SAFETY AND HEALTH (cont'd)
SECTION 2 Safe Driver Standards (cont'd)

B. Bus Drivers are required to meet all of the standards in A. Additionally a bus driver must meet the following standards:
   - No conviction for reckless driving resulting in an accident
   - No conviction for driving while impaired due to unlawful use of alcohol or drugs
   - No conviction for failing to stop before crossing railroad tracks (in a school bus)
   - No conviction for driving around/through railroad crossing gate or barrier without proper authorization in a school bus
   - No conviction for leaving the scene of an accident before police/highway patrol arrive (school bus or other District owned vehicle)
   - No conviction for fleeing or attempting to elude police/highway patrol officer

A bus driver is subject to disciplinary action up to and including termination of employment for any of the above infractions. The Superintendent and his/her designee have the authority to place Bus Drivers in non-driving positions in the Department of Transportation Services instead of recommending the termination of their employment for any infraction listed above except moral turpitude if, in the judgment of the Superintendent or his/her designee, the employee otherwise has been a satisfactory employee and other non-driving positions in the Department of Transportation Services are available and vacant. The decision of the Superintendent to recommend termination or to transfer the employee shall be final.

SECTION 3 Hepatitis B Vaccination

Hepatitis B Vaccination shall be provided to employees upon written request. Such shall be provided to employees at no cost to the employee and in accordance with the District Exposure Control Plan.

ARTICLE 34 BULLETIN BOARDS

The District will allocate suitable space in a school building or other location where members of SEIU/FPSU work, for the purpose of SEIU/FPSU notices. If possible, bulletin board space will be provided for this purpose. The selection of the appropriate location will be approved by the school principal or department director. The bulletin boards shall be used for posting SEIU/FPSU notices but restricted to:

A. Notices of SEIU/FPSU recreational and social affairs.
B. Notices of SEIU/FPSU elections and results of such elections.
C. Notices of SEIU/FPSU appointments and other official Union business.
D. Notices of SEIU/FPSU meetings
E. Any other information, including any notices containing any information other than purpose, date, time and place, may be posted on such designated areas only upon the approval of the Department of Labor Relations.
F. The Department Director of Labor Relations shall receive copies of all notices posted on bulletin boards.

All notices shall be signed by a duly recognized officer of SEIU/FPSU. All costs incident to preparing and posting of SEIU/FPSU materials will be borne by SEIU/FPSU. SEIU/FPSU is responsible for posting and removing approved material on its bulletin boards and for maintaining such boards in an orderly condition.

ARTICLE 35 NON-DISCRIMINATION/HARASSMENT

SECTION 1 Non-discrimination

The right of employees to belong to, to participate in, or to refrain from belonging to SEIU/FPSU, shall not be prohibited, abridged or interfered with.

SEIU/FPSU will not discriminate with regard to representation of its members or with regard to terms and conditions of membership because of race, color, creed, sex, age, or national origin.

The District agrees not to discriminate as to a hiring, promotion, discharge of other disciplinary actions on the basis of race, color, creed, sex, age, national origin, union affiliation.

Discrimination (Title IX, EEA) - Any act by the Board, its agents, or officers which has the effect of denying to any employee any benefit which is available to any other employee where the denial of such benefit is solely based upon the sex, handicap, race, color, age, marital status, religion, union affiliation, or national origin of the employee.

SECTION 2 Harassment

No employee shall be subjected to or be part of:

A. Unnecessary, spiteful, or negative criticism or complaints expressed in the presence of other employees, students, or members of the general public.

B. Unwelcome sexual advances, requests for sexual favors, offensive, lewd or suggestive comments. Also includes the creation of a hostile, intimidating, or offensive work environment.

C. Verbal or physical abuse. An adverse decision shall not be made against an employee after such abuse is rejected.

D. Racial/ethnic slurs, jokes, or other inappropriate conduct.

ARTICLE 36 HEALTH, LIFE, DENTAL AND VISION INSURANCE

Effective January 1, 2024, the following provisions shall supersede all previous Articles/Sections regarding health/medical,dental, vision and life insurance benefits. This Section shall be included in each respective PERC recognized organization's Collective Bargaining Agreement or negotiated modifications hereto, upon ratification by each respective employee organization and approval of the School Board. During coalition negotiations for the 2024 calendar year, employee contributions towards premiums were increased by $10.00 per pay period which equals $20.00 per month.

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

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

   (c) Part-Time Eligible Employees: A part-time eligible employee is defined as a non-temporary employee in a regular part–time position who falls within one of the following two classifications:

      a. Employee who works three and three quarter (3.75) or more hours, but less than six (6) hours per day and is included in the job classifications under the CTA Bargaining group or:

b. Employee who works four (4) or more hours per day, but less than six (6) and was hired prior to January 1,2012 and remains continually employed in such position.

Any employee who is hired or rehired into a part-time position or transfers from a full-time into a part-time position on or after January 1, 2012, will not be eligible under this definition, except for those in the CTA bargaining group.

2. (a) 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 High Option Health Maintenance Organization (HMO) Plan, a Low Option HMO Plan and a Consumer Driven Health Plan (CDHP).

The medical plan enrollment choices include Low Option HMO Plan or the CDHP for the first eighteen (18) months of active eligible employment. Thereafter, any elected medical plan changes will be effective the first day of the plan year occurring at least eighteen (18) months after the date the employee became eligible for insurance coverage.

(b) 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.

(c) VISION PLAN: The District will also make available a vision plan to be paid by the employee with pre-tax dollars through payroll deduction.

(d) GROUP 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 Group 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&Dand 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 group 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:

- $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 of age.

All voluntary group term life purchased coverage will be paid through payroll deduction and no medical questionnaire or physical exam need to be taken if the eligible employee enrolls within the first thirty (30) days of employment and not in excess of $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.

Group 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.

(e) 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 administration for the adjudication ofthe payment of any and all benefits claims.

3. 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.

4. Contributions by the District to the Special Retirement Plan will not be considered for the purpose of computing overtime.

5. Those eligible employees who elect not to participate, as an employee or dependent, in any of the Medical Plans (High Option HMO, Low Option HMO or CDHP), and who complete an online election form indicating other medical coverage, will receive contributions to the Special Retirement Plan as follows:

- $100.00 monthly for each full-time eligible employee.
- $ 50.00 monthly for each part-time eligible employee.

ARTICLE 36 HEALTH, LIFE, DENTAL AND VISION INSURANCE (cont'd)

6. (a) Effective January 1, 2024 and thereafter, the District will pay the following towards monthly medical insurance premium cost for employees enrolled in the High Option HMO Plan:

Tiers	Full-Time	Part-Time
Employee only	$560	$460
Employee plus children	$830	$700
Employee plus spouse	$900	$770
Employee plus full family	$1,100	$970

(b) Effective January 1, 2024 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the Low Option HMO Plan:

Tiers	Full-Time	Part-Time
Employee only	$510	$510
Employee plus children	$780	$750
Employee plus spouse	$855	$825
Employee plus full family	$1,001	$971

(c) Effective January 1, 2024 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the CDHP Plan:

Tiers	Full-Time	Part-Time
Employee only	$390	$390
Employee plus children	$650	$620
Employee plus spouse	$690	$660
Employee plus full family	$830	$800

(d) In addition to the premiums funded above in (c), for each employee enrolled in the CDHP, the District will also fund a Health Savings Account (HSA) for each employee who meets the eligibility criteria established by the IRS. It is the employee's responsibility to elect and complete an enrollment process directly with the bank that administers the HSA offered through the District. Funding can occur only once the District receives confirmation from the bank that an account has successfully been opened. The District funding will be in the following monthly amounts:

Tiers	Amount
Employee only	$60.00
Employee plus children	$90.00
Employee plus spouse	$90.00
Employee plus full family	$120.00

(e) The Parties agree to reopen coalition negotiations in 2024 on any additional premium increases and/or plan design changes for calendar year 2025. Coalition bargaining will begin no later than April 15. The District agrees to be available for meetings on a monthly basis if requested by coalition members..

ARTICLE 36 HEALTH, LIFE, DENTAL AND VISION INSURANCE (cont'd)

7. (a) All eligible employees may purchase through payroll deductions the following benefits with pre-tax dollars when legally eligible:

- 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 children may be enrolled until their 26th birthday.
- Eligible employees who waive medical coverage or enroll in an HMO medical plan may also contribute pre-tax dollars to a medical Flexible Spending Account, and/or to a Dependent Care Flexible Spending Account through payroll deductions up to the maximums permitted by law.
- Eligible employees who enroll in a CDHP, may also contribute pre-tax dollars to a Health Savings Account and/or to a Dependent Care Flexible Savings Account through payroll deductions up to the maximums permitted by law.

(b) Eligible employees may purchase other optional Benefits through payroll deductions with post-tax dollars such as medical coverage for children ages 26-30, Disability Income Protection and Optional Group Term Life Insurance. Optional Group Term Life Insurance may also be purchased for eligible dependents.

(c) If an employee does not complete the required benefits enrollment process, including the completion of any and all enrollment forms or on-line process within 30 calendar days of employment or during required annual enrollment periods, he/she will automatically be enrolled in a default benefit plan (Low Option HMO with employee only coverage). If an employee does not submit all required dependent and/or domestic partner verification documents within 30 days of employment or during annual enrollment periods, the employee will be denied dependent and/or domestic partner coverage as applicable.

(d) Premiums must be supported by an employee's regular paycheck in order for an employee to be eligible to enroll in that specific benefit.

8. (a) The High Option HMO Plan will cover in-network physicians and hospitals with deductibles, co-payments and/or coinsurance. The High Option HMO Plan is defined as an HMO with a primary care provider office visit co-pay of $30, a specialist office visit co-pay of $40. For Primary Care and Specialist categories that are designated as Tier 1 providers, the above co-pays will apply. For these same Primary Care and Specialist categories, the co-pay for non-tier 1 providers will be $ $40 for Primary Care and $50 for Specialists. Other co-pays are as follows: an urgent care co-pay of $50, 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. Virtual office visits, where available, will have a co-pay of $25. Emergency ambulance, in-patient hospitalization, outpatient surgery, approved durable medical equipment and diagnostic testing will have coinsurance of 10% after an annual deductible of $400 individual/$800 family. Emergency room expenses will have coinsurance of 15% after the $400 individual/$800 family deductible. Out-of-pocket maximums will be applied per policy language with an annual calendar year maximum of $4,000 per individual and $8,000 per family.

(b) Prescription coverage in the HMO plans will require a separate $100 annual deductible per individual with a maximum of $200 per family as well as various co-payments for Tier I, Tier II, Tier III and Tier IV prescriptions. There will be no annual deductible for mail order maintenance prescriptions. The carrier will determine tier placement of all drugs covered under the Outpatient Prescription Drug coverage. As of January 1, 2019, the standard Rx plan was implemented and it excluded Walgreens. Additionally, the following language was included in our Summary Plan Description (SPD):

Exclusions:

- A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product.

- A Prescription Drug Product contains (an) active ingredient(s) which is (are) a modified version of andTherapeutically Equivalent to another covered Prescription Drug Product."

(c) In the HMO plans, the prescription co-pay for up to a 30-day supply will be $10 for Tier I prescriptions, $30 for TierII prescriptions, $60 for Tier III prescriptions and $100 for Tier IV prescriptions. Mail order will be available for 2.5 times the co-pays previously listed for up to a 90-day supply of maintenance prescriptions.

(d) The Low Option HMO Plan's co-pays are as follows:
A primary physician's office visit co-pay of $40, a specialist office visit co-pay of $60. For Primary Care and Specialist categories that are designated as Tier 1 providers, reduced co-pays will apply. For these same Primary Care and Specialist categories, the co-pays for tier 1 providers will be $30 for Primary Care and $55 for Specialists. Other co- pays are as follows: an emergency room co-pay of $250, an urgent care co-pay of $75, an emergency ambulance co-pay of $150. Virtual office visits, where available, will have a co-pay of $25. In-patient hospitalization, outpatient hospitalization, approved durable medical equipment and diagnostic testing will have 20% coinsurance after a plan deductible. Out-of-pocket maximums for this percentage coinsurance will be applied per policy language with an annual calendar year maximum of $6,000 per individual and $12,000 per family. Outpatient rehabilitation therapy will have co-pays of $35 per individual session and co-pays of $25 per group session.

(e) The Consumer Driven Health Plan (CDHP) will have in network and out of network coverage. The annual in- network deductible is $3,000 individual/$6,000 family with 30% coinsurance applying after satisfaction of deductibles. The in-network annual out-of-pocket maximums will be $6,350 individual/$12,700 family. The annual out-of-network deductible is $4,500 individual/$9,000 family with 40% coinsurance applying after satisfaction of the deductibles. The out-of-network annual out-of-pocket maximums will be $10,000 individual/$20,000 family. Pharmacy benefits are subject to medical deductible and coinsurance. Beginning January 1,2019, the standard Rx plan will apply, which excludes Walgreens from in network coverage.
As part of the CDHP, a Health Savings Account (HSA) will be funded by payroll contributions in the amounts listed in 6 (d) above, for any eligible employee who activates an account. This HSA will be funded by the District.

(f) Prior authorization and medical necessity programs as administered by the medical plan carrier or administrator for their fully funded plans apply.

9. An employee eligible for benefits is eligible to enroll his/her eligible 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
- Must be considered each other's 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 any time 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, and Social Security and Medicare taxes. In other words, the premium for domestic partner benefits is the same as the premium for the Employee Plus Spouse option except that the domestic partner benefits premium will be taxed on a post-tax basis and any District-paid 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 a domestic partner and any child (ren), including his/her own or the partner's child (ren), the employee will pay the premium of the Employee Only/Single premium option on a pre-tax basis. Additionally, premiums on a post-tax basis will be required for the domestic partner and/or partner and child (ren) set forth above.

10. (a) 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.
- For employees on other pay cycles, annual premiums will be spread as equally as possible over their paycycle.

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

(b) Premiums must be supported by an employee's regular paycheck in order for an employee to be eligible to enroll in that specific benefit.

11. 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.

12. 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 6(e), all Parties agree that coalition negotiation may be reopened on all aspects of this Section in the event any of the following occurs:

- 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 andhad 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.

13.(a) 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) workdays in August will have their District insurance coverage effective October 1. Otherwise, benefits for benefit eligible employees will be effective on the first day of the month following thirty (30) continuous calendar days of employment.

(b) 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 or FMLA leave with the District ends 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. Notwithstanding any other provisions in the Contract, the provisions contained in this Section supersede any bargaining unit contract language relating to continuing insurance coverage for employees on an unpaid leave of absence.

14. Health Rewards with Outcomes

(a) All parties are desirous of a program that allows partial premium discounts (within all legal parameters of IRS Section 125 plans and the Affordable Care Act). This Section spells out the program requirements, required dates for completion, and the corresponding dates for the premium discount to begin to apply.

(b) An employee who is enrolled in a District medical plan, for which both the District and the employee are contributing toward the premium, is eligible to earn rewards. Each eligible employee and his/her covered spouse or domestic partner who actively participates in and completes the health reward required activities listed below between January 1 and August 31, will be eligible for an employee health rewards credit beginning with the first premium in the following January and continuing through the calendar year, as long as the employee remains eligible throughout this time period. The credit amounts are listed in section d below.

Those described above, who complete the health rewards required activities after August, but on or before December 31 will be eligible for the health rewards credit beginning with the first premium in the following June and continuing through the calendar year, as long as the employee remains eligible during this time period.

(c) All health care information and results remain confidential. Federal laws protect an individual's privacy. The School District will only be notified if an employee and/or his/her spouse/domestic partner has been awarded 100% for completing the required activities listed below.

(d) Monthly credits for Health Rewards Program completion depends on the tier of medical coverage in which the employee enrolls. For those employees on a twenty-six (26) annual pay cycle, the credit is as follows

- Employee Only Coverage $50 per month
- Employee plus Child(ren) $50 per month
- Employee plus Spouse $25 per month for employee and/or $25 per month for Spouse/DP
- Employees plus Family $25 per month for employee and/or $25 per month for Spouse/DP

ARTICLE 36 HEALTH, LIFE, DENTAL AND VISION INSURANCE (cont'd)

Those monthly reward credits will be prorated for those on other pay cycles so that the annual amounts are the same.

Required Activities

1. Biometrics measuring blood pressure, weight and height for BMI, fasting cholesterol (total and LDL) and fasting glucose 33%
2. Completion of the online Health Survey 33%
3. Meet 3 out of 5 of the targeted outcomes (see chart below) 34%

✝	Achieve Target Total Cholesterol Value	Less than 200 mg/dl
✝	Achieve Target Blood Pressure Value	Less than or equal to 140/90
✝	Achieve Target Body Mass Index (BMI) Value	Less than or equal to 27.5 Or a decrease of 2 points from The prior year BMI as measured From the District's program
✝	Achieve Target LDL Cholesterol Value	Less than 130 mg/dl
✝	Achieve Target Blood Sugar Value	Less than 100 mg/dl

Biometric results may be reported by an in-network physician or in-network convenience care clinic on a personalized MD form which the employee/covered spouse or domestic partner must print prior to visiting his/her physician or convenience care clinic and ensure that it is completed, signed, and faxed to Optum at the fax number on the form. Additionally, it is the employee's responsibility to review their completion status on the designated website within 45 calendar days of completion deadlines in order to have their claims of errors reviewed and/or corrected.

On-site biometric screenings will also be a method for employees/covered spouses or domestic partners to have their biometrics measured and reported. There will be no cost to employees/covered spouses or domestic partners for on-site biometric screenings.

Reasonable Alternatives

For those that do not meet 3 out of the 5 requirements above, a reasonable alternative in the form of a Telephonic Coaching Program will be available to earn their final 34%. These programs will take a minimum of 8-12 weeks to complete. Beginning in January 2020, additional reasonable alternative choice may be provided and will be listed in the official rules published each year by the Benefits section of the Risk and Benefits Management Department. The official rules for the Health Rewards Program will be published on the District's employee website under the Department of Risk and Benefits Management. Additionally, there may be specific lifestyle programs offered as reasonable alternatives. There are some requirements that need to be met to be eligible for specific programs such as Real Appeal. These specific programs will only be allowed to be completed once by any covered member. Once an employee or covered dependent has taken either of these courses and received points towards the Health Rewards with Options program, they will not be eligible to receive credit for these programs in future years.

The plan time frame for completion is the entire calendar year for employees and their covered spouses/domestic partners to complete the Health Rewards requirements for the discount to apply at a specific point in the following calendar year.

- If the required activities are completed by August 31, the discount will start with the first premiums effective on or after the following January 1.
- If the required activities are completed by December 31, the discount will start with the first premiums effective on or after the following June 1.

In order to earn the premium reward discount anytime in a plan year, the employee will need to fully complete the Health Rewards required activities within the required time frame in the prior plan year. If the employee also elects coverage for a spouse or domestic partner, the covered adult would also need to fully complete the required activities within the established time period in order for the premium reward discount to be awarded to the employee. Effective for the planyear 2021, the covered spouse or domestic partner will earn Health Rewards credit independently and separate from the employee.

Completion of all Health Rewards required activities resulting in an award of 100% would be necessary for the employee and/or a covered spouse or domestic partner.

15. Engagement/Greater Rewards with Next Steps

(a) During 2014 and thereafter, the District and its recognized Employee Unions and Associations agree to explore and implement other wellness rewards to encourage and support active employee participation in the District's Health and Wellness efforts. It is agreed opportunities will be provided to help employees avoid any future financial penalties and to provide financial incentives to employees. It is also agreed that incentive requirements will change every few years and will be bargained two years in advance where practical.

In addition, the District and the Coalition Bargaining groups agree to meet 4 times throughout the year to discuss additional wellness initiatives and medical plan issues and design changes to understand and/or achieve a balance of benefits and cost containment. This will be accomplished in partnership with the District, its Employee Unions and Associations and the insurance providers to create intense communication efforts, community resource information, and support tools well in advance. The subject matter of the Committee will include, but is not limited to, the following issues:

- Programs providing employees with information on negotiated price, and the quality, of particular health care services provided by particular providers, together with incentives to obtain services from higher-value providers ("transparency");
- The contractual provisions and financial performance of the District's contract for pharmacy benefit management("PBM");
- The establishment and operation of one or more on-site or near-site clinics or health centers to serve District employees and dependents, operated under contract with the District;
- Wellness program design and administration, including requirements and incentives;
- Health plan benefit design, including but not limited to infertility diagnosis and treatment;
- Health plan utilization issues, including but not limited to potential over-utilization of urgent care, emergency room and C-section deliveries;

- Total well-being of employees and dependents, including financial stress and worksite environment;
- 24-hour physician access by telephone or computer ("telemedicine").
- Onsite Employee Health Clinic

(b) The bargaining units agree that participation in the District's Health Rewards Program is beneficial to the employee as it brings awareness to each member's personal health situation and awareness is the first step to understanding healthy and effective lifestyle habits. To help increase participation, each bargaining group agrees to work towards increasing participation through promotions and discussions at meetings as well as in newsletters, emails and other correspondence to their members. Each bargaining group will strive to increase participation by 10% beginning 2020.

16. Tobacco Surcharge

Employees who use tobacco products will be required to pay an additional monthly surcharge of $50 for their medical insurance. An employee who has used a tobacco product(s) anytime within the last 60 days will be considered to be a user of tobacco products. The tobacco surcharge ($50 a month) will be enforced throughout the entire plan year unless the employee meets the requirements of the Affordable Care Act for a change in his/her status. Employees are required to complete an affidavit that indicates their status within 30 days of their hire date. Employees will be able to update their tobacco status between January 1, and October 15 of each year. Changes made during this period will apply for the entirenext plan year. By choosing not to disclose tobacco status or by not completing the form, employees will be assessed the $50 monthly default charge, the same as a tobacco user.

17. On-site Employee Clinic

The District has established an onsite health clinic, known as the District Occupational Clinic, or "DOC", to be located adjacent to the Fulton-Holland Educational Services Center. The DOC provides primary health services for employees and any dependents covered under the District's medical plan at lower co-pays. Due to the COVID-19 pandemic, the trial run for the clinic will be extended through Plan Year 2023. Use and outcomes will be examined at that time. For calendar year 2024, the co-pay will be $10 per visit for employees and dependents enrolled in the HMO medical plans. For the same time period, those employees and dependents enrolled in the CDHP medical plan will have a cost share of $25. This amount must be an amount equal to fair market value as required by the IRS.

Pre-employment and random drug testing as well as CDL and other required employee physicals will be through the clinic at the discretion of the District.

ARTICLE 37 DRUG AND ALCOHOL TESTING OF TRANSPORTATION EMPLOYEES WHO ARE HOLDERS OF FLORIDA COMMERCIAL DRIVER LICENSES (CDLs)

SECTION 1 Biennial Drug Test

All reappointed Bus Drivers shall be required to submit to a drug test during their regular biennial physical. Drivers shall be notified approximately sixty (60) days in advance of the date of their regular biennial physical examination.

In the event of changes in State or Federal Law related to drug testing standards, the Parties agree to meet in order to negotiate modifications in the provisions of this section. In no case, shall the standards included in this section be in conflict with the Federal or State criteria, nor in conflict with accreditation standards.

ARTICLE 37 DRUG AND ALCOHOL TESTING OF TRANSPORTATION EMPLOYEES WHO ARE HOLDERS OF FLORIDA COMMERCIAL DRIVER LICENSES (CDLs) (cont'd)

SECTION 1 Biennial Drug Test (cont'd)

No bus driver shall lose their regular pay as a result of having to report for their regular biennial physical examination. No pay will be given to drivers that are scheduled for their regular biennial physical during the weekend or the summer unless the driver is assigned a summer driving assignment.

In addition to the regular biennial drug test above, all transportation employees performing safety sensitive functions and who are holders of Florida Commercial Driver Licenses (CDLs) are subject to the drug and alcohol testing requirements of School Board Policy 3.961 and the U.S. Department of Transportation (DOT) 49 CFR Parts 40 and 382.

SECTION 2 Safety Concern – Synthetic Opioids

With the addition of testing of four (4) synthetic opioids to the drug testing panel, the Medical Review Officer (MRO) will contact the employee to request a valid prescription if one of the opioids is found in the test results. The employee will have five (5) days to supply a valid prescription. Upon receipt of a valid prescription, the MRO will then determine the test to be negative, and if a safety concern remains, will provide a statement to the employer of the safety concern. If the employee fails to submit a valid prescription within 5 days, the test result will be deemed positive.

When a safety concern is issued by the MRO, the employee must no longer drive, and must be evaluated by the District's medical examiner. The employee will be asked to make contact with their prescribing physician. The prescribing physician should be willing to state to the MRO and District's medical examiner that the employee can safely perform their safety-sensitive functions while taking the medication(s), or consider changing the employee's medication to one that doesn't make the employee medically unqualified or does not pose a significant safety risk.

The employee's medical exam certificate (MEC) will be revoked following the safety concern until such time as the employee is medically cleared to return to driving. Failure to obtain medical clearance within a 30-day period will result in the employee being referred to the School Board for termination.

SECTION 3 Positive Drug and/or Alcohol Test

The affected individual whose employment is terminated based on a second verified positive test shall be ineligible for future employment in any capacity with the District.

SECTION 4 Testing Procedure

Testing procedures, including challenges within an allowed period, are outlined in School Board Policy 3.961, Section 7, Required Testing and U.S. Department of Transportation (DOT) 49 CFR Part 40.

Challenges to test results are outlined in School Board Policy 3.961, Section 13. The employee must cooperate fully with the MRO in this review and meet all deadlines. All aspects of the testing process, including any challenge to the initial testing process, will be confidential except as provided otherwise in School Board Policy 3.961.

ARTICLE 37 DRUG AND ALCOHOL TESTING OF TRANSPORTATION EMPLOYEES WHO ARE HOLDERS OF FLORIDA COMMERCIAL DRIVER LICENSES (CDLs) (cont'd)

Section 4 Testing Procedure (cont'd)

The cutoff levels for the respective drug test are:

Confirmatory Test	(ng/ml)
THCA	15
Benzoylecgonine	100
Codeine/Morphine	2000 each
Hydrocodone/Hydromorphone	100 each
Oxycodone/Oxymorphone	100 each
6 -Acetylmorphine	10
Amphetamine/ Methamphetamine	250 each
MDMA/MDA	250 each

The employee will be given a copy of the confirmed positive test results upon written request to Human Resources. If requested by the employee, these results will be reviewed with the employee by the employee's assigned Substance Abuse Professional.

The cut-off levels for the respective alcohol tests shall be pursuant to School Board Policy 3.961, Sections 7 and 9.

SECTION 5 General Procedure After Confirmed Positive Test and Return to Duty

Transportation employees, Bus Drivers, who are returned to duty after completion of the designated evaluation and rehabilitation program, shall be subject to follow-up testing in accordance with the US Department of Transportation (DOT) 49 CFR, Part 40 and 382. The cost of the annual physical examination required of the Bus Drivers shall be borne by the Board. Holders of CDLs and those who are first-time drug and/or alcohol offenders must successfully complete an evaluation and rehabilitation program as determined by a Substance Abuse Professional (SAP) through the District's Employee Assistance Program (EAP), which will include unannounced follow-up testing as directed by the SAP. In addition, the employee shall be subject to the procedures outlined in School Board Policy 3.961, Sections 8 and 9, as well as the U.S. Department of Transportation (DOT) 49 CFR Part 40, Subpart O.

SECTION 6 Cost of Drug and/or Alcohol Testing

All employee-requested drug and/or alcohol testing shall be at the expense of the employee.

District-required testing in the form of pre-employment, reasonable suspicion, post-accident, random, return-to-work and regular biannual physical shall be at the expense of the District.

Any required follow-up testing as a result of the recommendations of the Substance Abuse Professional (SAP) shall be at the expense of the employee.

ARTICLE 38 PROHIBITION OF STRIKES

SEIU/FPSU agrees not to engage in a strike, work stoppage or other similar forms of interference with the operation and accomplishment of the mission of the Board.

Any employee who participates in or promotes a strike, work stoppage or other similar forms of interference with the operation and accomplishment of the mission of the District shall be subject to disciplinary action, up to and including discharge, subject to fact as determined by the District.

Failure to abide by the terms set forth above will automatically terminate this agreement.

In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the District, the president or executive director or designee of SEIU/FPSU shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about a prompt resumption of normal operations. SEIU/FPSU president or executive director or designee shall notify the District within twenty-four (24) hours after the commencement of such strike and indicate the measures it has taken to comply with the provisions of this section.

ARTICLE 39 GENERAL PROVISIONS

A. A copy of any ratified and approved new Collective Bargaining Agreement or of any ratified and approved amendment(s) to an existing Agreement shall be posted on the District's website under the Department of Labor Relations as soon as possible, but not later than forty-five (45) days of the signing of the ratified and approved Agreement or amendment(s) thereto. Administrators/supervisors will be requested to post notices to inform employees covered by this Agreement where the Agreement and/or amendment(s) thereto can be located on the District's website.

B. Each new employee will be informed where the Agreement and/or amendment(s) thereto can be located on the District's website at the time of his/her employment during New Employee Orientation (NEO).

ARTICLE 40 SAVINGS CLAUSE

This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this agreement is held to violate such laws, said provision shall not bind either of the Parties, but the remainder of this agreement shall remain in full force and effect as if the invalid provision had not been a part of this agreement. If either Party desires, a meeting shall be held within thirty (30) days of a ruling declaring a provision invalid to consider the development of new language consistent with the applicable law.

ARTICLE 41 ENTIRE AGREEMENT

The District and SEIU/FPSU 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 removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after exercise of that right and opportunity are set forth and solely embodied in this agreement.

ARTICLE 41 ENTIRE AGREEMENT (cont'd)

The District and SEIU/FPSU agree that all negotiable items that should or could have been discussed during negotiations leading to this agreement, were discussed, and that this agreement represents all items agreed to and that no additional negotiations unless stipulated in the agreement will be conducted during the life of this agreement except by mutual consent of the Parties.

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 through a written and signed amendment executed according to the provisions of this agreement.

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

FINGERPRINTING MOU

MEMORANDUM OF UNDERSTANDINGBETWEEN THE NATIONAL CONFERENCE OF FIREMEN & OILERS, LOCAL 1227AND THE PALM BEACH COUNTY SCHOOL DISTRICT

The aforementioned Parties, by the signatures of their respective representatives below, agree this 19th day of April 2006, 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 afterJuly 1, 2004 and does not apply to the initial costs of fingerprinting of 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.

FOR THE SCHOOL DISTRICT:

James Hayes, Jr., Chief Negotiator

Van V. Ludy, Co-Chief Negotiator

Arthur C. Johnson, Ph.D., Superintendent

Thomas E. Lynch, School Board Chairman

FOR THE UNION:

Sharon Munley, President

FPSU Salary Schedule

Pay Rates by Job Level

APPENDIX A **SALARY SCHEDULE [1]**

Effective January 1, 2025

		6		7		8		9		10		11		12		13		14		15		16		17		
Days	Hrs	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Days
180	8	21,816	37,613	22,525	40,479	23,257	43,546	24,012	46,858	24,793	50,429	26,337	53,223	29,116	58,392	31,809	62,842	34,776	67,623	38,030	72,764	41,601	78,308	44,222	82,224	180
182	6	16,543	28,524	17,081	30,697	17,636	33,023	18,209	35,535	18,801	38,243	19,972	40,361	22,080	44,281	24,122	47,655	26,371	51,281	28,839	55,179	31,547	59,384	33,534	62,354	182
182	8	22,058	38,031	22,775	40,929	23,515	44,030	24,279	47,379	25,068	50,990	26,630	53,814	29,440	59,041	32,163	63,540	35,162	68,374	38,452	73,572	42,063	79,178	44,713	83,138	182
187	4	11,332	19,538	11,700	21,035	12,080	22,620	12,473	24,340	12,878	26,195	13,680	27,647	15,124	30,332	16,523	32,643	18,064	35,127	19,754	37,797	21,609	40,677	22,971	42,711	187
187	8	22,664	39,076	23,400	42,070	24,161	45,240	24,946	48,680	25,757	52,390	27,361	55,293	30,249	60,663	33,046	65,286	36,128	70,253	39,509	75,593	43,219	81,353	45,942	85,422	187
190	8	23,028	39,703	23,776	42,728	24,549	45,965	25,345	49,461	26,170	53,231	27,800	56,180	30,734	61,636	33,576	66,333	36,708	71,380	40,143	76,806	43,912	82,658	46,679	86,792	190
193	8	23,391	40,330	24,151	43,402	24,936	46,691	25,747	50,242	26,583	54,071	28,239	57,067	31,219	62,610	34,106	67,381	37,287	72,507	40,777	78,019	44,606	83,963	47,416	88,163	193
196	6	17,816	30,718	18,395	33,058	18,993	35,563	19,610	38,268	20,247	41,184	21,508	43,466	23,778	47,688	25,977	51,321	28,400	55,226	31,057	59,424	33,974	63,951	36,114	67,150	196
196	8	23,755	40,957	24,527	44,077	25,324	47,417	26,147	51,023	26,997	54,912	28,678	57,954	31,704	63,583	34,637	68,428	37,867	73,634	41,410	79,232	45,299	85,268	48,153	89,533	196
206	8	24,967	43,046	25,778	46,326	26,616	49,836	27,481	53,626	28,374	57,713	30,141	60,911	33,322	66,827	36,404	71,919	39,799	77,391	43,523	83,274	47,610	89,619	50,610	94,101	206
12 m	8	31,512	54,319	32,536	58,451	33,593	62,885	34,685	67,666	35,812	72,836	36,975	74,684	38,177	76,531	41,710	82,362	45,635	88,636	49,900	95,385	54,567	102,652	57,985	107,784	12 m

Starting Pay If Above Range Minimum

School Bus Driver	
Hourly Minimum:	**Annual Pay**
$20.65	$29,736

Educational Interpreter	190 Annual
Educ Interpreter I	$29,260
Educ Interpreter II	$35,112
Educ Interpreter III	$44,308
Educ Interpreter IV	$54,568
EI IV with BA/S & RID	$61,788

[1] *Salary Schedule changes to reflect:*

- *Minimum 3.25% progression between grades*
- *Increase 4% to pay range maximums*

APPENDIX B DUES DEDUCTION FORM
SEIU/Florida Public Services Union

Affiliated with the American Federation of Labor and Congress of Industrial Organizations; Food and Allied Service Trades; Industrial Union; Union Label and Service Trades; Maritime Trades; Metal Trades; Public Employees; Transportation Trades; Railway Labor Executive Association; Canadian Labor Congress; Canadian Council of Railway Shopcrafts.

Florida Public Services Union_____

Initiation $_____SS# ----------_____ Reg. No._____

Name of Applicant_____

Address_____
(Number) (Street) (City) (State) (Zip Code)

Employed at_____
(Name of Company)

Date of Birth_____ Age_____
(Month) (Day) (Year)

I hereby authorize the SEIU/Florida Public Services Union (SEIU/FPSU) to represent me for purposes of collective bargaining.

_____, 20____ _____
Date Signature

FLORIDA PUBLIC SERVICES UNION

I REQUEST AND AUTHORIZE THE SCHOOL BOARD OF PALM BEACH COUNTY TO DEDUCT FROM MY EARNINGS, AND TRANSMIT TO THE FLORIDA PUBLIC SERVICES UNION, MEMBERSHIP DUES AS ANNUALLY CERTIFIED BY THE SEIU/FPSU. DUES DEDUCTIONS WILL BEGIN IN ACCORDANCE WITH THE ARRANGEMENTS AGREED UPON BY THE SEIU/FPSU. I UNDERSTAND WRITTEN NOTIFICATION TO THE SEIU/FPSU WILL BE REQUIRED TO EFFECT CANCELLATION. NOTIFICATION OF CANCELLATION SHALL BE SUBMITTED TO THE SCHOOL BOARD BY THE SEIU/FPSU AND WILL GO INTO EFFECT WITHIN THIRTY DAYS FOLLOWING RECEIPT OF SAID NOTIFICATION BY THE SCHOOL BOARD.

_____ _____
SIGNATURE DATE

_____ _____
(PRINT) First Middle Initial Last Social Security Number

APPENDIX C GRIEVANCE REPORT

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Grievance Report

FILING DATE

☐ Non-bargaining Unit ☐ Bargaining Unit: ○ AESOP ○ CTA ○ FPSU ○ PBA

NAME OF PERSON FILING GRIEVANCE *(last, first, middle initial)*	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. 10/30/2007) ORIGINAL - Office of Labor Relations
COPY - Association or Union Representative
COPY - Appropriate Administrator
COPY - Person filing grievance