CONTRACT BETWEEN

FEDERATION OF PUBLIC EMPLOYEES
(**Maintenance, Facilities Service, Transportation, Security**)

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

~~2024-2025~~ 2025-2026 SCHOOL YEAR

JULY 1, ~~2023~~ 2026 — JUNE 30, ~~2026~~ 2027

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## PREAMBLE

THIS AGREEMENT entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, hereinafter called the Board, and the FEDERATION OF PUBLIC EMPLOYEES, a Division of NFOPAPE (AFL-CIO), Affiliated with District 1-MEBA (AFL-CIO), hereinafter referred to as the FOPE.

Witnesseth:

WHEREAS the Board and the FOPE have negotiated in good faith, with the FOPE acting as the exclusive agent for certain non-instructional personnel included in the certified unit with respect to wages, hours, and terms and conditions of employment and whereas, the parties following extended and deliberate negotiations, and having had an opportunity to discuss freely any and all issues, have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1
## RECOGNITION

The Board recognizes FOPE as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission (PERC) in Certification #470 and with all amendments, described as follows:

A. **INCLUSIONS**: Transportation Employees (bus operators, relief operators, trainers, specialists and dispatchers), mail service employees, garage employees, safety employees, regular full-time and part-time security specialists, armed safe school officers (guardians), campus monitors, facility service employees — including pool men, yard men, warehouse employees — including those in property and inventory, building and maintenance employees — including those who perform functions classified as building trades, maintenance employees, head facility service employees, and regular part-time facility service employees.

B. **EXCLUSIONS:** Administrative, clerical, instructional, managerial, and confidential personnel, student facility service employees, seasonal employees, purchasing department employees, irregular part-time and contract employees, and all other employees employed by the Broward County School Board.

C. **DEFINITIONS**: The terms listed below, when used in any provisions of this contract, shall be defined as follows:

- "Employee" – Any employee in this FOPE bargaining unit as defined and certified by PERC. Employees may also be referred to as bargaining unit members.

- "Superintendent" – The Superintendent of the District or their designated representative.

- "District" – The School District of Broward County, Florida.

- "Immediate Supervisor" – The person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall be a person who is not a member of the bargaining unit represented by FOPE.

- "Board" – The School Board of Broward County, Florida.

- "Bargaining Unit" – Employees in job classifications within the unit represented by the FOPE.

- "FOPE" – Federation of Public Employees, a division of the National Federation of Public and Private Employees, an affiliate of District 1 – MEBA AFL-CIO.

- "Permanent Employee" – An employee who has satisfactorily completed their probationary period, as defined in Article 7-A.

- "Permanent Part-Time Employee" – An employee who has satisfactorily completed their probationary period, as defined in Article 7-A, in a position which calls for the employee to work less than the normal work week, but at least twenty (20) hours per week.

- "Operator" – A school bus driver.

- "Seniority" – For Transportation employees, bargaining unit seniority shall be defined as the total length of continuous service in the certified unit after the completion of the appropriate probationary period, from the first day of hire into the certified unit covered by this Agreement between the FOPE and the School Board.

    - Example: After an employee completes his/her probationary period, the seniority date shall be determined from the start of the probationary period.

  For Maintenance/PPO, Facilities, and Security Specialists/Campus Monitors, bargaining unit seniority shall be defined as the total length of continuous service from the first day of hire into the bargaining unit covered by this Agreement on a 244/261-day calendar between the FOPE and the School Board.

- "Years of Service for Purposes of Compensation" Verified enumerated experience in this unit for one day more than half of the employee's calendar will constitute one (1) "full year's employment."

## ARTICLE 2
## MANAGEMENT RIGHTS

The management and the operation of the school system rests solely and exclusively with the School Board. The School Board shall have, subject to the limitations of this Agreement only, the right to hire, promote, demote, assign work, issue corrective action to employees, suspend, discharge, transfer employees, lay off employees for lack of work and/or other legitimate reasons, to direct the working force, to establish work rules and job descriptions for unit employees, to unilaterally determine the purpose and mission of the Board, including subcontracting as set forth in this Agreement, set standards of service to be offered to the public, and otherwise exercise control and discretion over its organization and operations. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have a practical consequence of violating the terms of this Agreement.

In all matters involving a decision of the Board to take corrective action towards an employee of this unit, up to and including discharge, said corrective action shall be for just cause except as provided in Article 7.

No provision of this Agreement shall be construed as to prohibit the Board from unilaterally complying with all federal, state and judicial requirements.

No provisions of this Agreement shall be construed as to grant employee rights other than as are expressly stated herein.

The Superintendent of Schools shall exercise full authority granted under Florida Statutes, Section 1001.51, to close any or all schools during a situation deemed an emergency.

## ARTICLE 3
## NO STRIKE/NO LOCKOUT

The FOPE, its officers, agents, representatives and employees agree that they will not strike, as defined by the Public Employees Relations Act, and agree not to participate in a strike against the Board by inciting or supporting, in any positive manner, a strike. During the term of this Agreement the employer agrees that it will not authorize, cause, or engage in any lockout of employees unless a lockout should become necessary for the protection of the employer's property.

Section 447.203 (6), Florida Statutes, defines the term “Strike” as follows:

“Strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “strike” shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

## ARTICLE 4
## NON-DISCRIMINATION

A. The parties agree that there shall be no discrimination with respect to race, color, creed, sex, handicap, age, or national origin as required by law in the application of the terms of this Agreement.

B. The rights granted to the FOPE in this Agreement shall be granted to the FOPE exclusively as the sole and exclusive bargaining agent and shall not be granted to any employee organization seeking to represent employees in the bargaining unit.

C. Each employee in the bargaining unit has the right, freely and without fear of penalty or reprisal, to join the FOPE or to refrain from any such activity. Any employee who exercises his/her rights under this Agreement shall not be subjected to discipline, reprimand, warning or reprisal because of such participation.

D. Administrative procedures have been established by the State of Florida and the United States for the handling and processing of claims of unlawful employment discrimination based on race, color, religion, sex, national origin, or disability. FOPE and the Board encourage bargaining unit members who believe that they have been victims of employment discrimination based on race, color, religion, sex, national origin, or disability to file such claims with the United States Equal Employment Opportunity Commission, the Florida Commission on Human Rights, or the applicable Florida or Federal court. Claims of employment discrimination based on race, color, religion, sex, national origin, or disability shall not be processed as grievances.

## ARTICLE 5
## GRIEVANCE PROCEDURE

A. **Procedure**

The grievance/arbitration procedure shall be subject to all State and Federal laws and judicial interpretations.

Any grievance or dispute not submitted according to the foregoing procedure shall be foreclosed for all contractual and legal purposes.

No employee shall be entitled to use the grievance procedure until the employee has completed their required probationary period. This includes employees who wish to grieve the Drug-Free Workplace Last Chance Agreement.

The FOPE shall not be required to process grievances for employees who are not members in good standing of the FOPE.

Time limits set in this Article shall not include Saturdays, Sundays or paid Holidays or days off on a School Board calendar. Grievances filed during the period of June 15 to August 15 may be held in abeyance until the first week of the school year if grievant, witnesses and/or supervisor are on leave. Timeline for grievances held in abeyance will begin the first day students return.

Failure of administrator to respond to a grievance within the prescribed time limits will allow FOPE to automatically move the grievance to the next step.

Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between the Employer and the FOPE; however, such settlement shall not constitute an admission that the contract was violated, nor shall it be used as a precedent for future contract interpretation.

Any dispute or grievance arising between the employer and the FOPE or any bargaining unit member over the interpretation or application of this Agreement shall be settled in the following manner:

**Step One**

Within seven (7) working days after the occurrence could have reasonably been known or the grievant became aware of the event giving rise to the grievance, the employee, with or without the assistance of the on-site

representative, shall take it up with the Manager/Designee who shall render a decision within five (5) working days and, if the grievant is not satisfied with the response then:

**Step Two**

Within seven (7) working days following the decision at Step One, the grievance shall be reduced to writing and signed by the aggrieved employee and the FOPE Business Representative and a copy given to the appropriate administrator, as determined by the Superintendent or his designee. The FOPE representative, the grievant, and a representative designated by the employer shall meet and attempt to resolve the dispute. The Department Head or Director shall render a decision within seven (7) working days. If, after reviewing the contractual language, the grievance is not resolved in Step Two, then the grievant and the FOPE may proceed to Step Three:

**Step Three**

Within seven (7) working days following the decision at Step Two, the written grievance will be processed by the Employee & Labor Relations Department.

The FOPE Representative, the grievant and a representative designated by the employer shall meet and attempt to resolve the dispute. The response to the grievance shall be rendered within ~~thirty~~ twenty (~~3~~20) working days thereafter. If the FOPE is not satisfied with the response in Step Three, then:

**Step Four**

If the FOPE is not satisfied with the response in Step Three, the FOPE may request such dispute or grievance be submitted to Arbitration, pursuant to Article 6.

B. Any grievance that is a class grievance shall be presented for resolution at Step 3 of the grievance procedure. For the purposes of this section a class grievance shall not be solely determined by the number of grievant's. Such determination shall be made based upon both the number of grievant's and the effects the disputed issue has on the working conditions of employees in the same group as the aggrieved and/or employees covered by this Agreement.

C. **Grievances Involving Suspension**

Any grievance arising from a suspension may be initiated at Step 2.

D. **Grievances Involving Termination**

Employees terminated or recommended for termination may file grievances at Step 3 within ten (10) days of when the employee was notified.

## ARTICLE 6
## ARBITRATION

A. If the FOPE is not satisfied with the disposition of the grievance in Step Three, the grievance may be submitted by the FOPE to arbitration within thirty (30) working days of the date of disposition at Step Three. Notice that arbitration will be pursued will be provided to the Office of the General Counsel.

B. FOPE will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). A copy of the request will be sent to the Office of the General Counsel. The arbitrator shall be selected from the list submitted by the parties alternately striking names with the grievant striking first. Each party shall have the opportunity to strike one (1) panel. If a party strikes a panel, that party shall pay (if applicable) for the issuance of a new panel. The rules of AAA or FMCS will govern the arbitration proceedings. The parties agree that the award of the arbitrator shall be final and binding.

C. The power of the arbitrator shall be limited to the interpretation of this Agreement. He shall have no power to add to or to subtract from or modify any of the items of this Agreement, nor shall he/she have power to establish or change any wage scale or classification.

D. The fees and expenses of the impartial arbitrator shall be paid by the loser. All other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.

E. The grievance arbitration procedure shall be subject to all State and Federal laws and judicial interpretations.

## ARTICLE 7
## PROBATIONARY PERIOD

A. For purposes of this contract, a probationary period shall be 131 workdays.

B. Probationary employees shall accrue sick leave and employees on a 261-day calendar shall accrue vacation after completing their forty-fifth (45th) workday.

C. Probationary employees shall not be able to utilize their sick leave until after their ninetieth (90th) workday. Said employees may not utilize vacation leave until the completion of their probationary period. Should the employee be terminated prior to completion of their full probationary period, all leave shall be returned to the School Board. Internal employees who have completed a probationary period in another unit and are hired into the bargaining unit shall be able to utilize their accrued sick leave and annual leave immediately during their probationary period.

D. During said probationary period, the Board may suspend, take corrective action, or discharge a probationary employee for any reason whatsoever except for lawful union activities, and no claim will be made by the employee or by the FOPE that the action was improper.

E. During the probationary period, the affected employee is not entitled to any representation, nor may the employee file a grievance under this contract, nor under the School Board policy grievance procedure. The only exception to this rule is for corrective action which is a result of lawful union activity.

F. Probationary Bus Operators shall not perform extracurricular trips during evening hours, weekend hours or out-of-county. Emergency extracurricular trips may be performed after efforts have been made to assign a permanent employee on the trip list to such trip. Emergencies will be determined by the Director of Student Transportation & Fleet Services or designee.

G. **TEMPORARY EMPLOYEES**

1. A temporary employee shall be automatically terminated by the School Board after six (6) months of temporary status, except when the temporary employee is replacing a bargaining unit employee on disability income, worker's compensation, or maternity leave. Temporary employees shall not be eligible for any fringe benefits (i.e., paid holidays, annual leave, sick leave, retirement, etc.).

2. Through a Memo of Understanding, the FOPE may approve of six (6) month extensions.

3. Temporary employees who are placed in full-time positions shall be entitled to have up to six (6) months of time previously worked accrued as a temporary employee credited to their probationary period, provided such temporary service is continuous, at the same work location and immediately preceded placement in a full-time position.

H. **MAINTENANCE/PPO EMPLOYEES - CERTIFICATE OF COMPETENCY REQUIREMENTS**

1. Retain the present yearly certificate of competency requirements for the following trades, which are at the top of the pay scale:

   (a) Electrician
   (b) Plumber
   (c) A/C and Refrigeration Mechanic

   This certificate of competency requirement should be satisfied either prior to joining the School Board or within six (6) months of initial employment in that craft, which is well within the probationary period.

2. Reduce the requirements for the carpenter craft to include an initial successful passing of either the rough or finish carpentry specialty contractors license to qualify as a School Board carpenter. Unless the individual is a graduate of a State of Florida Apprentice Program, this license requirement shall be satisfied prior to joining the School Board. This will assure a minimum qualification for new carpenters joining the craft. All present carpenters will be "grandfathered" effective 7/1/93. Those presently holding both restricted licenses will be allowed to comply with the new minimum requirements.

3. Prior to being reclassified from apprentice to tradesperson, effective July 1, 1993, all apprentice graduates from the Broward County School Board and/or other similar curriculum must comply with the State of Florida craft certificate of competency in accordance with items 1 or 2 above. Apprentice graduates from other than the State of Florida programs shall be required to obtain a certificate of competency prior to employment.

I. **FACILITIES EMPLOYEES:** Bargaining unit employees who accept a position of Facilities Serviceperson are not required to complete a new initial employment probationary period. However, the employee is required to complete the required Basic Facilities Service Certification within 131 working days of appointment to the position. Failure to complete the Basic

Facilities Service Certification within 131 working days of appointment to the new position shall result in corrective action, up to and including termination, pursuant to Article 2 of this Agreement.

## ARTICLE 8
## SENIORITY, LAY-OFF AND RE-CALL

A. **SENIORITY**:

**1. Transportation Employees:**

a. Bargaining unit seniority shall be defined as the total length of continuous service in the certified unit after the completion of the appropriate probationary period, from the first day of hire into the certified unit covered by this Agreement between the FOPE and the School Board.

EXAMPLE: After an employee completes his/her probationary period, the seniority date shall be determined from the start of the probationary period.

b. Resignation in Good Standing

i. Transportation employees who resign in good standing with a satisfactory evaluation, if re-employed within one (1) year from the effective date of resignation, shall retain their unused/unpaid accumulated sick leave earned and their seniority for the purpose of route bidding, trip assignment and the step placement prior to resignation. Such an employee's salary shall be in accordance with the current salary and the step-in effect for the position to which the person is being reemployed.

ii. The returning employee shall serve a sixty (60) day probationary period and will not be able to use sick leave until the completion of the probationary period.

iii. The Director of Student Transportation & Fleet Services may recommend a waiver of probation or a reduction in the probationary time period. Such written recommendation shall be sent to the Director of Talent Acquisition & Operations Non-Instructional who has the authority to approve or disapprove the recommendation.

**2. Maintenance/PPO, Facilities, and Security** For Maintenance/PPO, Facilities, and Security bargaining unit seniority shall be defined as the total length of continuous service from the

first day of hire into the bargaining unit covered by this Agreement on a 244/261-day calendar between the FOPE and the School Board.

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

   (a) Termination
   (b) Retirement
   (c) Resignation
   (d) Layoff exceeding one (1) year
   (e) Failure to report to the Talent Acquisition & Operations (Non-Instructional) office within five (5) days of receipt of recall notice.

4. In the event a unit employee leaves the unit but remains with the District outside the unit and returns to the unit within one (1) year, he/she shall retain the previously earned accumulated seniority upon re-employment in the bargaining unit.

5. Authorized leave shall count for seniority purposes and such leave shall not be considered as an interruption of service.

6. Employees whose positions have been eliminated through layoff or otherwise shall be considered first for equivalent vacancies which may become available and for which they are technically and physically qualified to perform the job. Such employees shall be recalled in descending order of seniority with the employee who is (1) technically and (2) physically qualified to perform the job.

B. **LAYOFF**:

In the event the School Board determines that the number of employees in the bargaining unit must be reduced for any reason, such reduction shall be based on objective, reasonable and nondiscriminatory standards which (1) shall not be arbitrary or capricious; (2) shall not deprive employees of their rights conferred by this agreement or laws of Florida and the United States; (3) shall be capable of uniform application; and (4) seniority and ability according to the provisions of this Agreement.

1. Prior to implementing a District-wide reduction (or school-based reduction for Facilities Servicepersons and Security), the Superintendent or designee, shall meet with representatives of the FOPE to discuss the proposed District action and solicit their suggestions.

2. The School Board shall determine the net number of positions to be reduced and the classifications in which layoffs shall occur.

3. Employees with the least bargaining unit seniority in each affected classification (District seniority for Facilities Servicepersons and Security) shall then be laid off using the following guidelines:

| | | |
|---|---|---|
| First | - | Temporary Employees |
| Second | - | Part-Time Employees |
| Third | - | Probationary Full-Time Employees |
| Fourth | - | Regular Full-Time Employees |

Retained employees must be qualified for their assigned positions.

In the event that there is a scheduled layoff in one (1) or more of the trade classifications (Plumbers, Carpenters, Electricians, etc.) ~~or~~ non-trade classifications within Maintenance the leadman in that respective trade or non-trade shall also be subject to layoff in that classification utilizing his/her seniority date as if he/she was working in that classification rather than working as a leadman.

In the event there is a reduction in force in the foremen classification, foremen shall be laid off in reverse order of seniority. Any foreman who is scheduled to be laid off shall have the right to return (bump back) to the journeyman job classification in which he was a foreman and to utilize all his bargaining unit seniority for purposes of avoiding said lay off.

In the event that there is a reduction in force in the Facilities Serviceperson classifications, the Facilities Servicepersons with the least District seniority shall be laid off first and thereafter each employee in reverse order of his/her District seniority.

In the event that there is a reduction in force in the Security classifications, the Security employees within their classifications with the least District seniority shall be laid off first and thereafter each employee in reverse order of his/her District seniority. Employees who have been identified for lay-off and have successfully completed their probationary period shall be eligible to displace other probationary Security employees District wide.

4. A laid off employee is not entitled to replace another employee in a different classification. However, if the employee identified for layoff is qualified for a bargaining unit vacancy which exists in the District, then said employee(s) shall be offered the vacancy if he/she is qualified for the position.

5. Whenever possible, stewards shall be given super seniority exemption from layoffs. By March 1st of each year FOPE 4 will provide the Superintendent or designee with a list of official union representatives. Should the stewards vacate their position for any reason, the FOPE 4 shall notify the Superintendent or designee and provide a replacement name.

C. **RECALL**

1. Employees whose positions have been eliminated through layoff or otherwise shall be considered first for equivalent vacancies which may become available and for which they are technically and physically qualified to perform the job. Such employees shall be recalled in descending order of District seniority.

2. Each employee on layoff shall be required to provide the Human Resources Support Services, in writing, with a current address to which a letter of recall may be sent. Employees being recalled shall be notified by "Certified Mail Return Receipt Requested" and shall have five (5) working days from the date of the receipt of notice to respond to the School Board's offer. The School Board reserves the right to temporarily assign employees to the vacancy until the recalled employee reports for work. If the letter is mailed to the address provided by the employee and is returned to the School Board because the address is incorrect, the School Board has fulfilled the obligation of this sub-section.

   If the School Board does not receive an affirmative response, the employee shall be removed from the recall list and the School Board shall have no further obligation to the employee. If the recall notice is returned and not receipted, the employee shall retain his/her place on the recall list for the next job opening for which he/she is qualified. However, after the second returned notice, the employee's name will be dropped from the recall list and the School Board shall have no further obligation to the employee.

3. An employee who has been laid off shall maintain recall rights for twelve (12) months from the date of layoff or until he/she refuses a recall opportunity, fails to respond to a recall letter, submits a resignation, or accepts employment with another employer within the Florida Retirement System (FRS), whichever is less.

4. Written notice of layoffs shall be given to the affected employee twenty (20) working days before the action is to become effective.

5. An employee who fails to apply to two (2) vacancies for which he/she is qualified, shall be removed from the layoff list.

   An employee who applies for a vacancy and is offered the position and subsequently declines the position, shall be removed from the layoff list.

6. An employee who has started his/her eighth year of service and who will qualify for retirement by the end of that year shall be permitted to complete the eighth year so as to acquire the necessary service to become vested in the retirement system.

## ARTICLE 9
## HOURS OF WORK, OVERTIME, PAY, EMERGENCY/CALL-BACK

A. **DUTY HOURS**

1. The normal workday for full-time permanent Facilities and Maintenance employees shall not be longer than eight (8) hours not including unpaid lunch period. Facilities employees shall have a thirty (30) minute unpaid meal break. Maintenance employees, District Security Operation Center Specialists and Building Security Persons shall have a forty (40) minute meal break, thirty (30) minutes of which shall be unpaid. The additional ten (10) minutes of paid meal break shall be taken in increments of five (5) minutes from their morning and afternoon breaks, respectively.

2. The normal workday for transportation employees shall be no longer than eight (8) hours per day; however, effective beginning the 2021-2022 school year, Bus Operators shall be guaranteed a minimum of 7.5 hours paid workday. Time worked that exceeds the guaranteed time shall be compensated based on the actual time worked. Bus Attendants shall be guaranteed a minimum of 7.0 hours paid workday. Time worked that exceeds the guaranteed time shall be compensated based on the actual time worked. Transportation Relief Bus Operators shall be guaranteed a minimum of 8.0 hours paid workday. Time worked that exceeds the guaranteed time shall be compensated based on the actual time worked. Based on the operational needs of the District/Department, routes may be adjusted to provide equalization of driving time. Transportation dispatchers, specialists/trainers, and ESE transportation trainers shall be guaranteed a minimum of 8.0 hours paid workday, excluding a one (1) hour lunch break. Time worked that exceeds the guaranteed time shall be compensated based on the actual time worked.

   A Relief Bus Operator may retain his/her status unless any of the following performance issues exist, including but not limited to:

   1. Repeated preventable accidents;
   2. Repeated refusal of assignments; or
   3. Unacceptable attendance.

3. Bus Operators who work year-round school, shall be guaranteed a minimum of 7.5 hours paid workday. Time worked that exceeds the guaranteed time shall be compensated based on the actual time

worked. Bus Attendants who work year-round school shall be guaranteed a minimum of 7.0 hours paid workday, including the summer school months. Time worked that exceeds the guaranteed time shall be compensated based on the actual time worked.

4. The normal workday for full-time permanent Security Specialists and Campus Monitors shall be eight (8) consecutive hours, including a thirty (30) minute unpaid lunch period, which equates to a 7.5 hour paid workday. Guardians shall work a forty (40) hour week inclusive of a thirty (30) minute lunch break.

5. In the event an employee is regularly assigned and works the 4-10 work week, the employee shall be paid for all scheduled hours when utilizing authorized paid leave.

6. The determination of the daily and weekly work schedules and the starting time of such schedules shall be established by the District and/or Management for each of its departments covered by this Agreement, and such schedules and starting times may be changed by the District and/or Management from time to time to suit the varying conditions of the School Board.

7. Facilities Servicepersons shall not be assigned a split shift (break in work hours).

8. To the extent possible, schedules for Bus Operators and Attendants shall be equally established by the Board for each school term no later than October 1st annually. Prior to routes being changed after October 15th, such changes will be discussed with the operator. A FOPE representative may be present if requested by the operator.

9. The District reserves the right to establish and to administer school calendars for all bargaining unit employees. FOPE shall be a member of the District calendar committee (which establishes the school calendar.)

10. Regular part-time employees shall be employed no less than four (4) hours per day, excluding the lunch period.

11. Transportation employees who work the summer school program shall be guaranteed four and one half (4.5) hours of work per scheduled workday, excluding breaks and lunch period. Routes will be adjusted in the summer to provide equalization of driving time. Time worked that exceeds the guaranteed time shall be compensated based on the actual time worked.

After all available routes have been selected, should other routes become available, positions shall be filled on the basis of seniority.

12. The basic work calendar for Security Specialists shall be 199 calendar days. The basic work calendar for Guardians shall be 204 calendar days. The calendars shall include six (6) paid holidays designated on the annual School Board adopted calendar. Security Specialists and Guardians assigned by the School Board to a Board adopted 244-day calendar, shall not be entitled to the six (6) paid holidays.

13. The basic work calendar for Campus Monitors shall be 189 days. The 189-day calendar shall include six (6) paid holidays designated on the annual School Board adopted calendar. Should Campus Monitors be assigned by the School Board to a Board adopted 244-day calendar, they shall not be entitled to the six (6) paid holidays.

    For the 2024-2025 school year, all Campus Monitors on a 189-day calendar shall be required to return to work for two (2) additional training days immediately prior to the start of their work calendar.

14. Head Facilities Serviceperson and Building Operations Supervisors at all locations shall work the day shift. If, there is a performance concern with the night facility crew that is affecting the school, the Head Facilities Serviceperson and/or the Building Operations Supervisors will be assigned temporarily to night shift to monitor the facility crew until the irregular situation is corrected. The duration of this temporary assignment shall be for a period not less than ten (10) consecutive workdays and shall not exceed thirty (30) consecutive working days, except when mutually agreed upon by the Board and FOPE Representative. The effected employee shall receive the night differential as per Article 16. The Assistant Head/designated Facility Serviceperson assigned to the dayshift, shall not receive the night differential as outlined in Article 16. The employee shall be given a two (2) week notice of change of assignment or sooner if mutually agreed upon. Assignment may not be made for arbitrary or capricious reasons.

15. On teachers planning days and all other days when students are not in school or summer school, all Facilities Servicepersons shall have their hours changed to the day shift without forfeiting their night differential pay.

16. When assigning a Security Specialist, Campus Monitor, and/or Guardian to another school on a temporary basis, the employee with the least seniority in the bargaining unit shall be designated.

B. **OVERTIME**

1. Employees who are required to work in excess of forty (40) hours in a seven (7) day pay period beginning Monday through Sunday, shall be compensated at an hourly rate, one and one-half (1 1/2) times their regular hourly rate.

   When employees are needed to move furniture, Laborers will be called to work first. If there is not a sufficient number of Laborers to complete the furniture moving task, Facilities Servicepersons will be called to work overtime. The employees will be called to work overtime in accordance with Article 9B.

2. Overtime Procedures—Physical Plant Operations/Facilities/ Vehicle Maintenance/ETS/BECON/Warehouse/Administrative Site Operations/Transportation

   a. Planned

      When required, overtime shall be worked first by the primary backlog and the rotary overtime list(s) shall be activated for additionally required manpower. When the need for overtime is known and planned in advance, the following process will be utilized.

      1. Development of the Rotary Overtime Roster —Physical Plant Operations / Vehicle Maintenance / Facilities / ETS / BECON / Warehouse / Administrative Site Operations /Transportation

         a. **Facilities**

            The Head Facilities Serviceperson at each school or location shall establish and post a rotary list of facilities service staff and mobile unit staff, excluding substitutes, in accordance with employee's seniority, senior employees first. Overtime shall be assigned in accordance with this list starting with the employee with the greatest seniority at the school or location. Once an employee has been offered an overtime assignment, whether that employee accepts or declines the offer, the employee's name shall be placed at the bottom of the rotary list. A new list shall begin each school year.

b. **Security**

The Area Security Manager and/or Campus Security Manager at each school or location shall establish and post a rotary list of Security staff, including Security Specialists, Campus Monitors and Guardians, in accordance with employee's seniority, the most senior employees first. Overtime shall be assigned in accordance with this list starting with the employee with the greatest seniority at the school or location. Once the employee has been offered an overtime assignment, whether that employee accepts or declines the offer, the employee's name shall be placed at the bottom of the rotary list. A new list shall begin each school year.

c. **Physical Plant Operations/Vehicle Maintenance/ETS/BECON/Warehouse/ Administrative Site Operations /Transportation**

1. A dated seniority roster by bargaining unit date of all Physical Plant Operations Maintenance/Vehicle Maintenance/ETS/ BECON/Warehouse/Administrative Site Operations/Transportation employees shall be developed for the purposes of assigning Maintenance/ Transportation employees to overtime work. The list shall be established by zone for each craft assigned to the zone. Employee names shall be placed on the roster in order of the most senior to least senior employee. Overtime shall be offered on a rotating basis beginning with the most senior employee named on the roster who is qualified to perform the duties required of the overtime work. Once an employee has worked an overtime assignment, that employee's name shall be placed at the bottom of the roster with a notation of the date that the overtime was worked. If the next name on the roster is not qualified to perform the duties required of the overtime,

that employee's name shall remain at the top of the roster for first consideration of future overtime work until that employee actually performs the overtime.

2. A dated seniority roster by bargaining unit date of all Plant Operations Maintenance / Vehicle Maintenance/ETS/BECON/ Warehouse/Administrative Site Operations/Transportation employees shall be developed for the purposes of assigning Maintenance/Transportation employees to overtime work for those occasions when the zone overtime list is exhausted, and the zone still has a need for overtime. Employee names shall be placed on the roster in order of the most senior to least senior employee. Overtime shall be offered on a rotating bases beginning with the most senior employee names on the roster, who is qualified to perform the duties required of the overtime work. Once an employee has worked an overtime assignment, that employee's name shall be placed at the bottom of the roster with a notation of the date that the overtime was worked. If the next on the roster is not qualified to perform the duties required of the overtime, that employee's name shall remain at the top of the roster for first consideration of future overtime work until that employee actually performs the overtime.

2. Overtime Refusal by Employee

a. If a qualified employee refuses an overtime opportunity, that employee's name shall be placed at the bottom of the rotation roster with a notation of *refused* and date that the refusal occurred. The next named person on the overtime roster shall then be considered. The overtime roster shall be continually updated and made available for review at any time by any employee and the FOPE / site steward.

b. An employee, however, shall not be charged with refusing overtime, if at the time of the request, the employee is on approved leave. If an employee is on leave, a notation shall be made on the overtime roster and the employee's name shall remain at the top of the roster until the employee returns from leave and is afforded an overtime opportunity.

3. Failure to Appear

If an employee accepts the overtime request but fails to appear for the overtime at the specified date and time without notifying the supervisor in charge of the overtime prior to the shift, he/she will be removed from the rotary list for six (6) months from the date of the failure to appear without proper notification. This provision shall not apply to emergency call-back situations.

4. Temporary Employees

a. Temporary employees shall not be offered overtime unless all regular employees in that backlog have rejected a request for overtime. However, temporary employees may be used during holidays or dates which are designated days off for permanent employees.

b. Emergency

If any area or district is involved with a situation which mandates the immediate need for on-site personnel to complete a job to ensure that a school be restored to full service, then those persons already on the job will be utilized to perform the work. However, if additional personnel are needed, then the following procedure shall be utilized:

1. The next shift will be contacted to see if they can continue the project if they are working.

2. If the next shift cannot assist, then the planned overtime procedure will be utilized

to select personnel. An immediate response will be required from the employee who is contacted.

3. If there is no shift working, the department supervisor will have the authority to utilize anyone in an emergency situation.

5. Failure to Follow the Overtime Roster

a. In the event an employee is by-passed on the overtime roster, he/she shall receive the next two (2) available overtime opportunities for which he/she is qualified. A notation of the unit, zone and/or district rotary lists shall be made indicating that the employee is entitled to back-to-back overtime opportunities.

b. The first time that a supervisor does not follow the overtime roster pursuant to the procedures outlined above, the site steward shall notify the Employee & Labor Relations Department and the appropriate administrator who shall take appropriate action to ensure that the overtime provisions are followed.

c. The second time that a supervisor does not follow the overtime roster pursuant to the procedures outlined above, the site steward shall notify the ~~Employee~~ Professional Standards & Labor Relations Department who shall notify the appropriate administrator that appropriate corrective action must be taken.

d. The third time that a supervisor does not follow the overtime roster pursuant to the procedures outlined above, the site steward shall notify the Employee & Labor Relations Department who shall then notify the Superintendent's office.

e. If a supervisor fails to follow the overtime roster more than three (3) times, the principles of progressive discipline shall be followed.

f. Seniority lists shall be reviewed and agreed to by the FOPE / Designee on a quarterly basis.

g. On a monthly basis, the FOPE shall be provided with an overtime report regarding all overtime hours worked by all bargaining unit members.

C. **CALL BACK**

Employees who are called back to work outside their regularly scheduled hours of duty shall receive no less than four (4) hours of straight time pay. Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours.
Facilities Servicepersons who are called back to work on a scheduled holiday shall receive a minimum of five (5) hours straight time.

D. **STANDBY – HOLIDAYS AND WEEKENDS**

Establishes standby procedures for district maintenance employees, for weekends and holidays. See Attachment II.

E. **EMERGENCY WORKING CONDITION**

In the event that, due to conditions beyond the control of the Board, including but not limited to hurricanes, windstorms, and tornados, the Superintendent, or his or her designee, or the School Board, or any other public official, declares an emergency and directs the School Board to commence emergency operations and/or orders the schools, facilities or administrative areas to be closed, Bargaining Unit members shall be compensated as described below:

1. Any Bargaining Unit member regularly scheduled to work during the time of the emergency or who is ordered to return home during the emergency or prior to the completion of said employee's shift shall be paid for all hours during the emergency period which the employee had been scheduled to work. However, make-up days may be required for those instructional days not waived by the State for Transportation and Security employees.

2. Any employee on pre-approved sick leave, annual leave, or personal day before the declared emergency shall suffer no loss of pay and no leave time shall be deducted from the applicable leave bank.

3. Any employee who is ordered or assigned by the District to work during the declared emergency shall be compensated at double the employee's straight time base hourly rate for all hours actually worked. This compensation shall be in addition to any compensation which would otherwise be due the employee under the provisions of paragraph 1 (above).

4. Full-time employees who fail to report to work after a call-back shall not be compensated for days not worked while schools are closed due to the emergency conditions unless on approved leave prior to the time of the call-back.

F. **COMPENSATORY TIME**

1. By written mutual agreement between the employee and appropriate director/administrator, compensatory time may be given in lieu of overtime at the rate of one and one-half (1-1/2) hours for each hour worked. Use of compensatory time must be requested in writing, requests shall not be unreasonably denied and shall be mutually scheduled between employee and administrator. Records must be maintained in SAP.

2. Compensatory time must be used within the fiscal year in which it was earned, however an employee may carry over up to thirty-five (35) hours per year from one fiscal year to the next. Any compensatory time that is not carried over from one fiscal year to the next shall be paid based upon the rate in effect on June 30th. Payment shall be made by the last day of August and shall include applicable deductions.

3. Upon the transfer/promotion of an employee to another location/department, the employee's accrued-but unused compensatory time-shall be paid based upon the pay rate in effect prior to the transfer/promotion within sixty (60) days of the effective date of the transfer/promotion.

4. The provision of this section is pursuant to the Fair Labor Standards Act (FLSA).

G. **BREAKS**

1. Except Bus Operators and Attendants and Maintenance employees, employees shall be granted a fifteen (15) minute paid work break during each continuous four (4) hours of employment.

2. The appropriate administrator and the employee shall agree on the break schedule and lunch period schedule. It is the parties' intent that this lunch period be uninterrupted except in emergencies.

3. If the employee is required to work during the scheduled break/lunch period, the employee shall be permitted to receive the break/lunch period as soon as possible thereafter.

4. The above break periods shall be considered as employee's free time and accordingly, the employee shall not be restricted in any fashion, whatsoever, except as provided below, as to where the employee may enjoy such meal or rest period.

   a. Maintenance employees who are required to drive a District vehicle shall be able to utilize such vehicle to obtain nourishment during their scheduled lunch period. However, the Superintendent/ Designee may develop rules regarding the congregation of vehicles at meal sites and reasonable travel time, types of establishments to be frequented by employees while on duty, etc. Prior to issuing any work rules, the School Board shall meet with the FOPE and provide a copy of the rules and give consideration to any input that is provided by the FOPE.

   b. During break periods, employees may be required to remain at their job site, unless the break period is scheduled to be taken while the employee is in transit from one work site to another work site.

   c. Employees (excluding transportation) who work five (5) hours or more per day shall be entitled to a minimum of a thirty minute (30) unpaid meal period.

   d. Employees shall not consume alcoholic beverages during work hours or during meal breaks, whether paid or unpaid.

5. An unpaid lunch period for employees assigned to the Student Transportation & Fleet Services Department shall be scheduled, where appropriate, by the appropriate administrator.

6. Security Specialists/Facilities Servicepersons who are required to work during any part of their scheduled lunch period shall be permitted to receive the entire thirty (30) minute lunch period later in the same day.

   Day shift Facilities Servicepersons who are required to work during any part of their scheduled lunch period shall notify their Administrator at the time said lunch period is interrupted to ensure that an alternative lunch period may be designated.

   If the entire make up lunch is not scheduled for the same day, the lunch period shall be considered time worked and Security Specialists shall be paid for the entire lunch period.

Campus Monitors' lunch period shall not be interrupted. However, if their lunch is interrupted, then the above section shall apply to Campus Monitors.

Armed Safe School Officers receive a 30-minute paid lunch period however they are not permitted to leave their assigned work location during their lunch period.

7. Maintenance employees, District Security Operation Center Specialists and Building Security Persons shall combine five (5) minutes of their morning break and five (5) minutes of their afternoon break with their thirty (30) minute unpaid meal break for a meal break of forty (40) minutes. Said employees shall have a ten (10) minute paid morning and afternoon break.

H. An employee who is required to remain on stand-by duty on the employer's premises shall be considered working on stand-by and shall be paid compensation at the employee's regular hourly rate of pay, except as provided in Section B of this Article. An employee who is provided a beeper/pager or who is not required to remain on the employer's premises but is merely required to leave word at the employee's home or with School Board officials where the employee may be reached is not entitled to stand-by pay.

I. **ERRORS IN PAYCHECK**

1. **Overpayment of $100 or less** — In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Upon notification, such overpayment shall be recovered from the employee's next check. Such recovery shall not be made until the employee has received one additional check without such deductions being made. Employees shall contact the location payroll person for an explanation of the error. If the location payroll contact person cannot provide an explanation, the employee may contact the Payroll Department.

   Overpayments should be recouped in the calendar year in which it was discovered.

2. **Underpayment** — In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated on or before the next possible paycheck following discovery of the error.

3. **Overpayment Greater than $100.00 (except for former employees):**

a. The School Board may collect overpayments not to exceed two (2) years in duration from the date that the overpayment is discovered. For example, if an employee was overpaid for the last five years, the Board can only recover the most recent two years of the overpayment.

b. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of $100.00 has occurred. The form will contain two payback options for the employee to select. If the employee finds one of the options acceptable, he/she shall complete the form and return it to the Payroll Department.

c. If the employee can verify inability to repay per the two options provided, he/she will check the box on the form requesting a meeting with the Payroll Department and return the signed form.

d. The affected employee shall request~~s~~ a meeting with the Payroll Department within five (5) workdays of receipt of the Notice of Salary Adjustment form. The Payroll Department shall set-up a meeting with the affected employee for the purpose of determining how the overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.

e. Overpayments should be recouped in the calendar year in which it was discovered.

f. The number of payments in the pay back schedule shall not be less than the following:

| | |
|---|---|
| $100.01 - $500.00 | 4 Payments |
| $500.01 - $1,000.00 | 8 Payments |
| $1,000.01 - $1,800.00 | 12 Payments |

For amounts above $1,800.00 no payment shall exceed $500.00 per paycheck.

*If the affected employee is on an unpaid leave of absence, the payback will involve direct payment from the employee to the Board.

**4. Hardship**

If the financial burden in paying back the overpayment would create a hardship for the employee, the employee may complete an Overpayment Hardship Request for consideration. The employee must be able to provide evidence of one of the criteria's listed below to qualify for a hardship reduction.

- Death of spouse or dependent
- Legal Separation of Divorce
- Disability of self, spouse or dependent
- Change in employment status from full to part time or lay-off
- Change in employment status of a spouse, including layoff or termination
- Threat of home foreclosure, eviction or bankruptcy
- Financial Emergency due to District Declared Emergency (hurricane, flood, tornado, etc.)

Repayment Reduction Schedule:

| | |
|---|---|
| $100.01 - $500.00 | 8 payments |
| $500.01 - $1,000.00 | 16 payments |
| $1,000.01 - $1,800.00 | 24 payments |
| For amount above $1,800.00 | $100.00 per check |

If approved, the repayment plan may extend into the next fiscal/calendar year except for employees who are leaving the school system or are on a yearlong unpaid leave of absence.

J. **AGGREGATE METHOD OF COMPUTING TAXES**

The Board agrees to use the I.R.S. approved aggregate method of computing taxes on negotiated salary increases and one-time payments provided the I.R.S. allows this methodology at the time raises are paid.

## ARTICLE 10
## EMPLOYEE RESPONSIBILITIES AND RIGHTS

A. **MAINTENANCE APPRENTICESHIP:** The School Board and the FOPE agree to maintain its cooperation with the maintenance apprenticeship program currently in effect dated June 20, 1974. The Apprenticeship Committee shall be composed of four (4) representatives appointed by the Superintendent and four (4) representatives selected by the FOPE.

B. **INSERVICE—NON-INSTRUCTION COMMITTEE:** The FOPE and the School Board jointly endorse the implementation of a non-instructional in-service and training program for unit employees. The parties agree to establish an in-service committee comprised of three (3) representatives from the FOPE, three (3) representatives from the School Board and the non-instructional in-service coordinator.

C. **SAFETY COMMITTEE:** The Board shall continue the safety committee now in existence and shall establish safety committees as needed and recommended by the Safety Department. Employees are encouraged to report safety concerns to their site-designated Safety Representative. The on-site steward shall serve as the Safety Representative for their worksite. For those departments/sites that do not have an on-site steward, the Safety Representative shall be selected by the FOPE, and the names and work locations of all Safety Representatives shall be submitted to the Employee & Labor Relations Department within thirty (30) days of the start of the school year for an annual appointment. In the event a Safety Representative transfers, retires/resigns, or chooses to no longer serve on the Committee, the FOPE shall submit the name of a new representative to the Employee & Labor Relations Department.

1. The Safety Representative shall notify the location Administrator in writing of safety concerns on the designated Safety committee form.

2. The location Administrator shall address the safety concerns, which have been identified in writing by the Safety Representative, within a reasonable period of time. The location Administrator shall notify the Safety Representative and the Senior Manager/Designee, in writing, of a proposed plan of action with which to resolve the safety concerns.

3. The Senior Manager/Designee shall notify the Safety Committee, in writing, upon resolution of the safety concerns at the designated location.

4. The Board and the FOPE shall mutually agree, one week prior to a scheduled meeting, as to issues/concerns which may be included on the Safety Committee's agenda. The FOPE and Management Designee shall be mutually responsible for the preparation and distribution of the agenda.

D. **INSERVICE — FACILITIES:**

1. The FOPE and the School Board agree to develop and implement an in-service training program for facilities personnel including Pool Operators. The parties agree to establish a committee comprised of four (4) representatives from the FOPE, and four (4) representatives from the District.

2. Upon satisfactory completion of the District facilities service training courses, permanent Facilities Servicepersons shall receive the following one-time payments:

   Basic — $75.00
   Professional — $125.00
   Master — $200.00

E. **INSERVICE TRAINING— SECURITY SPECIALISTS AND GUARDIANS:**

1. In collaboration with the FOPE, the District shall annually provide a minimum of sixteen (16) hours of and education training on relevant topics. Security Specialists and Guardians shall receive their regular daily rate of pay when attending such training. Trainings may be offered during preplanning days, early release days, employee planning days or professional study days.

2. This District shall provide crisis intervention training.

F. **INSERVICE TRAINING — CAMPUS MONITORS:** In collaboration with the FOPE, the District shall annually provide a minimum of eight (8) hours of education and training on relevant topics. Campus Monitors shall receive their regular daily rate of pay when attending such training. Trainings may be offered during preplanning days, early release days, employee planning days or professional days.

G. **YEAR-ROUND ROUTE:** Bus Operators and Attendants work calendar shall be 192 days per year. Bus Operators and Attendants who select one of the Year-Round Schools shall remain on the routes the entire year, including summer sessions.

H. **ROUTE SELECTION—SENIORITY:** The route selection process for all regular Bus Operators, ESE Certified Bus Operators and Attendants will be initiated every year no later than one week prior to the beginning of the regular school year according to seniority. Attendance and evaluation of the previous year will be considered during the bidding process. Employees shall remain in said assignment or portion of said assignment, unless an employee is relieved from the assigned route by virtue of the other provisions of this agreement. Operators/Attendants shall not be removed from their selected routes, due to unverified complaints, unless their health and safety is being threatened. Such removal will be determined by the Director of Student Transportation and Fleet Services. Bus Operators/Bus Attendants with unsatisfactory attendance/evaluation shall be placed two (2) years below seniority date and remain on said assignment for that school year. During the next school year, with a satisfactory attendance/evaluation, Bus Operator/Bus Attendant shall revert to original seniority date.

I. **ROUTE BIDDING — DURING LEAVE:**

During the bidding process, prior to a regular or summer school term, a Bus Operator/Attendant who has been absent from work due to illness or Worker's Compensation during the preceding year, may bid on a route upon providing a release from the employee's physician.

Should a route become vacant due to attrition, that route shall be posted within five (5) working days for a period of five (5) working days. If a new route is established, that route shall be posted within three (3) working days for a period of five (5) working days. The recipient of the route shall be notified within three (3) working days following the closing of the bidding process. The District shall not be required to post a vacant bus route within the last thirty-five (35) working days of the school year. When routes are taken away due to the lack of students' participation, the affected Operators/Attendants will be given preference on new and vacant routes according to seniority, with no decrease from original route time, when possible.

Any Bus Operator while on an approved leave, Disability/Worker's Compensation, sick and maternity leave, shall have their routes maintained for sixty (60) working days or the remainder of the school year, whichever is less.

J. **TRANSPORTATION—SUMMER**

1. Bus Operators and Attendants will be awarded routes during the summer months according to area seniority in their classifications.

If a Bus Operator/Attendant fails to perform their duties (except in a case of illness or emergencies beyond the control of the operator), for the length of time agreed to jointly between them and the immediate supervisor, summer school privileges will be taken away for the next summer only. If the Bus Operator/Attendant and immediate supervisor agree that a Bus Operator/Attendant will work a shorter calendar, this agreement must be in writing.

2. ESE Bus Operator and Attendants who work during the regular school year for four (4) consecutive years or more shall have priority for assignment to summer school ESE routes.

   Bus Operators who have two (2) to three (3) consecutive years of driving ESE routes during the regular school year.

   Bus Operators who are ESE certified, who have driven ESE routes, but not consecutive years.

   Bus Operators who are ESE certified, with one (1) year or less of driving ESE routes.

   Bus Operators certified and not driven ESE routes.

   All other Bus Operators who are not certified.

3. Transportation employees who work in summer school shall accrue appropriate sick leave utilizing formula used during school year. Accrued hours shall be credited to employees by the first paycheck in September (following the end of summer school).

K. **TRANSPORTATION EARLY RELEASE DAYS**: There shall be no reduction in transportation employees' route time on early release days.

L. **VEHICLE/EQUIPMENT**: Every reasonable effort will be taken to retain assigned vehicles/equipment to the route selected by the employee.

Employees shall be provided with appropriate personal protective equipment based on the operational needs of the District or the job duties of the employee. Employees will follow safe practices and operating methods on all jobs assigned. Employees shall be required to wear the safety devices, protective clothing, or equipment provided by management for employee protection.

M. **TRANSPORTATION ACCIDENT REVIEW COMMITTEE:** Bus Operators may serve only one (1) year on the Accident Review Committee. Operators may not serve two consecutive terms. The Student Transportation & Fleet

Services Department shall select an operator by seniority from each area to serve on this committee. The candidates will be discussed with the FOPE before the final selection is made.

Transportation employees involved in an accident shall be notified by the Accident Review Committee after the ruling on preventable accidents and shall be required to sign off on the ruling with the option to appeal the decision and shall be given notification of the appeal hearing date and time to appeal.

## N. PERFECT/GOOD ATTENDANCE AWARD

### Transportation

To reward transportation employees who exercised particular care in the maintenance of their personal health and job attendance during the school year. The School Board and the FOPE provides a perfect/good attendance award.

The parties agree that certain exclusions of lost time (jury duty leave and temporary duty authorization) will not disqualify an employee from receiving the perfect/good attendance award.

The parties agree to add to the aforementioned exclusions any lost time for collective bargaining meetings with the Board with prior approval of the Superintendent or designee.

1. Perfect Attendance (0 day/year)

   An employee without any absenteeism during first semester shall receive three hundred dollar ($300.00). Payment shall be made by the last pay period in January. If an employee has no absenteeism for the second semester, the employee shall receive an additional three hundred dollar~~s~~ ($300.00). Payment shall be received by the last pay period in July. No employee shall receive more than six hundred dollars ($600.00) for the school year.

| 1st Semester Absences/Payment | | 2nd Semester Absences/Payment |
|---|---|---|
| 0 – $300 | + | 0 – $300 |

2. Good Attendance (2 days/year):

Transportation employees on regular calendar may receive up to two hundred dollars ($200.00) total for the entire year if they have no more than two (2) absences per year. It is possible to earn up to one hundred dollars ($100.00) per semester provided absences don't exceed two (2) days per year. Payment for the first semester attendance shall be made by the last pay period in January. Payments for the second semester shall be paid by the last pay period in July.

| 1st Semester Absences/Payment | | 2nd Semester Absences/Payment |
|---|---|---|
| 1 = $100 | + | 1 = $100 |
| 0 = $100 | + | 2 = $100 |
| 2 = $100 | + | 0 = $100 |

3. Combination (1 day/year)

A transportation employee on regular calendar may be eligible to receive four hundred dollars ($400.00) if the employee has one semester of perfect attendance (no absences = three hundred dollars ($300.00), plus one semester of good attendance [one absence = one hundred dollars ($100.00).

| 1st Semester Absences/Payment | | 2nd Semester Absences/Payment |
|---|---|---|
| 0 = $300 | + | 1 = $100 |
| 1 = $100 | + | 0 = $300 |

Half days out will be totaled to equal a full day. 2 half days = 1 full day. Checks shall be distributed by the last day of the month following the last payroll period of the semester. Checks shall be awarded minus applicable taxes.

4. Good Attendance Award: **Year-Round Transportation Employees** (3 or fewer absences per year based on the regular school calendar)

Year-Round Transportation employees who have three (3) or fewer absences per year, shall receive up to two hundred dollars ($200) as a Good Attendance Award. Said employees shall earn one hundred dollars ($100) for each semester in which they have three (3) or fewer absences.

| 1st Semester Absences/Payment | 2nd Semester Absences/Payment | Total Payout for Year |
|---|---|---|
| 0 = $100 | 3 = $100 | $200 |
| 1 = $100 | 1 = $100 | $200 |
| 1 = $100 | 2 = $100 | $200 |
| 2 = $100 | 1 = $100 | $200 |
| 3 = $100 | 0 = $100 | $200 |

5. Combination Attendance Award: **Year-Round Transportation Employees** (2 or fewer absences per year based on the regular school calendar)

   Year-Round Transportation employees who have one (1) semester of perfect attendance plus one semester of good attendance (i.e., two or fewer absences), shall receive four hundred dollars ($400.00).

| 1st Semester Absences/Payment | 2nd Semester Absences/Payment | Total Payout for Year |
|---|---|---|
| 0 = $300 | 1 = $100 | $400 |
| 0 = $300 | 2 = $100 | $400 |
| 1 = $100 | 0 = $300 | $400 |
| 2 = $100 | 0 = $300 | $400 |

6. Half days out will be totaled to equal a full day. Two half days=one full day. Checks shall be distributed by the last day of the month following the last payroll period of the semester. Checks shall be awarded minus applicable taxes.

7. Payment for the first semester attendance shall be made by the last pay period in January. Payments for the second semester shall be paid by the last pay period in July.

**Maintenance, Facilities Servicepersons, and Security.**

To reward Maintenance, Facilities Servicepersons, and Security Specialists, and Campus Monitors who exercised particular care in the maintenance of their personal health and job attendance during the school year, the School Board and the FOPE provide a perfect attendance award. Maintenance, Facilities Servicepersons, and Security who worked the full school year without any absenteeism as listed in ISI 1137 printout, shall be eligible for the award. Maintenance, Facilities Servicepersons, and

Security shall receive a certificate of recognition and a check in the amount of two hundred dollars ($200) (minus applicable taxes).

The perfect attendance award is a one-time benefit for Maintenance, Facilities Servicepersons, and Security Specialists, and Campus Monitors who had perfect attendance during the school year. This award shall not be applicable to the Maintenance, Facilities Servicepersons, and Security in future school years, unless specifically called for in the agreement.

**Security Specialists/Campus Monitors/Guardians**

To reward Security Specialists/Campus Monitors/Guardians who exercised particular care in the maintenance of their personal health and job attendance during the school year, the School Board and the FOPE provide a **good attendance** award. Security Specialists/Campus Monitors/Guardians who worked the full school year with no more than two (2) days of absences, shall be eligible for the award. Security Specialists/Campus Monitors/Guardians shall receive a certificate of recognition and a check in the amount of one hundred-fifty dollars ($150) minus applicable taxes.

The good attendance award is a one-time benefit for Security Specialists/Campus Monitors/Guardians who had good attendance during the 2006-2007 school year. This award shall not be applicable to the Security Specialists/Campus Monitors/Guardians in future school years unless specifically called for in the agreement.

O. **TRANSPORTATION SAFETY AWARD**

To reward excellence in safe driving, the FOPE and the School Board agree to establish a safe driving award. To qualify for the award, a Bus Operator shall meet the following criteria:

1. The Bus Operator must drive a minimum of one hundred and sixty (160) days during the previous and current two (2) school years.

2. A Bus Operator shall have earned an accident-free record (i.e. non-preventable accident) and not been charged with a moving violation by the Student Transportation & Fleet Services Department or any law enforcement officer during the school years.

   The accident-free record will include the operator's record in both school operated and privately-operated vehicles.

Failure by a Bus Operator to report infractions (i.e. accidents, tickets, etc.) to the employee's immediate supervisor will disqualify the operator from the safety award program.

The District agrees to establish a fund containing ninety-eight thousand two hundred and ninety-six dollars ($98,296) for the purpose of funding the safe driving award program. Bus operators who qualify for the safe driving award at the conclusion of each school year shall receive a one-time stipend. The dollar amount for each stipend will be determined by dividing the ninety-eight thousand two hundred and ninety-six dollars ($98,296) fund by the number of bus operators who qualify for the award.

If the Bus Operator is in the second (2nd) year of safe driving and goes out on Worker's Compensation during the second (2nd) year as a result of a non-traffic-related accident, the employee shall not lose the one year accrued toward the safe driving award.

Checks shall be distributed by the last day of July. Checks shall be awarded minus applicable taxes.

P. **INSERVICE — ESE:** Training will be offered to operators and attendants interested in driving ESE routes on a yearly basis. Enrollment for the class shall be posted to be determined at the time the classes are to be offered. Seniority shall be a consideration for entrance into this class. However, after the completion of the route selection bid process, any Bus Operator who accepts a remaining ESE route shall keep such route assignment for the remainder of the year and shall have primary consideration on a first come first serve basis for entrance into the ESE training class.

Bus Operators and Attendants who successfully complete the program and are certified and have satisfactory evaluations shall have first choice of ESE routes for the regular school year according to their seniority. Bus Operators and Attendants shall remain on the ESE routes for one year.

Bus Operators who are required to enroll and successfully complete the ESE training classes will be paid for the training hours at their current rate of pay.

Q. **TRANSPORTATION INSERVICE:** Upon recommendation of the Terminal Supervisor, Bus Operators/ Attendants shall be given the opportunity to learn various aspects within the Student Transportation & Fleet Services Department. Participation for such training shall be on a voluntary basis and shall not guarantee being promoted to the position for which the training was given.

R. **OFFICE COVERAGE:** Bus Operators and/or Attendants shall not be taken off their assigned routes to work in the office.

S. **VIOLATIONS:**

1. Whenever the District contends that an employee has violated any rule, regulation, or policy, the employee shall be notified, in writing, by the administrator, with the employee being informed of the rule, regulation, or policy alleged to have been violated. The Board shall furnish the employee with a copy of any corrective action notification against the employee in this bargaining unit.

2. "Except in extenuating circumstances, as determined by the Administration, no action shall be taken against an employee on the basis of an unverified complaint by a parent, student, or other individual(s) or entity(ies) unless the matter is first reported to the employee, and the employee has had the opportunity to discuss the matter with the administrator, director, or supervisor."

3. Items may not be placed in an employee's official personnel file unless the item has been made known to the employee, pursuant to the methodology described in Florida Statutes, Section 1012.31. In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the provisions of Article 5 of this contract. Employees shall have the right to respond to any item(s) to be placed in their personnel file and to have the response attached to such item. The employee's signature shall indicate only that they have read the item and shall not necessarily indicate agreement with its contents.

4. If the employee refuses to sign an evaluation and/or a reprimand, the signature of the supervisor conducting the evaluation and administering the corrective action and another witness signature shall serve as acknowledgement that the documents were provided to the employee.

T. **COPY OF PERFORMANCE EVALUATION:** The District reserves the right to conduct performance evaluations of employees by appropriate personnel and the Board agrees to furnish to all employees who have been evaluated a copy of the evaluation report before it is submitted for inclusion in the employee's personnel file. All permanent employees shall be evaluated no later than one (1) week prior to the end of the employee's assigned work calendar. If the employee objects to the contents of his/her evaluation, (s)he may place such objections in writing and attach it to the

evaluation form within ten (10) days from the date of the evaluation conference.

U. **WRITTEN DOCUMENTS:** Documents relating to an employee's work performance or corrective action, must be reduced to writing within forty-five (45) days exclusive of the summer vacation and winter/spring break, of the principal or administrator becoming aware of the facts reflected in the document.

V. **PERSONAL CONTACT TELEPHONE:** All employees shall be required to maintain a personal contact telephone. The employee's telephone number shall be provided to the Superintendent/Designee. If the employee's telephone number is changed, he/she shall provide his/her immediate supervisor with the new telephone/number in writing within three (3) business days.

W. **TRANSPORTATION — EXTRACURRICULAR TRIPS:**

1. **Transportation Extra Curricular Trip Roster:** A dated seniority roster based upon hire date for all transportation employees shall be developed for the purposes of assigning transportation employees to extra-curricular trips. Employee names shall be placed on the roster in order of the most senior to least senior employee. Attendance and evaluation of the previous year will be considered during the bidding process. Bus Operators/Bus Attendants with unsatisfactory attendance/evaluation shall be placed two (2) years below seniority date and remain on said assignment for that school year. During the next school year, with a satisfactory attendance/evaluation, Bus Operator/Bus Attendant shall revert to original seniority date. Extra-curricular trips shall be offered on a rotating basis beginning with the most senior employee named on the roster who is qualified and off duty to perform the duties required of the extra-curricular trip. Once an employee has worked an extra-curricular trip, that employee's name shall be placed at the bottom of the roster with a notation of the date that the extra-curricular trip was worked. If the next name on the roster is not qualified and off duty to perform the duties required of the extra-curricular trip, that employee's name shall remain at the top of the roster for first consideration of future extra-curricular trips until that employee actually performs the extra duty. If a qualified employee refuses an extra-curricular trip opportunity, that employee's name shall be placed at the bottom of the rotation roster with a notation of refused and date that the refusal occurred. The next named person on the extra-curricular trip roster shall then be considered. The extra-curricular roster shall be continually updated and made available for review at any time by any employee.

2. Probationary Bus Operators shall not perform extracurricular trips during evening hours, weekend hours or out-of-county. Emergency extracurricular trips may be performed after efforts have been made to assign a permanent employee on the trip to such trip. Emergencies will be determined by the Director of Student Transportation & Fleet Services.

3. Should the transportation employee fail/refuse to perform an assigned extracurricular trip a second time, the transportation employee shall be removed from the extracurricular list for the remainder of the school year.

4. Extracurricular trips for the transportation employee shall be paid at their regular hourly rate. Extracurricular trips shall be subject to the provisions of Article 9, B (overtime) and C (callback), and Article 7, F (probation).

X. **SECURITY — EXTRACURRICULAR ACTIVITY:**

1. Whenever an extra-curricular activity is scheduled at a school, and the Administrator/Designee of that school determines that school security personnel is required for that extra-curricular activity and/or athletic events, the school's Security Specialist(s), followed by the Campus Monitor(s) (as a supplement to Security), must be given first opportunity for the security function. In addition, administration may hire persons other than security personnel or school resource officers/law enforcement officers when the administrator/designee deems necessary.

2. Whenever an extra-curricular activity is sponsored by the school and the principal of that school determines that security is required, the Security Specialist(s) at that school shall be given the first opportunity to work the security detail unless the Administrator/Designee deems it necessary to hire the School Resource Officer(s) or other Law Enforcement Officer(s) for the detail. If an armed officer is required, the Armed Safe School Officer/Guardian shall be given the first opportunity to work by seniority unless the Administrator/Designee deems it necessary to hire the School Resource Officer(s) or other Law Enforcement Officers for the detail.

Y. **REIMBURSEMENT**

1. **PERSONAL PROPERTY:** If employees are attacked or assaulted in the course of employment, the Board will insure or otherwise

reimburse such employees for any loss or destruction of clothing, personal item (i.e., purse, etc.; however, damage to vehicles or cycles are not covered in this section) up to one hundred dollars ($100.00) per employee per school year, unless the employee is otherwise reimbursed. The employee shall provide verification to the supervisor. Any individual submitting a fraudulent claim under this provision shall be subject to corrective action up to and including termination.

2. **VEHICLE DAMAGE:** If an employee's vehicle is damaged while on school district property, the employee will be reimbursed for the damage, not to exceed five hundred ($500) dollars when it is determined that the damage was caused on School Board property. Such determination may be made by either a School Resource Officer, a School Security Specialist, or a Special Investigative Unit Investigator (as determined by the Superintendent), witness testimony, or apprehension of the person(s) responsible for the damage.

3. The maximum liability to the District shall be fifteen thousand dollars ($15,000) per school year. Any individual submitting a fraudulent claim under this provision shall be subject to corrective action up to and including termination.

Z. **SUBSTITUTE—FACILITIES SERVICEPERSON:** At the discretion of the principal or department head, a substitute Facilities Serviceperson may be used when a regular full-time bargaining unit Facilities Serviceperson is absent from work up to sixty (60) workdays. In cases of long-term disability illness and/or workers compensation inquiries, the mobile facility crew personnel shall be notified to fill the position. If no mobile facility crew personnel are available, then that position shall be filled by a substitute up to a six (6) month period. After six (6) months, this allocated position shall be filled by the substitute working this position provided the substitute meets the minimum job qualifications/ requirements or an advertised vacancy shall be posted. The Talent Acquisition & Operations-Non-Instructional Department shall maintain a substitute list to accommodate the site’s request.

AA. **TEMPORARY—FOREMAN—LEADMAN:** Assignments shall be made by the Director of Maintenance Operations or Manager of Vehicle Maintenance or their designees on a seniority rotation basis. A seniority list shall be established. The most senior employee shall be assigned based on performance, attendance, and availability. Each time a selection is made, the next assignment shall begin with the next most senior name on the list.

BB. **RIGHT OF REFUSAL:** At the time a school-based vacancy exists for the purposes of shift assignment, scheduling of work, assignment of work location and reassignment in the facilities service area, the first refusal shall go to the employee (within the appropriate classification) with the most senior date of employment.

CC. **ANNUAL PHYSICAL EXAMINATIONS:** Should the District require a unit employee or a class of unit employees to take an annual physical examination, the examination shall be conducted by a medical doctor chosen by the District at no cost to the employee. The District may take corrective action up to and including discharge against any employee who refuses to take a physical examination. Any action taken shall be subject to the grievance procedure. The provision of this section are subject to Florida Statutes.

DD. **SECURITY SPECIALIST—ROTATION:** When two (2) or more Security Specialists are employed at a location and are to be used beyond the regular school day, the principal, when possible, should rotate assignments beyond school day/extracurricular assignments.

EE. **BUS ATTENDANTS—ALTERNATIVE CENTERS:** Every effort will be made, within budgetary limitations to have an Attendant on buses that transport students to alternative centers.

FF. **ASSIGNMENT CALENDAR:** The Student Transportation & Fleet Services Department shall establish a calendar for Bus Operators as to when a complete route schedule, route cards, FTE reports, etc., would be due to give a reasonable time for completion of such assignments.

GG. **WEATHER CONDITIONS:** At the discretion of Superintendent's designee, Director of Maintenance Operations or designee, in conjunction with the appropriate supervisor/foreman, the weather conditions and ability of accomplishing productive work shall be determined within the first three hours of a particular shift.

If it is determined that the weather conditions prohibit or drastically reduce the efficiency of particular crews, based on the actual workload scheduled that day, then the above indicated supervisor shall have the right to call work off for the day and release the work force.

This decision shall be made during the first three hours of a shift and contract language such as Article 9C shall be applied. Three hours will be noted on an individual's timecard. Tradesperson shall have the right to elect one of the following options regarding make up time for the balance of the hours needed for that shift. A good faith effort will be made by the

Director of Maintenance Operations or designee to find productive work for employees prior to calling work off.

Option 1

Employees will be allowed to make up lost time resulting from inclement weather by working an extended shift for a specified period or work a non-scheduled workday to make up lost wages. The Supervisor/Foreman will determine the make up schedule.

Option 2

Any employee who chooses not to work an extended shift or a non-scheduled workday, may elect to charge the lost time to personal reasons time, if available to the employee. This contract language shall only apply to the employees that are scheduled to work that day and show up at the designated start of the shift.

HH. **SECURITY SPECIALISTS/GUARDIANS — SUMMER PROGRAMS:**

1. At least one Security Specialist shall be hired at each high school and center open for summer programs.

2. At least one Security Specialist shall be hired at each middle school open for summer academic programs when the total student population is in excess of 75 students. A Security Specialist shall not be required when a lease and/or an extra-curricular activity lease is scheduled at a school by an outside group for the purpose of summer program.

3. A Security Specialist shall not be required when a lease and/or an extra-curricular activity lease is scheduled at a school by an outside group for the purpose of summer program.

4. The Guardian with the most seniority at the site where summer school is occurring, shall have first choice to work. If the Guardian does not accept the summer assignment, a selection process shall be utilized based on seniority of qualified applicants. If an armed officer is required, the Armed Safe School Officer/Guardian shall be given the first opportunity to work by seniority.

II. **HIRING SECURITY:** Each high school, middle school, and center shall employ at least one Security Specialist during the regular school year.

Security personnel will not be assigned to escort students or to monitor classrooms on behalf of teachers or administrators in connection with

non-security related functions (such as escorting students to the bathroom or filing in for teachers so that they can take a break), except in cases of emergency.

JJ. **MILEAGE RATE:** Employees who utilize their private vehicles to travel on district business shall be compensated at the rates established in accordance with the Board policy and Rules and Regulations. This compensation shall begin after the employee has reported to the work site.

KK. **FACILITIES LABOR MANAGEMENT COMMITTEE:** The District's Budget Office shall provide each principal/administrator a copy of the custodial allocation formula with the number of Facilities Servicepersons recommended for his or her location according to the factors of site square footage, number of teachers, and number of students. A copy of the custodial allocation formula shall be provided to the FOPE every school year. A copy of the Custodial Allocation shall be provided to the Head Facilities Serviceperson from the site-based Administrator.

LL. **LABOR/MANAGEMENT MEETINGS:** Upon mutual agreement, up to four (4) representatives of the Administration and up to four (4) representatives of each of the four (4) FOPE units (Transportation, Maintenance, Facilities and Security) will meet during the regular school year on an as-needed basis, but no more than once every other month, at times convenient to both parties for the purpose of reviewing the administration of the Agreement and to resolve matters of mutual concern.

The parties agree that each may invite a subject matter expert ("SMEs") of their choice to the meeting, as needed, to address an agenda item. The identity of any SMEs to appear at a Labor Management meeting will be shared at least forty-eight (48) hours before the meeting. Unless mutually agreed upon, the Labor Management meeting will not be scheduled for more than two and a half (2 1/2) hours. If the Labor Management meeting ends prior to the end of the employee's workday, the employee will return to work. The parties agree that these meetings are intended to discuss matters of common interest. These meetings are not intended for the purpose of collective bargaining or to discuss matters of active grievances, pending arbitration or disciplinary actions.

Each party will submit to the other at least seventy-two (72) hours prior to the meeting, an agenda covering what it wishes to discuss. Agenda items must be mutually agreed upon at least forty-eight (48) hours prior to the meeting. The parties will mutually agree on the location of the Labor Management meetings.

The Chairperson will jointly rotate between the Administration and the Union. The Chairperson will be responsible for conducting the meeting and

distributing the agenda. Summaries of action plans will be shared between both parties.

MM. **HEAD AND ASSISTANT HEAD FACILITIES SERVICEPERSONS AND FACILITIES SERVICEPERSONS CERTIFICATIONS**

All employees must complete the District's lock-out/tag-out and asbestos courses within sixty (60) days of their initial date of hire.

Employees hired as Head and/or Assistant Head Facilities Servicepersons, shall have three (3) years of industrial, commercial, or educational facility experience and must have completed the professional and master facilities service job-related training programs prior to applying for the positions.

Employees hired as School Site Repairpersons shall have three (3) years recent experience in repair and maintenance work and must have completed the basic, professional and master facilities service job-related training programs.
All Facilities Servicepersons must complete the basic facilities service certification within the one hundred thirty-one (131) working days probationary period of appointment to the job assignment. If the employee fails to comply with this provision, he/she shall be subject to disciplinary action up to and including termination as per Article 2.

Training and Certification conducted and issued by Broward County Public Schools, or the Florida School Plant Management (FSPMA) shall be accepted in compliance with the provision outlined in this Article for the following coursework:

a. Basic Custodial Training
b. Professional Training
c. Masters Training

NN. **FACILITIES – STUDENTS:** Facilities bargaining unit members shall not be assigned to supervise students.

OO. **FACILITIES – PAINTING:** Facilities Servicepersons shall not be required to paint surfaces at location except in emergency cases such as graffiti and vandalism.

PP. **FACILITIES – DAYS:** All Schools shall retain one (1) Head Facilities Serviceperson or Building Operations Supervisor on the day shift.

QQ. **FACILITIES – NIGHTS:** All schools which require cleaning at night, shall retain at least (1) one Assistant Head Facilities Serviceperson.

RR. **HARASSMENT**

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

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

The District and its employees shall comply with the School Board approved policy regarding Anti-Bullying and Harassment.

SS. **MAINTENANCE WORKSITE REPORTING**

Employees will be required to report to various locations as assigned. When employees are required to report to another site that is different from the initial reporting site and the duration of the job is a minimum of ten (10) consecutive working days, the Board will reimburse the employee for mileage.

TT. **REPORTING INCIDENTS**

Principals or other appropriate administrators shall be responsible for immediately reporting to the Superintendent, through the Broward District Schools Police Department, any person who (1) commits assault or battery upon any employee, and (2) any person, excluding a student, who upbraids, abuses or insults any employee during employment, on school property or at a school activity, and (3) any person who is not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof.

**Filing charges**

The Special Investigative Unit (SIU) shall make an immediate investigation. The Superintendent or his/her designee shall assist the employee in filing charges against the individual committing such act or acts if the employee chooses to file charges.

UU. **Investigation of an Employee:** No investigation of an employee, beyond preliminary inquiry, by the SIU may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation.

VV. **Facilities and Maintenance - Outcome of Investigation:** If a person is under investigation of any kind and is placed at another work location, that person's position should not be filled permanently until his/her issues have been resolved by innocence or charges proven.

WW. **Facilities – Custodial Supervisors:**

1. Zone Custodial Supervisors will support the Head Facilities Servicepersons/Building Operations Supervisors by assisting them with reviewing cleaning schedules that are developed and provided by the Head Facilities Serviceperson/Building Operations Supervisor/Assistant Head Facilities Serviceperson of each facility and make recommendations based on current and past practices used throughout the District. Prior to the schedules being implemented the schedule will be reviewed and agreed to by the Principal, the Head Facilities Serviceperson/Building Operations Supervisor/Assistant Head Facilities Serviceperson and Zone Custodial Supervisor.

2. When the Zone Custodial Supervisor requests a meeting with the School Administration relating to a custodial issue, they will request through the school administration that the Head Facilities Serviceperson/Building Operations Supervisor or Assistant Head Facilities Serviceperson be present. When the Zone Custodial Supervisor is requested to attend a meeting by the school administration or others then it is not the responsibility or authority of the Zone Custodial Supervisor to invite the Head Facilities Serviceperson/Building Operations Supervisor/Assistant Head Facilities Serviceperson to the meeting. The Head Facilities Serviceperson/Building Operations Supervisor/Assistant Head Facilities Serviceperson must be invited by the meeting originator or school administration.

XX. **FACILITIES, MAINTENANCE, SECURITY, and TRANSPORTATION EMPLOYEES INTERVIEWING WITHIN THE DISTRICT:** Should it be required that an employee be interviewed for a job vacancy within the District during working hours, the employee shall be given time off with pay for said interview. The employee shall provide his/her supervisor with twenty-four (24) hours' notice prior to the scheduled date of the interview. Employees should strive to schedule interviews for their lunch period or after work hours. Upon request, an employee may review his/her individual test/interview score(s).

YY. **PROGRESSIVE DISCIPLINE:**

The parties agree to the principles of progressive discipline. Corrective action, for the most part, shall be administered in a manner to improve performance and correct behavior that is in violation of this bargaining agreement, School Board policies, procedures, rules and established practices.

Corrective Action shall be administered for just cause and not in a manner that is demeaning or degrading. Corrective Action may be administered in the form of a verbal reprimand, written reprimand, suspension without pay, demotion or discharge. **A verbal reprimand shall not advance to an employee's official personnel file.** Corrective action may be administered at any step depending upon the severity of the misconduct in conjunction with the relevant circumstances.

1. Meeting and Notifications: Corrective action shall be administered within thirty (30) working days from the date the violation occurred or when the violation was first known to have occurred. For any meeting scheduled for the purpose for taking corrective action, the department shall provide the employee with written notification of the violation and schedule a meeting where the circumstances surrounding the violation shall be discussed. This meeting shall be scheduled no sooner than three (3) working days after the employee receives such notification. It shall be the employee's responsibility to notify the Union of the meeting and secure attendance.

2. During the Meeting: The conference is intended to provide the employee with an explanation of the charges and basis for the charges. Any relevant questions that the employee asks shall be answered to the best of the supervisor's ability. The employee shall be given an opportunity to respond. In addition, the employee shall be provided a written copy of the corrective action after signing the document solely for the purpose of acknowledging receipt.

## ARTICLE 11
## FEDERATION RIGHTS AND PRIVILEGES

A. **DUES DEDUCTIONS**

1. If, at any point during the term of this Agreement, Fla. Stat. 447 .303 allows for payroll dues deduction and collection by the District, all provisions set forth in the Dues Deduction section of Article 11 of the 2022-2023 School Year Collective Bargaining Agreement between the parties shall immediately be reinstated, to the extent the language in that Section A is consistent with the law. Should this occur, the FOPE will provide the District with a list of those union members who are then current dues paying members.

B. **ON-SITE REPRESENTATIVES**

The District recognizes the right of the FOPE to designate on-site representatives at each of the covered schools/areas to represent the employees in accordance with the terms of the Agreement. The on-site representative shall be an employee of the District, but his duties as an on-site representative shall not conflict with his employment or that of the other employees. The on-site representative shall obtain prior approval of their supervisor before leaving their work for the purpose of representing employees under the terms of this Agreement and will report back to their supervisor immediately upon completion of such duties. The District shall not unreasonably withhold its approval to an on-site representative to perform the duties of an on-site representative handling the FOPE matters shall be subject to compensation by the District.

C. **ACCESS TO PREMISES**

Employees of the FOPE may, upon the approval of the principal and/or other appropriate administrators, be allowed to visit schools and other work sites to investigate grievances filed with the District by unit employees. The FOPE agrees that it will not conduct FOPE meetings on the premises of the District that interfere with the operation of the school system. The District agrees that it will not unreasonably withhold the request of the FOPE to visit school property for the above purposes. FOPE representatives agree to notify the appropriate administrator when they leave the School Board premises after permission has been given by the administrator.

D. **REPRODUCTION OF AGREEMENT:** In support of the parties' commitment to Paperwork Reduction, copies of the adopted agreement

shall be posted via a link to the final contract on the District website. In addition, a hard copy of the final contract will be available for review with the designated office staff.

E. **BULLETIN BOARDS:** Official FOPE notices may be posted on bulletin boards designated for the FOPE by the Board. The District shall provide one (1) bulletin board at each one of the permanent locations where work is carried out by a reasonable number of employees in the unit for the FOPE's exclusive posting of official notices of meetings, notice of election results, and notices of FOPE recreational, education, social, or civic affairs. The location of said bulletin board shall be in the Staff/Teachers' lounge or a common area for school-based sites.

Distribution of materials by the FOPE, its representatives, agents or members, shall conform to posting provisions of the Agreement and other distribution and/or posting shall not be permitted during working hours. FOPE notices, such as ratification of bargaining agreements may be posted on CAB under District Announcements at the discretion of the Superintendent and/or his/her designee. When a determination is made to post a notice, it shall be the responsibility of the District to post the information. Decisions will be made by the Superintendent and/or his/her designee within 48 hours of receipt of said materials.

F. **ONSITE REPRESENTATIVE LIST:** The FOPE shall notify the Board in writing to whom correspondence required by this Agreement should be mailed. The identification of representatives, for the purpose of service, shall be made by the FOPE. The FOPE shall provide the Office of Employees Relations with a list of the names, positions, and locations of each on-site representative. It shall be the responsibility of the FOPE to notify the Office of Employee & Labor Relations when a change in on-site representatives is made. The Board shall be represented by the Superintendent or his designee, who shall be authorized to accept service and/or correspondence on behalf of the Board as required by this Agreement.

G. **FOPE ACTIVITY:** Solicitation by the FOPE for the purpose of membership, recruitment, grievances, and FOPE dues, shall not be engaged in during the employee's scheduled work hours. It is not the intent of the above to restrict or preclude any one-site representatives from answering legitimate questions from any member of the bargaining unit concerning FOPE activity or as in otherwise provided in this Agreement.

H. **COMPUTER PRINTOUT:** The Board agrees to furnish the FOPE with a report of all bargaining unit employees, at a charge not to exceed that authorized by Florida Statute 119.07:

The information identified on a report shall be the following: first name, last name, home address (permanent address), city, state, zip code, personnel/employee number, home telephone, eligibility date, position title, work location, organizational unit, bargaining unit code, birth date, pay grade, level, annual salary, calendar, and work schedule. Such information shall be sent via electronic format on a quarterly basis to the FOPE.

I. **JOB DESCRIPTIONS:** The School Board shall provide the FOPE a copy of all bargaining unit job descriptions. A copy of all new and revised job descriptions shall be provided to the FOPE prior to the first reading by the Compensation Committee. The School Board and the FOPE shall discuss proposed revisions to all unit job descriptions through the Labor Management process. Upon mutual agreement the parties shall provide a signed copy of the job description to the Compensation & HR Information Systems Department.

J. **NEW JOB CLASSIFICATIONS:** All new job classifications included in the unit shall have rates reviewed by the FOPE before they go into effect.

K. **NEGOTIATION TEAM:** Employees shall not receive compensation for participation in Union activities that extend beyond the regularly scheduled workday. The negotiating team shall consist of no more than twelve (12) bargaining unit employees. These employees shall be allowed to attend all negotiating sessions that occur during their regular working hours with pay. Such time shall be paid at straight time.

L. **RATIFICATION TEAM**: Six (6) employees shall be given time off with pay to ratify the contract each year. Such time shall be paid at straight time.

M. **SPECIAL ASSIGNMENT:** The District shall assign two (2) employees to act as liaisons between the Union and the District. These employees will attend meetings, participate in special committees established to address employee/community relations related issues and conduct investigations regarding labor relations matters. The selection/renewal and pay rate of these two employees shall be mutually agreed upon by the parties. These employees' assignment shall be considered for renewal annually in May prior to the next fiscal year.

## ARTICLE 12
## VACANCIES, TRANSFERS AND REASSIGNMENTS

A. For the purpose of this Agreement, the term, "vacancy" shall be defined and shall be deemed to have occurred when a regular replacement is being sought to fill a regular budgeted position. Employees who are interested will be notified of the disposition of their application.

B. **PROMOTION AND VACANCIES**

1. Notice of all vacancies for a promotional position within the bargaining unit shall be posted in all work sites and departments.

   a. In the event of a vacancy in the Vehicle Maintenance Department, newly hired employees shall work on the day shift up to four (4) weeks during the initial period of employment for the purpose of orientation.

   b. The orientation period of a newly hired employee on the day shift may be extended up to six (6) months for the purpose of fulfilling job certification requirements. In the event the required certification is not met within the six (6) month period, a waiver in the form of a Letter of Agreement shall be signed by the administrator and the FOPE representatives.

   c. Employees shall be given the opportunity, based on seniority, when a vacancy occurs on the day shift in the Vehicle Maintenance Department.

2. The notices of vacancies required by this Article shall include the work site, where applicable in which the opening will occur, the title of the position, effective date of the opening, qualifications, shift, information concerning the securing of the deadline for filing of the letter of application/resume, and the person with whom the letter of application/resume is to be filed. All such notices shall be posted no less than five (5) working days before the deadline for filing letter of applications/resumes.

3. The letter of application/resume for promotion and/or transfer shall be filed with the appropriate administrator(s).

4. Employees enrolled in the Apprenticeship Program who are earning a higher hourly rate of pay than that of the entry level rate of pay for an apprentice shall have the higher rate of pay frozen when they enter the Program. These employees shall then proceed with the step

increases provided in the Program calculated upon their frozen higher rate of pay. Apprentices who enrolled in and successfully completed the Joint Labor/Management state approved Apprenticeship Program, shall be credited with a seniority date within their classification (trade) from the date of indenturement in the Apprenticeship Program. Upon completion of the Apprenticeship Program and State Certification (OJT/Classroom) criteria, the apprentice shall be reclassified as a journeyman in their trade category, and be compensated in accordance to rate established in the Collective Bargaining Agreement between the School Board of Broward County and the FOPE (Facilities Service, Maintenance, Transportation & Security Specialists).

Vacancies would not occur when these apprentices are reclassified to the journeyman classification. The Director, Maintenance Operations or Director of Student Transportation & Fleet Services and/or his designee, will evaluate future vacancies to determine if a vacancy is filled with an apprentice or journeyman and at his discretion in filling existing vacancies.

All graduated certified apprentices will be assigned journeyman seniority dates according to the Collective Bargaining Agreement between the School Board and the FOPE (Facilities Service, Maintenance, Transportation and Security Specialists).

5. a. Qualifications of all applicants being essentially equal, seniority shall prevail.

   b. To be eligible for a promotion, an employee's most recent performance evaluation shall not include an overall rating of unsatisfactory and must be accompanied by a written plan of improvement. If an employee receives an overall rating of unsatisfactory, the employee's next evaluation shall be mid-year.

6. a. Bus Attendants who enter the classification of a Bus Operator shall not be reduced in pay. Seniority date will be established as the hire date of a Bus Operator for the purpose of route bidding and/or trip assignments.

   b. Transportation employees, with three (3) years or more seniority, who are reassigned to the classification of Bus Attendant, due to results of District-required annual physical examinations, shall be placed on the attendant salary step closest to their current rate. When medically released to

return to the previous position, seniority shall revert to the position, prior to their reassignment to attendant.

c. Transportation employees, with three (3) years or more seniority, who are reassigned to the classification of Bus Attendant due to non-disciplinary reasons, shall be placed on the attendant salary step closest to their current rate of pay which does not exceed their current rate of pay.

7. If an administrator wants to promote a permanent employee of their staff to a position in the bargaining unit in the same work location or department providing the promotee is qualified for the position, there will be no need to advertise the position. A waiver in the form of a Memorandum of Understanding shall be signed by the administrator and the FOPE representative.

8. When the employee receives a promotion under the provisions of this Article, they will serve a maximum evaluation period not to exceed thirty (30) days and shall be paid at their rate of pay of the position formerly held by the promoted employee. At the completion of the evaluation period, should the employee's performance be deemed unacceptable, the employee shall return to their former position at the work site. If the employee's performance is satisfactory in the position to which promoted during the evaluation period, and they remain in that position, the pay will be at the rate of the promotional position, retroactive to the initial date of the promotion. The supervisor may recommend a waiver of the evaluation period, or a reduction shall be sent to the Director of Talent Acquisition & Operations-Non-instructional who has the authority to approve or disapprove the recommendation.

9. Facilities Servicepersons who are not high school graduates and who were grandfathered into their School Board positions may be recommended for promotion at their location only, provided they are able to perform at the higher classification.

10. When a vacancy or a promotion occurs within the Maintenance Department or Facilities Service, all qualified bargaining unit employees shall be entitled to apply for the position regardless of their classification or shift. Night shift employees who apply for day shift positions shall be given first consideration for filling the first shift vacancies. All applicants who have been interviewed shall be notified of the outcome of the vacancy within seven (7) working days after the final decision has been made. The position, shift or classification of an employee at the time of a vacancy shall not

preclude the employee from applying or being selected for said vacancy.

11. The qualified employee awarded the job shall be given a trial period not to exceed twenty (20) working days to demonstrate their ability to perform the job. Failure to qualify at any point during such trial period shall revert the employee to their former job, rate and shift. When this occurs, the Union shall be notified.

12. The District agrees that any unit member who is temporarily assigned, in writing, by his immediate administrator to a position higher than their normal job classification shall receive additional remuneration for the time worked in the higher classification, equal to the position to which they are temporarily assigned, provided that they have performed the duties of the temporary assignment for a period not less than ten (10) consecutive workdays during the school year in which the temporary assignment is made. After the completion of the ten (10) consecutive workdays in the temporary assignment, the employee shall be compensated retroactively to the first day of assignment and each day thereafter in which the employee works in the higher classification. If an employee notifies their supervisor of an absence of a minimum of ten (10) consecutive work days, then another employee shall be assigned to work for a minimum of ten (10) consecutive work days depending on the employee's performance and availability as determined by the Superintendent's designee.

13. Internal employees who have completed a probationary period in another unit and are hired into the bargaining unit shall be able to utilize their accrued sick leave and annual leave immediately during their probationary period.

C. **TRANSFER-VOLUNTARY AND INVOLUNTARY**

1. The voluntary reassignment and/or transfer of an employee will be made on the following basis:

   (a) Mutual agreement of the employee and the administrator where the employee is currently assigned to work, and the administrator where the employee wishes to transfer.

   (b) Qualifications to perform the job requested.

   (c) To be eligible for a transfer, an employee's most recent performance evaluation shall not include an overall rating of unsatisfactory and must be accompanied by a written plan of

improvement. If an employee receives an overall rating of unsatisfactory, the employee's next evaluation shall be mid-year.

(d) Approval by the Superintendent or his designee.

2. Bargaining unit members requesting a transfer into an existing vacancy shall be informed, in writing, of the disposition of their request, if the employee has been interviewed for the position.

3. Involuntary transfers may be made when in the judgment of the Superintendent or his designee, such transfers shall be deemed essential for the good of the District. The employee selected shall be the employee at the location with the lowest seniority qualified to perform the work at the new location unless a more senior qualified employee agrees to volunteer to transfer.

## D. NIGHTS AND 4/10 WORK WEEK

The District, having demonstrated its needs for additional shifts, odd work weeks, and four day/ten-hour (4/10) work weeks, agree to utilize the following procedure in the selection of employees to fill the requirements.

1. The parties will agree upon a District calendar prior to the commencement of each school year which will indicate the official holidays, workdays, and work schedules for a 4/10 work week and odd work week.

2. No work week will include both weekend days as a workday for any employee except on a voluntary basis. A schedule may indicate Sunday as the first day of the work week or Saturday as the last day of the work week, but under no circumstances will any employee be assigned a regular work week which includes both Saturday and Sunday.

3. At such time as a vacancy exists or a new shift/work week becomes available, volunteers will be solicited from all applicable employees prior to the filling of the positions. Where more volunteers are available than open positions, seniority and qualifications shall prevail among the applicable employees.

   Where there are no volunteers or not enough volunteers to fill the openings, the positions will be filled by reverse seniority. Temporary employees will, when applicable, be assigned to the second shift.

   When a tie occurs, employee preference for shifts and days off shall be as follows:

a. Date of entry into classification.

b. Date of entry into employment with the Board.

c. Last four digits of the employee's social security number.

4. Any/all shift differential or shift bonus currently in effect will continue during the life of this Agreement.

5. The reassignment of permanent leadmen and foremen shall be based on their seniority within said job classification.

6. The Maintenance Department will prepare and post a listing of all employees within the specific groups (i.e., North, Central, South, District, etc.) indicating their name, classification, craft seniority date, shift and days off. This listing will be updated each ninety (90) days.

## E. APPRENTICES

The District is committed to maintaining a viable apprentice program. The program will be maintained at a level of a minimum of five (5) apprentices based on the existence of available funded vacant positions. The number of apprentices in the program will increase/decrease based on available funding. The District shall meet with the Apprenticeship Committee in the month of May/June to review the feasibility of funding for the apprentice program for the following school years.

1. The selection of Apprentices will be determined in accordance to the established Certified Trades Register as established by the Joint Apprentice Committee, School Board of Broward County, Florida/FOPE (Facilities Service, Maintenance & Transportation, Security Specialists).

2. Candidates will be selected based upon the register of Apprentices established through the interview process. Current advertising procedures will include:

   (a) Must meet all qualifications as advertised.

   (b) Must meet all testing requirements as approved by the Joint Apprentice Committee.

3. The selection of Apprentices will be determined by utilizing said register.

4. Once the register for a specific trade has been depleted of eligible apprentice candidates, an updated and newly established register for the specific trade(s) will be developed utilizing advertising criteria only when a trade(s), vacancy(s) exist, and has been approved by the School Board, as stated in Number 2.

## F. TEMPORARY SHIFT (MAINTENANCE)

Employees shifts, by either department or crafts, may be changed to accommodate a true need of the school district. Upon five (5) calendar day notice, a shift may be changed for a period not to exceed thirty (30) calendar days. If in the event of an emergency (fire, vandalism, storm, etc.), shifts may change without notice and shall be for any period of time. These temporary shift changes shall not be arbitrary or capricious.

## G. STEP PLACEMENT

When an employee accepts a position within the bargaining unit that has a higher beginning and ending salary than the position they are currently in, they shall be placed on the closest step of the new pay grade that represents a salary increase. However, this procedure shall not be used for positions where step advancement is based on test or certificate qualifications. When an employee applies for and accepts a position that has a lower beginning and ending salary than the position they currently hold, the employee will be placed on the same step that they held in the higher classified job.

## H. TRANSPORTATION RESIGNATION IN GOOD STANDING

Transportation employees who resign in good standing with a satisfactory evaluation, if re-employed within one (1) year from the effective date of resignation, shall retain their unused/unpaid accumulated sick leave earned and their seniority for the purpose of route bidding, trip assignment and the step placement prior to resignation. Such an employee's salary shall be in accordance with the current salary and the step in effect for the position to which the person is being re-employed.

The returning employee shall serve a sixty (60) day probationary period and will not be able to use sick leave until the completion of the probationary period.

The Director of Student Transportation & Fleet Services may recommend a waiver of probation or a reduction in the probationary time period. Such written recommendation shall be sent to the Director of Talent Acquisition

& Operations-Non-Instructional who has the authority to approve or disapprove the recommendation.

## I. HARDSHIP TRANSFERS

An employee may submit a written request for a hardship transfer to their Director/Designee any time after January 1 for the following school year. The employee may request and specifically list up to two (2) terminals/areas/schools to which they may wish to transfer. The Director/Designee shall forward all such requests to the appropriate transportation–terminal supervisor/Administrator. Employees who have received an "Needs Improvement" or "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for a transfer. For this section, a "hardship" shall be a situation when an employee has completed a year of service with the district. "Hardship" shall be defined as:

1. An employee traveling 20 miles or more one-way by the most direct route from their residence to the assigned work location. The employee shall provide confirmation of eligibility, along with the application, using any nationally recognized navigation/route finder such as, but not limited to, American Automobile Association (AAA); Mapquest.com or other such nationally recognized Internet-based program.

   OR

   Has a serious medical problem which can be substantiated by a licensed physician, or a personal problem which is substantiated by a written explanation as determined by the Superintendent to be acceptable. Such written explanation shall be included with the transfer request.

2. An employee who meets the "hardship" definition will be guaranteed an interview for a Board advertised vacancy, in the same classification, at one (1) of the two terminals/areas/schools the employee selects. However, a terminal transportation supervisor/Administrator shall not be required to interview more than the three (3) most senior "hardship" qualified employees bi-annually.

3. Hardship transfer must be approved in writing by the Director/Designee prior to the employee actually transferring.

4. A Transportation employee's route and route time is not guaranteed upon approval of a hardship transfer.

5. Absent extenuating medical circumstances, an applicant with documented attendance and/or performance deficiencies within a twelve-month period of the application shall be ineligible for a hardship transfer.

6. All things being equal in the interview process, the order of consideration afforded to employees shall be as follows:

   a. A transfer for medical reasons
   b. A transfer request from the night to the day shift
   c. A transfer request as outlined in I (1) regarding mileage.

J. A joint committee will be established to review and recommend modifications to the rules and penalties for the transportation employees on a yearly basis. The committee shall consist of five (5) Federation of Public Employees' members from each area of the Student Transportation & Fleet Services Department and the Federation Representative and five (5) Management Representatives.

## ARTICLE 13
## SAFETY AND UNIFORMS

A. Any employee who observes a condition which they consider to be unsafe shall report the same to their immediate supervisor.

B. **Tools/Uniforms/Laundering:**

1. During the term of this Agreement employees shall furnish such personal hand tools as may be required by their trade and job upon being advised by the appropriate administrator. All other tools shall be furnished by the District at no cost to the employee.

2. The District agrees to replace tools listed on employees' approved tool list that are unintentionally broken or damaged and tools stolen in the course of employment (including toolboxes) with tools of equal or superior quality when such theft is not due to the employee's negligence provided the total cost of such replacements shall not exceed nineteen thousand ($19,000) dollars. The District shall establish procedures for employees to comply with this provision. The District shall furnish the FOPE with such established procedures and any/all changes. Any individual submitting a fraudulent claim under this provision shall be subject to disciplinary action up to and including termination.

3. As a convenience and for health/safety reasons, the District shall make uniform/laundry services available at the work sites for employees. The costs for such uniform/laundry services shall be wholly charged to the participating employee by means of payroll deduction. Such services shall be provided via the bid process approved by the Purchasing Department and consistent with Board Policy and state law. Said uniforms shall be either long sleeved or short sleeved, at the employee's discretion.

C. Transportation employees will be required to follow a uniform dress code for the regular school year and during summer sessions, as established by the Student Transportation & Fleet Services Department Director and the Federation of Public Employees. The FOPE representatives will meet with the Director of Pupil Transportation to provide input and recommendations on the uniform dress code that must be signed by both parties and distributed to the transportation employees.

Under no circumstances will an operator or attendant be permitted to wear clothes other than the uniform dress code. Operators must wear shoes

that are considered safe as determined by the Student Transportation & Fleet Services Department.

D. Maintenance/Facilities Service employees shall report for work attired in clothing appropriate to their work location. Employees shall not be permitted to wear shirts with slogans or advertisements, tank tops, cutoffs, bathing suits, or jams. Denim, athletic coaching shorts or the equivalent, and/or painter's shorts may be worn in classifications deemed appropriate by the supervisor. If the supervisor determines that a safety hazard may exist, shorts will not be permitted. In extreme situations, the Board may require additional safety equipment and/or clothing.

E. Security Specialists, Campus Monitors, and Armed Safe School Officers shall wear polo-type shirts, pants, or shorts provided by the Board. The District shall allow three (3) FOPE designated bargaining unit members to participate and provide input prior to enduring the selection of Security uniforms and/or equipment. Each school year, the Board shall provide three (3) performance polo-type shirts to all Security Specialists, Campus Monitors, and Armed Safe School Officers for identification purposes. The shirt may bear the name or logo of the Board on the front, in addition to a badge embroidered on the shirt and SCHOOL SECURITY across the back. Each school year, the Board shall additionally provide two (2) pants to all Security Specialists, Campus Monitors, and Armed Safe School Officers. One (1) set of issued shorts shall be provided to those employees requesting them. There shall be no cost to the employee for the shirts, pants, or shorts. High heels, sandals, flip-flops, and open toe shoes are prohibited. When wearing shorts, Security Specialists, Campus Monitors, and Armed Safe School Officers shall wear: (i) closed toe, low heeled shoes that fully enclose the foot and do not rise past the ankle; and (ii) black or white ankle or crew socks (worn no higher than mid-calf). Employees shall not be permitted to wear tank tops and non-issued shorts, pants and shirts. Management retains the right to regulate the events and times where district issued shorts shall not be worn. Security Specialists, and Campus Monitors and Armed Safe School Officers shall be responsible for returning all polo-type shirts, badges, and additional equipment to the Safety, Security, and Emergency Preparedness (SSEP) Department or assigned location prior to separating from employment with the District. Failure to do so may result in a processing delay of the employee's final paycheck. Lost uniform shirts must be promptly reported to SSEP.

F. Walkie-talkie radios shall be made available to night shift Facility Servicepersons assigned to work in portables as well as to the individual in charge (Head/Assistant Head or Leadperson).

G. A pager or beeper will be made available to the individual in charge (head/assistant head or leadperson) of the night shift crew.

H. **INFECTION CONTROL PROGRAM**

1. The School Board shall adhere to all Broward County Department of Public Health postings.

2. All employees shall annually review the video, "Universal Precautions," advised by OSHA, as well as the information packages on asbestos, tuberculosis, pink eye, head lice, mold, mildew, HBV/Hepatitis B and HIV Infection Control provided by Risk Management.

3. Non-sterile disposable vinyl gloves shall be made available to all facilities, maintenance, and security personnel upon request.

4. Free tetanus and Hepatitis B vaccines shall be available to security personnel.

5. Upon request, the District shall make available free HIV test and counseling to any bargaining unit member exposed to body fluids on the job.

I. **Bomb Threats**

Employees shall not return to schools or other employment centers which have been evacuated due to bomb threats until clearance for such return has been given by proper authorities. Employees shall not be required to search for bombs.

## ARTICLE 14
## LEAVES

A. Unit employees shall receive annual leave, holiday leave, sick leave, personal leave, maternity leave, jury duty leave, and temporary duty leave as provided for in this Agreement and in School Board Policy.

B. **HOLIDAYS**

1. Eight (8) paid holidays shall be observed on their respective dates for transportation employees. Transportation employees shall receive their guaranteed hours when observing the holidays listed below:

   Labor Day
   Veteran's Day
   Thanksgiving Day
   Christmas Day
   Martin Luther King, Jr. Day
   New Year's Day
   President's Day
   Memorial Day

2. One hundred and thirty-six (136) paid holiday hours shall be observed only on their respective dates as provided by the Board-adopted calendar for Maintenance and Facilities Serviceperson employees.

3. Security Specialists working on a 199-day calendar shall be entitled to six (6) paid holidays. Armed Safe School Officers (Guardians) working on a 204-day calendar shall be entitled to six (6) paid holidays. Security Specialists and Armed Safe School Officers (Guardians) who are employed on a 244-day calendar are not entitled to holiday pay.

4. In order to be eligible for holiday pay, an employee must have worked the day before and the day after the holiday, unless the employee was on approved annual, sick or personal reasons leave. The School Board, at its option, may request a doctor's certificate to verify the illness.

5. Those employees working a four (4) day/ten (10) hour schedule will receive an eight (8) hour paid holiday as all other maintenance employees. When the holiday falls on a non-scheduled workday, the employees working four (4) day/ten (10) hour schedules will receive their regular forty hours plus an additional eight-hour holiday pay.

When the holiday falls on a regular workday, the employee working the four day/ten-hour schedule will be granted eight hours of holiday pay and offered the opportunity to make up the additional two hours to enable him/her forty hours credit during the work week.

C. **SICK LEAVE**

1. Each full-time permanent employee shall be entitled to thirty-two (32) hours of sick leave as of the first day of employment of each contract year, and shall thereafter earn eight (8) hours of sick leave for each month of employment at the end of that month, which shall be credited to the employee. However, the employee shall be entitled to earn no more than eight (8) hours of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when necessary because of sickness as herein prescribed. If the employee terminates employment and has not accrued the thirty-two (32) hours of sick leave available, the Board shall withhold the average daily amount for the sick leave days used but not earned by the employee. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue.

2. Bus Operators shall earn seven and one-half (7.5) hours of sick leave for each month of employment. Bus Attendants shall earn seven (7) hours of sick leave for each month of employment. When a Bus operator is out sick, the Bus Operator shall be charged seven and one-half (7.5) hours of accrued sick time. When a Bus Attendant is out sick, the Bus Attendant shall be charged seven (7) hours of accrued sick time. Hours for disability claims will be calculated utilizing the same hours per day as sick leave.

   Transportation Specialist, Transportation Trainer, Dispatcher, Relief Operator shall earn eight (8) hours of sick leave for each month of employment at the end of that month. When an employee is out sick, the employee shall be charged eight (8) hours of accrued sick time. Hours for disability claims will be calculated at eight (8) hours per day, the same as sick leave.

3. Sick leave is granted by the Board as a contingency against those occasions when an employee requires time off due to sickness. The School Board allows up to ninety-six (96) hours per year which is considered sufficient for the occasional one (1) day sickness with an opportunity to accrue a bank of time to allow for future catastrophic illness. Sick leave is defined as personal illness or because of illness or death of members of the immediate family. Immediate family is defined as father, mother, sister, brother, spouse, child or other

close relative or member of their household. Sick leave shall not be used as unscheduled vacation time. Any establishment of a pattern or series of absences that occur on a predictable basis shall be considered abuse of sick leave. Such incidents may include, but are not limited to days being used as soon as they are earned, or a series of absences that occur on a predictable basis, which are reported by the employee as being caused by illness (first scheduled shift of the work week, last scheduled shift of the work week, or first shift after a pay day).

4. Employees who are ill and cannot report for work shall contact their principal or supervisor no later than the scheduled start of their workday, excluding bona fide emergencies as determined by the principal or supervisor. Night facilities employees who are ill and cannot report for work shall contact their principal, administrator or supervisor two hours before the start of their shift, excluding bona fide emergencies as determined by the principal, administrator or supervisor. Failure to call and report absences will be an unexcused absence and will be cause for corrective action.

5. Transportation employees who are ill and cannot report for work shall contact their supervisor no later than one (1) hour before the scheduled start of their workday, excluding bona fide emergencies as determined by the supervisor. Failure to call and report absences will be unexcused absences and will be cause for corrective action. Each employee when calling in shall give the principal or supervisor an estimated date of return. The School Board representatives shall not telephone or otherwise interrupt the employee at home during such approved absence.

6. If a transportation employee is absent from work for an extended period of time on official leave (worker's compensation, disability), the Student Transportation & Fleet Services Department will not contact the employee for the purpose of returning until a release form is issued by the employee's physician. Failure to return to work within five (5) working days of said release will result in termination.

7. Any transportation employee on an approved leave or worker's compensation shall be allowed to bid on a route during the bidding process provided they submit a doctor's certificate of their intent to return to work the first day of the school year.

D. **SICK LEAVE BANK REGULATIONS**

1. Member Prerequisites

(a) You must be a full-time employee to participate in the Sick Leave Bank.

(b) You must have worked for the School Board one (1) full year prior to enrollment.

(c) Participating employees must have ten (10) days of sick leave accrual at the time of enrollment in the Bank.

2. General

(a) At the time of the employee's contribution to the Sick Leave Bank, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily base rate of pay when contributed. If the Sick Leave Bank is depleted to a point where only $5,000 or less remain, all members of the Sick Leave Bank shall automatically have another day of sick leave subtracted from their personal accumulated total and transferred to the Sick Leave Bank.

(b) Membership in the Bank is voluntary and revocable upon sixty (60) days written notice to Compensation Department. Days deposited however, shall remain in the Sick Leave Bank even if an employee decides to cease participation in the Sick Leave Bank.

3. Sick Leave Bank Committee - The Committee, comprised of seven (7) bargaining unit employees, shall be appointed by the FOPE for the purpose of administering the Sick Leave Bank. The Committee shall:

(a) Maintain adequate records relative to all functions of the Bank.

(b) Operate the Bank in accordance with Sick Leave Bank administrative rules.

(c) Approve/Disapprove all requests for withdrawal from the Sick Leave Bank.

(d) Establish procedures for record keeping.

(e) Coordinate and authorize the open enrollment each year.

(f) Not grant more sick leave days than are available in the Bank.

4. Withdrawal - In the event of catastrophic illness or injury of a participating member necessitating the employee's absence from work over an extended period of time, a participating member may receive paid leave under the following conditions:

(a) A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the Board related to accident, illness or injury.

(b) The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be fifty (50) days.

(c) Withdrawals shall be in full day units and must be for a minimum of five (5) consecutive days. This may be waived by the Superintendent.

(d) An employee may apply to the Committee for withdrawal in advance of the depletion of such employee's accumulated sick leave and vacation leave, to be granted, if needed, upon such depletion.

(e) All applications for withdrawal shall be in writing and shall be verified by the Committee. All applications shall be accompanied with a certificate of illness from a licensed physician or from the county health officer.

(f) The salary of an employee participating in the Bank will be reduced by any benefits drawn from Worker's Compensation or disability income.

(g) When days are awarded from the Bank, they will be withdrawn at the affected employee's daily base rate of pay.

(h) The Sick Leave Bank shall not be used for the purposes of cosmetic surgery.

(i) The Sick Leave Bank shall be used only for the personal illness or injury of the participating member.

(j) The Sick Leave Bank shall not be used for purposes of elective surgery when such procedures could be safely performed during non-working times.

(k) The Sick Leave Bank may request a second medical opinion at the applicant's expense.

(l) Those applicant's with an undetermined recovery period may be asked to provide the Sick Leave Bank committee with intermittent verification of illness.

(m) The Sick Leave Bank may be used for complications during pregnancy/delivery, but shall not be used for maternity leave. Applicants may be asked to provide additional information to the Sick Leave Bank Committee.

(n) Applications will only be approved for an illness or injury which occurred during that fiscal year (July 1st - June 30th).

(o) Applications for withdrawal can be obtained from the Employee & Labor Relations Department.

5. Maintenance of the Bank

(a) Once the Bank is established, there shall be no requirement for an employee to add additional days to the Bank. However, if the Bank is depleted to a point where only five thousand dollars ($5,000) remain, all members of the Bank shall contribute one (1) day each time the Bank is depleted to this level. The Superintendent may waive or modify this requirement in unusual circumstances.

(b) A participating employee who chooses to no longer participate in the Sick Leave Bank shall not be allowed to withdraw any such leave already contributed to the Sick Leave Bank.

6. Indemnification - All employees who participate in the Sick Leave Bank shall indemnify and hold the School Board and all administrators harmless against any and all claims, demands, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

E. **ANNUAL LEAVE**

1. Transportation employees shall not earn annual leave.

2. Security Specialists assigned to a 199-day calendar, Campus Monitors assigned to a 189-day calendar and Guardians assigned to a 204-day calendar shall not be eligible for annual leave.

3. Maintenance bargaining unit members who are assigned to a 244 or 261-day calendar shall be eligible for annual leave as prescribed below:

(a) Five (5) complete years of service or less 1 day a month.

(b) More than five (5) complete years of service but, less than ten (10) complete years of service = 1.25 days per month.

(c) Ten (10) complete years of service but, less than fifteen (15) complete years of service = 1.5 days per month.

(d) Fifteen (15) to nineteen (19) years of service = 1.75 days per month.

(e) Twenty (20) or more years of service = 2 days per month.

4. At the time of termination for any reason, the employee shall be paid up to a maximum number of four hundred (400) hours of accrued and unused annual leave at the employee's current rate of pay.

5. The District will make every effort to accommodate the needs of the employees' vacation requests. The appropriate administrator and the affected employee will meet and mutually agree upon the requested dates for annual leave and the appropriate administrator shall not unreasonably withhold the employees requested dates for vacation. In the case that the appropriate administrator and the employee cannot mutually agree upon a satisfactory time for the employee to use their annual leave, the matter will proceed immediately to the next higher level of supervision (but not to the Superintendent) for resolution of the dispute.

   Pool Operators shall be given the option to utilize a maximum of forty (40) hours (five (5) successive working days) of annual leave (vacation) during the period May through August 15th each year. Vacation schedules will be assigned in accordance to selection of pool operators with the highest seniority and then scheduled in descending order of seniority.

6. Annual leave shall be defined as vacation of at least forty (40) consecutive hours during each calendar year. This provision may be waived by the Superintendent or designee under unusual circumstances. A vacation request must be requested at least two (2) weeks prior to actual usage of this time. All requests must be approved or disapproved by administration within five (5) business days after the request has been made. For periods of only two (2) or three (3) days usage, the employee must give forty-eight (48) hours notice to annual leave usage. All requests submitted less than two (2) weeks in advance may or may not be approved depending on the objective operational needs of the School Board. Total accrued

annual leave shall not exceed four hundred (400) hours carryover from one (1) fiscal year to the next.

**Physical Plant Operations/Vehicle Maintenance/ETS/BECON/ Warehouse/Administrative Site Operations/Facilities**

For a period of up to one (1) day usage, twenty-four (24) hours notice shall be required. For a period of more than one (1) day usage, and up to two (2) or three (3) days, forty-eight (48) hours notice shall be required.

7. **FACILITES SERVICEPERSONS**

a. Facilities Servicepersons shall be granted a minimum of one (1) week (40 hours) of annual leave per school year.

b. Employees who have accrued 400 hours of annual leave in the previous school year shall be granted annual leave in increments equivalent to all annual leave hours that would be accrued in the current year, i.e. an employee who has accumulated 400 hours of annual leave during the previous year and who accrues one day per month of annual leave shall be granted not less than twelve (12) days annual leave during the current school year. Nothing in this section shall be construed to prevent employees from using annual leave in excess of these amounts during a single school year except that no employee may take more than three (3) weeks of annual leave in any given month without approval by the Superintendent/Designee.

c. Facilities Service Personnel shall not take annual leave during the week before school starts or the first/last week of school each year unless approved by the location administrator.

F. **PERSONAL REASONS LEAVE**

1. Regular full-time bargaining unit members shall be granted up to forty-eight (48) hours each school year for personal reasons, fifty (50) hours for employees working a 4/10 hour schedule. However, such absences for personal reasons shall be charged only to accrued sick leave and leave for personal reasons shall be non-cumulative. Unit members shall not be required to give reasons for personal leave, except that the leave is for "personal reasons."

2. Notification of intent to use personal reasons leave shall be submitted to the Administrator/Principal no later than twenty-four

(24) hours prior to the day the employee wishes to have off except for an emergency as determined by the Principal/Administrator.

3. Personal reasons leave shall not be granted on the day preceding or following a holiday nor during the first or last week of school unless approved by the Principal/Administrator.

4. Bus Operators, Bus Attendants, Security Specialists Campus Monitors, and Guardians shall not be granted personal reasons leave the week prior to or during FSA Testing. This may only be waived by mutual agreement between the affected employee and the Supervisor.

5. Employees intending to use personal reasons leave the day preceding or following a holiday or scheduled day off shall give their Principal/Administrator a minimum of seven (7) workdays advance notice. The Principal/Administrator may deny the employee's request for a personal reasons day; however, such action shall not be unreasonably denied.

G. **UNION/FEDERATION BUSINESS LEAVE**

1. The FOPE On-Site Representatives shall be provided up to a combined total of twenty (20) days of leave without pay for the purpose of conducting FOPE business. The FOPE President or designee shall notify the Employee & Labor Relations Director five (5) working days in advance of the requested leave day. The FOPE President or designee, shall also inform the Employee & Labor Relations Director of the purpose and nature of the leave. No more than three (3) consecutive workdays of leave may be utilized by an employee at one time. This leave must be taken in full day increments.

2. It is understood that such leave shall not be unreasonably denied; however, the School Board may deny the leave at the requested time due to the needs of the employee's work location. If the reasons for the requested leave is to conduct union business that in the opinion of the Superintendent will not benefit the school district, then said leave must have prior approval from the Superintendent and may be denied. Examples of such approved leave requests include, but are not limited to, grievance workshops, negotiations' skills training, membership recruitment seminars, etc. This leave shall not be used by the FOPE for the purpose of campaigning in a representational or de-certification election.

H. Any Bus Operator/Attendant while on an approved leave, disability/workers' compensation, sick and maternity leave, shall have

their routes maintained for sixty (60) working days or the remainder of the school year, whichever is less.

I. Any employee, while on any approved leave excluding vacation, not limited to disability, workers' compensation and sick leave shall not be employed by any other employer. For any violation of this clause, the employee shall forfeit compensation for the time of such leave and shall be subject to disciplinary action up to and including discharge. Exceptions to this section must be made in writing by the employee and approved by the School Board's Risk Management Director.

J. It is agreed and understood that the School Board has no obligation to provide an employee returning from disability leave with a light duty assignment. It is further agreed that the School Board shall not remove an employee from disability leave (not Workers Compensation) for the reason the employee is able to perform a light duty assignment when such assignment does not exist.

K. **UNPAID LEAVE FOR UNION OFFICER**

1. A bargaining unit employee designated by the FOPE shall be granted an unpaid personal leave for the officer's respective term of office. The employee must have a minimum of one full year (186) days of employment to qualify for this leave. The employee may continue to participate in Board insurance programs providing the employee pays the full cost of the insurance. Upon return from such leave, the employee shall be re-employed by the Board in his/her prior job classification, if available, and in the area closest to the employee's home.

2. If no jobs in that classification are available within said area, the employee shall be offered said job classification in the next closest area to the employee's home. If there are no vacancies in the employee's prior classification with the district, the employee shall be offered the next lowest job classification for which the employee is qualified as defined by the Board policy.

L. **ILLNESS IN LINE OF DUTY**

Any permanent bargaining unit employee shall be entitled to illness-in-line-of-duty leave with pay when the employee has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at work. Such leave shall be in addition to any other leave to which the employee may be entitled, and such leave shall not be cumulative. Each employee shall be entitled up to one hundred and twenty (120) hours for the purpose of authorized Workers' Compensation Doctor's visits and

physical therapy. Any employee absent on such leave shall reimburse the Board for any Workers Compensation payments received for the period. Paid holidays occurring during such leave shall not be included in the computation of the number of days with respect to which leave is applicable. A substantiating statement by the employee's authorized Workers' Compensation physician and a corroborating statement by the administrator shall be required prior to approval of said leave, except that the corroborating statement of the administrator may be subject to the grievance procedure.

## M. MILITARY DUTY LEAVE

Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service. An employee returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty, and provided further that the Board shall have up to six (6) months to reassign the employee to duty in the school system.

## N. MILITARY RESERVE LEAVE

Any employee who is a member of a national military reserve unit or National Guard, shall be allowed up to seventeen (17) days of leave without loss of pay or other accumulated leave, when ordered to active duty. An employee required to report for a physical examination under any selective service law, shall be granted leave without loss of pay or other accumulated leave for time required for this obligation.

## O. LEGAL-JURY/SUBPOENAS

Employees shall be granted leave for a legal commitment and shall receive their regular salary while serving as jurors or witnesses under subpoena as per School Board Policy 4402. If released by 12 noon, the employee shall contact his/her administrator for possible assignment that day. Transportation employees shall receive their guaranteed time while serving as jurors or witnesses under subpoena.

## P. BEREAVEMENT LEAVE (SICK LEAVE)

Any employee who suffers the death of an immediate family member shall be granted bereavement leave in the following manner:

1. If the funeral is to be held within 250 miles of the employee's home – the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.

2. If the funeral is to be held more than 250 miles from the employee's home – the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.

3. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant and any other relative residing in the employee's household. Proof of relationship to the deceased may be required.

4. The Board may require proof of death, within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.

5. Bereavement leave shall not affect the employee's perfect/good attendance award.

Q. **SICK LEAVE BUY BACK**

To encourage and reward employees who maintain good job attendance, the parties agree to the following incentive award:

Non-year round employees who utilize two (2) sick leave days or less during each assigned school calendar year and year-round employees who utilize three (3) sick leave days or less during each assigned school calendar year - upon request – shall receive payment for up to eight (8) days of sick leave, provided the employee worked the full assigned calendar year.***** The following procedures apply to the payment of sick leave under this section.

1. An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.

2. The payment of this incentive shall be paid to eligible employees no later than October 31st of the school year following the school year in which the employee qualified for the incentive pay.

3. For purposes of this section, sick leave shall be defined pursuant to all sections of F.S.1012.61.

4. Days for which such award payment is received shall be deducted from the accumulated leave balance.

5. Payment shall be equal to the number of eligible days times the affected employees' daily rate of base pay times eighty percent (80%).

6. Employees must apply for the Sick Leave Buy Back benefit by completing the District-approved form.

*****Employee must not have taken an unpaid leave of absence within their calendar year.

R. Should it be required that an employee be interviewed for a job vacancy during working hours, the employee shall be given time off with pay for said interview. Employees should strive to schedule interviews for their lunch period or after work hours. In the event that an interview extends beyond an employee's regular working hours, the employee shall not be entitled to additional compensation.

## ARTICLE 15
## INSURANCE

A. **INSURANCE**

1. Employees who are eligible for fringe benefits shall have access to the Cafeteria Plan established by the School Board without cost to the District.

2. Benefits start the first of the month after ninety (90) days as a permanent employee.

3. The District shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1¼) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars ($1,000), and subject to a minimum of seven thousand dollars ($7,000) and a maximum of fifty thousand dollars ($50,000). The employees shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars ($1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy provided by the District.

   Each employee may also, at the employee's expense through a direct pay method, to convert the Group Term Life Insurance to an individual life insurance policy upon retirement or termination of employment in accordance and subject to the provisions of the group life insurance policy.

4. ~~**HEALTH &**~~ **DENTAL & HEALTH INSURANCE:** The District shall pay the following premiums for individual employee's health and dental insurance for the life of this contract.

   a. For employees that elect dental insurance, the District shall provide a maximum of $10.80 per month toward the elected dental insurance in accordance with the term and schedule of benefits currently in effect.

   b. The District agrees to pay 100% of the cost of the health insurance premium equivalent for employee-only coverage for the ~~three (3) Premier Plus Plan, Premier Plan, and~~ Premier Choice Plan. Employees will also have the option ~~for~~ the

~~selection of~~ to select the Premier Plus ~~and~~ or the Premier Plans, to include employee contributions, through payroll deductions. Employees will continue to pay the cost of the health insurance premium for any coverage selected, other than employee-only coverage.

In addition to the District agreeing to pay 100% of the cost of the health insurance premium for employee-only coverage for the Premier Choice Pan, the District will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs in the District and the employees who join the enhanced primary care provider. There will be no additional cost to the employee in connection with signing up with any such enhanced primary care provider the District contracts with.

For future plan years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of group insurance program within the General Fund in a manner that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year) shall be placed in a reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

c. Either party may demand negotiations through the Superintendent or designee to amend benefit levels for the specific purpose of cost containment, (e.g., co-payments, deductibles, etc.) or benefit improvements or premium contributions.

All new employees may elect to enroll in a District offered ~~plan of their choice subject to conditions for enrollment in such plan.~~ Premier Choice plan for the first three (3) years of employment, if they do not voluntarily decline such insurance. Thereafter, the employee may elect to remain in the Premier Choice plan or elect a different Medical plan during the upcoming Open Enrollment period, effective for January 1st of the following year.

d. Benefit levels, plan design, cost containment for the plan, premium contributions and benefit improvements will be reviewed annually by the Superintendent Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory Committee will make recommendations to the Superintendent about benefit levels, plan design, cost containment for the plan and benefit improvements. Either party may demand negotiations through the Superintendent or designee to amend benefit levels, plan design, cost containment for the plan and benefit improvements or premium contributions.

e. An employee eligible for health insurance may voluntarily decline such insurance. Beginning in the 20~~1~~2~~2~~4 Open Enrollment Period, an employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period ~~each year~~. ~~Employees shall be responsible to maintain proof of continuing medical insurance.~~ Employees choosing not to participate in the School Board of Broward County's medical health insurance program shall receive ~~be reimbursed at a rate of seven hundred fifty dollars and no cents ($750.00)~~one thousand dollars and no cents ($1,000.00) per year (opt-out dollars) only if such proof is provided. If employee does not provide proof of other medical insurance, ~~then~~ the employee will not receive ~~be reimbursed~~ any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

f. During the ~~clearance~~ Benefits Onboarding process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

5. **DISABILITY INSURANCE:** The District shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. Each employee shall have the option, at the employee's expense through payroll deduction to purchase Enhanced Disability Insurance. In computing a bargaining unit member's disability pay, the actual number of workdays shall include all paid holidays.

6. **LIABILITY INSURANCE:** The District shall provide Liability Insurance at no cost to employees in an amount of five hundred thousand dollars ($500,000) for each employee in case of suit arising from or in the performance of the employee's duties.

7. **ANNUITY PROGRAMS:** The District shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.

8. **VISION INSURANCE**: The District shall provide without cost to employee a vision insurance program in accordance with the terms and benefits provided in the summary plan description.

9. The Board and the FOPE agree that the Insurance Article shall annually be subject to negotiations.

10. **FOURTH TIER:** The parties agree to eliminate enrollment in the fourth-tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the School District ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.

B. **CAFETERIA PLAN**

1. Employees who are full-time bargaining unit members including those on Board-approved leave but excluding those on sick leave or disability leave shall have access to the "Cafeteria Plan" established by the Board. Part-time unit members and members on unpaid Board-approved leave are not eligible to participate in the plan. The following criteria shall apply to the granting of cafeteria insurance benefits:

2. The District will provide twenty-five dollars and zero cents ($25.00) per month not to exceed $300 per employee per school year.

Employees hired after the commencement of the school year shall receive twenty-five dollars and zero cents ($25.00) per month for each full month of employment.

3. Employees on a District-paid leave that provides less than 100 (100%) percent salary shall receive a percentage of the twenty-five dollars and zero cents ($25.00) per month cafeteria payment equal to the percentage of their salary while on leave.

4. The specific benefit components of the cafeteria program shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.

C. **RETIREMENT**

Any employee at retirement or their beneficiary if service is terminated by death, shall be provided terminal pay.

1. Such terminal pay shall not exceed an amount determined as follows:

   a. During the first three (3) years of service:

      i. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.

      ii. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.

   b. During the fourth (4th) through (6th) years of service:

      i. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.

      ii. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 40 percent multiplied by the number of accumulated sick leave earned after July 1, 1994.

   c. During the seventh (7th) through ninth (9th) years of service:

i. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.

ii. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

d. During the tenth (10th) through the twelfth (12th) year of service:

i. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days on July 1, 1994.

ii. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 50 percent multiplied by the number of days accumulated sick leave earned after July 1, 1994.

e. During and after the thirteenth (13th) year of service:

i. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.

ii. The affected employee's daily rate of pay at the time sick leave is earned* multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

f. No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This agreement requires the retiring Board employee to seek, accept and cash the first retirement benefit check issued by the Florida Retirement System. The employee must qualify for "normal retirement" which under this policy shall mean retirement under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

*Note: At the time sick leave is earned shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

**ARTICLE 16**
**WAGES AND SALARY**

A. Employees who are employed in the bargaining unit in an active status as of the date of Board approval of this Agreement will receive as follows for each:

For the 2025-2026 school year, there will be no salary increases, bonuses, step increases, or any other increases to employee compensation. For sake of clarity, the Referendum Supplement referenced in section G of this Article shall remain in effect in accordance with the terms provided therein.

~~For the 2024-2025 school year, bargaining unit employees who are in an active status of the date of Board approval, shall receive a 3.0% increase to base pay effective July 1, 2024, except as otherwise indicated below. In the event that additional funding becomes available for the 2024-2025 school year, the parties agree to reopen for wages only.~~

**MAINTENANCE:**

**FACILITIES SERVICE:**

**SECURITY:**
~~Campus Monitors shall maintain the same minimum range for all new employees.~~

~~Security Specialists shall receive one step. Security Specialists on the top of the steps will receive the equivalent 3% as a one-time payment.~~

~~Armed Safe School Officers will receive a 1% increase to their base rate and also advance one step. The starting salary step will remain at Step 0.~~

**TRANSPORTATION:**
~~Effective the date of school board approval, the starting rate of pay for Bus Operators will be increased to twenty-one (21.00) an hour.~~

~~Effective the date of Board approval, the salary hourly rate for Bus Operators currently place on step 1 through step 5 on the salary schedule will be adjusted as follows:~~

| **STEP** | **~~Current Salary Rate~~** | **New Current Salary Rate** |
|---|---|---|
| 1 | | $21.00000 |
| 2 | | $21.75000 |

| | | |
|---|---|---|
| 3 | | $22.50000 |
| 4 | | $23.75000 |
| 5 | | $25.00000 |

~~Effective July 1, 2024, the salary hourly rate for Bus Operators currently placed on step 6 through 7 on the salary schedule will be increased as follows: Step 6 - $27.500000 and Step 7 - $29.00000.~~

~~Effective July 1, 2024, the salary hourly rate for Bus Attendants currently placed on step 1 through step 4 on the salary schedule will be increased as follows: Step 1 - $17.00000; Step 2 - $19.25000; Step 3 - $21.75000; Step 4 - $24.25000.~~

~~For the 2024-2025 school year only, the District will provide a $1,000 sign-on bonus for newly hired employees.~~

The Board reserves the right to establish and maintain and/or abolish positions defined as "leadperson." Such "leadpersons" rate of pay will be no greater than thirty-five ($.35) cents per hour above that of the highest paid unit employee in the classification which he leads. When, in the opinion of the Board, new job classifications are needed, job descriptions for such new classifications shall be prepared by the Board and copies furnished to the FOPE.

C. 1. Step advancements shall occur only when negotiated between the parties.

2. All **retroactive** wages due under the terms of this Agreement shall be paid no later than thirty (30) days after Board approval of this Agreement.

3. Retroactive wages include wages earned at the employee's straight rate of pay as well as wages earned at the employee's overtime rate of pay for job #1.

4. Summer school will be paid at the rate of the previous school year.

5. The parties agree that employees shall be compensated in accordance with the salary schedules attached hereto.

**Hazardous Duty Pay for BECON:** Employee assigned to BECON in the classification of Electronic Technician and Heavy Equipment Operator shall receive hazardous duty pay in the amount of $0.25 per hour additional compensation added to their base pay amount.

6. For maintenance and facilities service employees, the actual step numbers listed in the Collective Bargaining Agreement may differ on the PAF (Personnel

Action Form) and in payroll due to computer programming; however, the salary is the same.

7. **Security Supplement**

For the 2022-2023 school year Security Specialists, Campus Monitors, and Armed Safe School Officers assigned as "Floaters" shall receive an annual supplement of $750.

8. **Bus Operators and Attendants Training Wages**

Bus Operators and Attendants in training shall be paid at the minimum wage rate. The drivers who are trained by the District are required to remain continuously employed with the Student Transportation & Fleet Services Department for a period of one (1) year after the final date of bus operator training, otherwise they shall reimburse the District all monies earned during said training. This provision shall not apply to employees who are terminated during their probationary period.

9. **Crowd Control**

Security Specialists, Campus Monitors and Guardians performing their crowd control duties shall be paid in accordance with the Fair Labor Standards Act.

10. **Armed Safe School Officer Resignation in Good Standing**

Armed Safe School Officers who resign in good standing, if reemployed within two (2) years from the effective date of resignation and hold the required certification shall be placed on step 1.

**D. SALARY PAYMENTS:**

For payroll purposes, the work week shall be defined as Monday through Sunday. In any school year, the net pay amounts on the first and last paychecks of the year may vary. Guardians, Campus Monitors and Security Specialists working less than a 244-day calendar shall select one of the following salary payment options:

1. **Year-round pay:** Employees selecting this option shall determine the dollar amount to be deducted from their bi-weekly paychecks to cover the summer paychecks. Employees choosing this option shall be paid via direct deposit into the employee's bank, savings and loan institution, or credit union account. Employees shall also have the option of selecting the number of

summer pays to be received during the summer months. No deductions for health insurance, union dues, or TSAs shall be made from summer payments. Newly hired employees who are hired after the close of the enrollment period for this payroll option who desire year-round pay must make this selection at the time of employment.

OR

2. **Contractual pay (No summer paychecks):** The employee's salary shall be paid in bi-weekly payments throughout the contractual year. Beginning on July 1, 2006, the bi-weekly pay amounts shall be equalized except for the first and last pay period in the contract year. Under this plan, the employee's salary will be paid in full by the conclusion of his/her calendar and the employee shall not receive summer pay checks. This selection shall be the default selection for employees who fail to make a selection during the payroll options period and shall be paid via direct deposit to the financial institution of the employee's choice.

OR

3. **Summer Savings Account:** The employee's salary shall be paid in bi-weekly direct deposit payments throughout the contractual year. Beginning on July 1, 2006, the bi-weekly pay amounts shall be equalized except for the first and last pay period in the contract year. Under this plan, the employee's contract will be paid in full by the conclusion of his/her calendar. The employee will have the option to open a summer savings account at the financial institution of his/her choice at any time during the fiscal year and may opt to have the deduction amount of his/her choice paid into the summer savings account.

Employees shall be eligible to change options once annually prior to the beginning of each fiscal year. Employees will not be allowed to change options during the course of a fiscal year.

Transportation employees who work less than a 244-day calendar shall have the opportunity to participate in the Summer Savings Option.

It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed sixty (60) days from the date of Board approval.

## E. DIRECT DEPOSIT:

Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. Direct deposits shall be deposited in no more than two direct deposit accounts. Employees shall be required to have their salaries paid via direct deposit, no later than July 1, 2007, to the financial institution of their choice or via payroll card.

## F. SECURITY SPECIALIST CAREER INCENTIVES

1. Employees shall be eligible for a career incentive payment on the employee's anniversary date. Effective July 1, 2007, eligible employees shall be identified on a quarterly basis for the fiscal year. One (1) lump-sum payment, less applicable taxes and/or deductions shall be made no more than thirty (30) days from the quarterly report to each eligible employee identified within a respective quarter. Employees shall be compensated according to the schedule listed below:

| | | | |
|---|---|---|---|
| a. | Completion of 5th year | = | $500.00 |
| b. | Completion of 10th year | = | $1,000.00 |
| c. | Completion of 15th year | = | $1,500.00 |
| d. | Completion of 20th year | = | $2,000.00 |

2. **Security Specialist Trainer Incentive**

Security Specialists who provide training during the sixteen (16) hours of Security Specialist training and the eight (8) hours of Campus Monitor training, as set forth in Article 14, Section A, of this Agreement, will receive a pay supplement of ten ($10) dollars per hour for every hour that they provide training. The pay supplement is available to a maximum of seven (7) trainers and for each trainer, up to a maximum of twenty-four (24) hours.

G. **Referendum Funds:** For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, all bargaining unit employees in the FOPE 4 bargaining unit whose effective start date is on or before July 1st, of each of the school years covered by this MOU, will receive a Referendum Supplement equal to five and one-half percent (5.5%) of base salary. Newly hired employees after the commencement of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplements.

The Referendum Supplement proceeds will be effective July 1st of each respective school year covered by this MOU. This Supplement will continue to be an aggregate amount equal to five and one-half percent (5.5%) of the base salary of those employees, inclusive of fringe expenses.

Referendum Supplements are pensionable and shall be paid in equal installments per pay period for the employee. Employees who separate from employment before the end of the next fiscal year shall receive a pro-rata portion of the Referendum or Equity Supplements commensurate with the portion of the year actually worked by the employee.

In the event that SBBC collects additional Referendum Funds for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, the parties will

agree on a distribution of said additional funds to eligible employees in the FOPE 4 bargaining unit annually.

H. **FACILITIES SUPPLEMENTS:**

Supplements may be paid to employees, in accordance with this provision, where the employee is the person principally assigned to the duty and the duty is performed, at least in part, beyond normal working hours. Upon the written recommendation of the principal, an employee shall receive a supplement in accordance with this Article.

The supplemental positions listed for bargaining unit employees shall be posted prior to the ending of each school year. The positions shall first be offered to any bargaining unit member, with preference given to the most senior bargaining unit member at the work location.

1. Textbook Chairperson

   (Based on student population of October FTE count)

| Number | Supplement |
|---|---|
| | |
| 1-6 | $359 |
| 7-12 | $717 |
| above 12 | $1076 |

2. Non-Specific Supplement $312-$625
   (Discretion of Administration)

3. Bus Duty

| Number | Supplement |
|---|---|
| | |
| 1-6 | $359 |
| 7-12 | $717 |
| above 12 | $1076 |

4. Facilities employees performing the same supplemental duties as teachers shall receive the same compensation for the respective supplemental position contained in the supplemental pay schedule of the Broward Teachers Union bargaining Agreement. Employees performing supplemental duties that are less responsible in nature than the full duties of the supplemental position shall receive a non-specific supplement.

# BUS OPERATORS
# ~~2024-2025~~ 2025-2026 SALARY SCHEDULE

| STEP | HOURLY RATE |
|---|---|
| 1 | $21.00000 |
| 2 | $21.75000 |
| 3 | $22.50000 |
| 4 | $23.75000 |
| 5 | $25.00000 |
| 6 | $27.50000 |
| 7 | $29.00000 |

Employees holding the positions of Bus Operator - Transportation Dispatcher, Bus Operator - Transportation Trainer, Bus Operator - Transportation Specialist, or Bus Operator - ESE Transportation Trainer will be paid at the top step of the Bus Operator salary schedule plus $.40/hour.

~~For 2024-2025 school year only, the District will provide a $1,000 sign-on bonus for newly hired employees~~.

~~For the 2024-2025 school year, Bus Operators who are in an active status as of the date of Board approval, who are on steps 1-5 their base hourly rate will be increased to step 1 $21.00, step 2 $21.75, step 3 $22.50, step 4 $23.75 and step 5 $25.00, effective the date of board approval.~~

~~For the 2024-2025 school year,Bus Operators who are in an active status as of the date of Board approval, who are on steps 6-7 their base hourly rate will be increased to $27.50 and $29.00 respectively effective July 1, 2024~~.

**Referendum:**
For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, eligible employees whose effective start date is on or before July 1st of each year, will receive a Referendum Supplement equal to 5.5% of base salary effective July 1st of each of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years.

# BUS ATTENDANTS
# ~~2024-2025~~ 2025-2026 SALARY SCHEDULE

| STEP | HOURLY RATE |
|---|---|
| 1 | $17.00000 |
| 2 | $19.25000 |
| 3 | $21.75000 |
| 4 | $24.25000 |

Bus drivers and attendants shall be employed for 180 driving days or the 180 day student calendar plus four (4) paid planning days and eight (8) paid holidays. Drivers in training shall be paid the Florida minimum wage hourly rate. Drivers and attendants on probation shall be paid at Step 1.

~~For the 2024-2025 school year, Bus Attendants who are in an active status as of the date of Board approval, who are on steps 1-4 their base hourly rate will be increased to step 1 $17.00, step 2 $19.25, step 3 $21.75, and step 4 $24.25 effective July 1, 2024.~~

**Referendum:**
For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, eligible employees whose effective start date is on or before July 1st of each year, will receive a Referendum Supplement equal to 5.5% of base salary effective July 1st of each of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years.

**Maintenance and Operations Department**
**Facilities**
**~~2024-2025~~ 2025-2026 Salary Schedule**

| Facilities Personnel | MIN | STEP AND HOURLY RATE | | | | | | | | | | Max |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Assistant Head Facilities Serviceperson (High School & Vocational Centers) | $21.84188 | $22.18609 | $22.53588 | $22.89134 | $23.25258 | $23.61967 | $23.99273 | $24.37185 | $24.75712 | $25.14864 | $25.54652 | $30.46790 |
| Assistant Head Facilities Serviceperson (Elementary, Middle School & Exceptional Child Centers) | $20.61073 | $21.01331 | $21.42400 | $21.84296 | $22.27039 | $22.70640 | $23.15120 | $23.60500 | $24.06792 | $24.54017 | $25.02196 | $30.04117 |
| Building Operations Supervisor (High School) | $30.61861 | $31.01218 | $31.41093 | $31.81489 | $32.22416 | $32.63881 | $33.05890 | $33.48449 | $33.91569 | $34.35253 | $34.79512 | $39.53391 |
| Head Facilities Serviceperson (Middle, Exceptional Child Center) | $23.46448 | $23.82402 | $24.18925 | $24.56023 | $24.93706 | $25.31981 | $25.70860 | $26.10351 | $26.50464 | $26.91208 | $27.32596 | $32.21959 |
| Head Facilities Serviceperson (High School & Vocational Center) | $25.08429 | $25.44991 | $25.82098 | $26.19760 | $26.57986 | $26.96785 | $27.36162 | $27.76127 | $28.16692 | $28.57862 | $28.99650 | $33.85303 |
| Head Facilities Serviceperson (Elementary School) | $22.78958 | $23.13982 | $23.49560 | $23.85703 | $24.22415 | $24.59709 | $24.97591 | $25.36072 | $25.75162 | $26.14871 | $26.55208 | $31.45421 |
| Head Facilities Serviceperson (Grounds & Minor Repair Elementar | $24.49933 | $24.85932 | $25.22473 | $25.59566 | $25.97219 | $26.35440 | $26.74236 | $27.13617 | $27.53594 | $27.94174 | $28.35367 | $33.22003 |
| Head Facilities Serviceperson (Grounds & Minor Repair - Middle) | $24.78432 | $25.14474 | $25.51055 | $25.88184 | $26.25866 | $26.64109 | $27.02925 | $27.42319 | $27.82300 | $28.22880 | $28.64065 | $33.49990 |
| Facilities Serviceperson (Days) | $15.83625 | $16.15298 | $16.47603 | $16.80556 | $17.14166 | $17.57020 | $18.09732 | $19.24779 | $20.05433 | $20.89588 | $21.77397 | $27.28672 |
| Facilities Serviceperson & Grounds Maintenance | $17.51019 | $18.01813 | $18.54136 | $19.08033 | $19.63551 | $20.20742 | $20.79655 | $21.40341 | $22.02854 | $22.67250 | $23.33583 | $28.58330 |
| Pool Operator | $17.51019 | $18.01813 | $18.54136 | $19.08033 | $19.63551 | $20.20742 | $20.79655 | $21.40341 | $22.02854 | $22.67250 | $23.33583 | $28.58330 |
| School Site Repairperson | $18.86003 | $19.59394 | $20.35739 | $21.15160 | $21.97780 | $22.83728 | $23.73136 | $24.66144 | $25.62900 | $26.63553 | $27.68257 | $33.22004 |
| Yardperson | $16.26533 | $16.97368 | $17.71417 | $18.48820 | $19.29733 | $20.14312 | $21.02725 | $21.95145 | $22.91755 | $23.92744 | $24.98310 | $30.60034 |

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

DUAL SITE WORKERS and the night floor crew in specific classifications will make $0.50 per hour more than the base hourly rate of their classification.

NIGHT DIFFERENTIAL - All personnel who work the majority of their shift after 1 p.m. (local time) will be paid $0.35 per hour night differential over their hourly rate. No adjustments will be made for temporary summer schedules.

PART-TIME PERMANENT EMPLOYEES - Will be paid in accordance with the above salary schedule.

## Maintenance and Operations Department
## Trades Salary Schedule
## ~~2024-2025~~ 2025-2026

| TRADES | II | III | IV |
|---|---|---|---|
| Boiler Mechanic | $28.05715 | $30.57171 | $34.26829 |
| Cafe and Industrial Arts Repairperson | $28.16649 | $30.43809 | $34.14682 |
| Carpet/Flooring Installer (Utilities Serviceperson) | $25.22677 | $27.54695 | $31.08563 |
| Certified Household Pest and Rodent Control Operator | $27.76562 | $30.07366 | $34.00104 |
| Garage Serviceperson | $25.09315 | $27.37688 | $30.98844 |
| Grounds Equipment Mechanic | $26.59944 | $28.87104 | $32.48260 |
| Hardware Mechanic | $28.32440 | $30.59600 | $34.34119 |
| Helper | $22.51786 | $24.06060 | $26.73679 |
| Laborer | $19.65102 | $21.23020 | $23.65131 |
| Laundry Attendant | $18.30264 | $19.44451 | $21.51333 |
| Mail Clerk | $21.04799 | $24.54650 | $28.38886 |
| Mail Service Truck Driver | $23.22242 | $25.33610 | $28.69256 |
| Maintenance Truck Driver | $23.22242 | $25.33610 | $28.89906 |
| Maintenance Truck Driver Heavy | $23.53825 | $25.71267 | $29.10558 |
| General Maintenance and Repairperson | $22.21714 | $24.23890 | $27.38995 |
| Mechanical Insulator | $29.33265 | $32.98067 | |
| Mechanical Plant Operator | $28.93179 | $31.17908 | $34.88783 |
| Musical Instrument Repairperson | $27.04892 | $29.33265 | $32.98067 |
| Musical Instrument Assistant | $22.51786 | $24.06059 | $26.72465 |
| Paint & Body Serviceperson | $21.13302 | $23.30745 | $26.60317 |
| Pest Control Applicator | $22.71222 | $25.14174 | $28.81403 |
| Sewer Mechanic | $28.04500 | $30.29232 | $34.02534 |
| Sign Maker | $30.08581 | $33.74595 | |
| Small Mower Operator | $21.04799 | $23.34389 | $26.72465 |
| Stock Clerk | $24.25495 | $26.51442 | $30.02879 |
| Stock Price and Inventory Clerk | $26.11354 | $28.39729 | $31.98455 |
| Stockroom Assistant | $27.30400 | $29.57561 | $33.24790 |
| Stockroom Serviceperson | $22.71222 | $25.14174 | $28.81403 |
| Surplused Furniture Facilitator | $26.11354 | $28.39729 | $31.98455 |
| Tire Repairperson | $22.14127 | $24.77731 | $28.20665 |
| Tractor-Mower Operator | $22.40852 | $24.99596 | $28.81403 |
| Tree Trimmer | $21.74041 | $23.99987 | $27.41707 |
| Truck Driver | $23.22242 | $25.33610 | $28.89906 |
| Utility Serviceperson; Fire Alarm Inspector; Fence/playground Equip Installer; A/C Coil Cleaner | $25.22677 | $27.54695 | $31.08563 |
| Vehicle Upholstery and Glass Installer | $27.78990 | $30.08581 | $33.74595 |
| Vehicle Upholstery and Glass Installer Trainee | $22.51786 | $25.07258 | |
| | $22.51786 | $25.07258 | |
| Warehouse Records Facilitator | $25.16602 | $27.42547 | $31.03704 |
| Warehouse Section Attendant | $24.25495 | $26.51442 | $30.02879 |
| Warehouse Serviceperson | $22.71222 | $25.14174 | $28.81403 |
| Warehouse Truck Driver | $23.22242 | $25.33610 | $28.89906 |
| Water Treatment Serviceperson | $25.22677 | $27.54695 | $31.08563 |

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

## Maintenance and Operations Department
## Trades Salary Schedule (continued)
## ~~2024-2025~~ 2025-2026

| TRADES - CERTIFICATION LADDER | HOURLY RATE | | | |
|---|---|---|---|---|
| | I | II | III | IV |
| A/C and Refrigeration Mechanic | | $32.42625 | $34.88783 | |
| Carpenter | $29.45738 | $30.59600 | $34.34119 | |
| Electrician | | $32.42625 | $34.88783 | |
| Electronic Technician | | $32.42625 | $34.88783 | |
| Energy Management Systems Technician | | $31.17908 | $34.88783 | |
| Glazier | | $30.08581 | $33.74595 | |
| Heavy Equipment Operator | | $31.81984 | $34.34119 | |
| Mason/Tile Setter | | $32.42625 | $34.88783 | |
| Painter | $28.90150 | $30.08581 | $33.74595 | |
| Pest Weed Control Operator | | $30.59600 | $34.34119 | |
| Plumber | | $32.42625 | $34.88783 | |
| Roofer | | $29.92482 | $33.74595 | |
| Sheet Metal Mechanic | | $30.65757 | $34.32903 | |
| Pump Servicer | | $29.16680 | $30.29232 | $34.02535 |
| Welder | | $30.08581 | $33.74595 | |

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

| TRADES - AUTOMOTIVE & TRUCK MECHANICS | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | I | II | III | IV | V | VI | VII | VII |
| Automotive and Truck Mechanic (Journeyperson) | $32.21148 | $35.43302 | $35.68570 | $35.92573 | $36.24156 | $36.60794 | $36.84797 | $37.23086 |
| Automotive and Truck Quality Control Mechanic | $32.21148 | $35.43302 | $35.68570 | $35.92573 | $36.24156 | $36.60794 | $36.84797 | $37.23086 |
| Paint and Body Mechanic (Journeyperson) | $32.21148 | $35.43302 | $35.68570 | $35.92573 | $36.24156 | $36.60794 | $36.84797 | $37.23086 |

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

Advancement from Step I and Step VIII is set forth in Attachment I, Certification Incentive Program for Automotive Mechanics (Journeyman) and Paint and Body Mechanics

Apprentices complete the program and enter the journeyperson trade at the entry level of the position pursuant to Article 12 B-4.

LEAD PERSON - Hourly rate will be $0.35 per hour more than the base hourly rate paid to the highest paid employee supervised.

NIGHT DIFFERENTIAL - Maintenance personnel starting work after 1 p.m. (local time) will be paid $0.75 per hour night differential over their hourly rate.

PART-TIME PERMANENT EMPLOYEES - Will be paid in accordance with the above salary schedule.

APPRENTICES ALL TRADES - Rate shall be established in accordance with apprenticeship program approved by the Federation and the School Board.

# Maintenance and Operations Department
# Apprentice Salary Schedule
# ~~2024-2025~~ 2025-2026

| APPRENTICE SCHEDULE | HOURLY RATE | | | | | |
|---|---|---|---|---|---|---|
| | 1st Year | 2nd Year | 3rd Year | 4th Year | 5th Year | Journeyman |
| A/C and Refrigeration Mechanic | $24.78886 | $26.44146 | $28.09405 | $29.74663 | | $33.05182 |
| Auto/Truck Mechanic | $24.62468 | $26.26633 | $27.90797 | $29.54962 | | $32.83291 |
| Carpenter | $22.51925 | $24.02054 | $25.52182 | $27.02310 | | $30.02567 |
| Cafeteria & Industrial Arts Repairperson | $22.39370 | $23.88662 | $25.37953 | | | $29.85827 |
| Electrician | $24.78886 | $26.44146 | $28.09405 | $29.74663 | $31.39922 | $33.05182 |
| Electronic Technician | $24.78886 | $26.44146 | $28.09405 | $29.74663 | | $33.05182 |
| Heavy Equipment Operator | $24.32528 | $25.94697 | $27.56865 | | | $32.43371 |
| Mason | $24.78886 | $26.44146 | $28.09405 | $29.74663 | | $33.05182 |
| Mechanical Insulator | $23.32085 | $24.87558 | $26.43030 | $27.98503 | | $31.09448 |
| Painter | $22.09430 | $23.56725 | $25.04022 | | | $29.45907 |
| Plumber | $24.78886 | $26.44146 | $28.09405 | $29.74663 | | $33.05182 |
| Pump Servicer | $22.29712 | $23.78360 | $25.27006 | | | $29.72949 |
| Roofer | $22.87660 | $24.40171 | $25.92681 | $27.45192 | | $30.50213 |
| Sheet Metal Mechanic | $23.43675 | $24.99921 | $26.56167 | $28.12411 | | $31.24902 |

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

## Maintenance & Operations
## Foreman Salary Schedule
## ~~2024-2025~~ 2025-2026

**Hourly Rates**

| Job Class Titles | Job Levels* | | |
|---|---|---|---|
| | 1 | 2 | 3 |
| Foreman-Carpenter | 37.03010 | 37.70556 | 38.38104 |
| Foreman-Carpenter/Mason | 37.62072 | 38.30733 | 38.99395 |
| Foreman-Electrician | 37.62072 | 38.30733 | 38.99395 |
| Foreman-Electronics/Business Machines | 37.62072 | 38.30733 | 38.99395 |
| Foreman-Grounds Equipment Mechanic | 35.02200 | 35.65959 | 36.29717 |
| Foreman-Heavy Equipment Operator | 37.62072 | 38.30733 | 38.99395 |
| Foreman-HVAC | 37.62072 | 38.30733 | 38.99395 |
| Foreman-Irrigation | 36.68885 | 37.35470 | 38.02690 |
| Foreman-Laborer/Truck Driver | 31.15016 | 31.71470 | 32.27921 |
| Foreman-Lawn/Turf | 31.05830 | 31.62108 | 32.18387 |
| Foreman-Lawn/Turf/Painter | 36.38697 | 37.05031 | 37.71365 |
| Foreman-Certified Lawn/Ornamental/Pest Control | 34.48388 | 35.11130 | 35.73873 |
| Foreman-Locksmith | 37.03010 | 37.70556 | 38.38103 |
| Foreman-Maintenance Stockroom | 34.48388 | 35.11130 | 35.73873 |
| Foreman-Maintenance/Electrician | 37.62072 | 38.30733 | 38.99395 |
| Foreman-Mason | 37.62072 | 38.30733 | 38.99395 |
| Foreman-Mechanical | 37.62072 | 38.30733 | 38.99395 |
| Foreman-Painter | 36.38697 | 37.05031 | 37.71365 |
| Foreman-Painter/Mason | 37.62072 | 38.30733 | 38.99395 |
| Foreman-Roofer | 36.38697 | 37.05031 | 37.71365 |
| Foreman-Sheet Metal | 37.01699 | 37.69221 | 38.36742 |
| Foreman-Small Appliances | 36.82010 | 37.49160 | 38.16310 |
| Foreman-Utility Service | 33.51264 | 34.12174 | 34.73085 |
| Foreman-Utility Service/Welder | 36.38697 | 37.05031 | 37.71365 |
| Foreman-Vehicle Maintenance | 38.60508 | 39.31028 | 40.01545 |
| Foreman-Warehouse | 34.48388 | 35.11130 | 35.73873 |

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

| *JOB LEVELS based on a combination of employees supervised and number of trades under supervision as follows: Rate will be consistent with assignment and may change accordingly | |
|---|---|
| **Foreman 1 (Level 1)** | up to 10 employees and one trade under supervision |
| **Foreman 2 (Level 2)** | up to 10 employees and more than one trade under supervision **OR** over 10 employees and one trade under supervision |
| **Foreman 3 (Level 3)** | over 10 employees **AND** more than one trade under supervision |

# FOPE ~~2024-2025~~ 2025-2026 Salary Schedule - Security

**SECURITY SPECIALISTS ~~2024-2025~~ 2025-2026 SALARY SCHEDULE**

| STEP | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|
| HOURLY RATE | $28.94783 | $29.81628 | $30.71075 | $31.63207 | $32.58104 | $33.55847 |

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall advance a step on the salary schedule effective July 1, 2024. Security Specialists on the top step will receive a one-time payment equivalent to 3.00%.~~

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**CAMPUS MONITORS ~~2024-2025~~ 2025-2026 SALARY SCHEDULE**

| | Range | |
|---|---|---|
| | Minimum | Maximum |
| H | $15.37500 | $22.66146 |
| *A | $21,794 | $32,123 |

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024. The minimum starting salary will remain the same.~~

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**ARMED SAFE SCHOOL OFFICER ~~2024-2025~~ 2025-2026 Salary Schedule**

| STEP | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| HOURLY RATE | $18.13623 | $23.59737 | $24.06931 | $24.55070 | $25.04172 | $25.54255 | $26.05339 | $26.57446 | $27.10596 | $27.64807 | $28.20104 |

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall advance a step on the salary schedule effective July 1, 2024. The remaining amount will be spread equally across the salary schedule equivalent to 1.00%.~~

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**BUILDING SECURITY PERSONS ~~2024-2025~~ 2025-2026 SALARY SCHEDULE**

| STEP | II | III | IV |
|---|---|---|---|
| HOURLY RATE | $20.83133 | $22.50536 | $25.07189 |

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

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**DISTRICT SECURITY OPERATIONS CENTER SPECIALISTS ~~2024-2025~~ 2025-2026 SALARY SCHEDULE**

| STEP | II | III | IV |
|---|---|---|---|
| HOURLY RATE | $24.86190 | $26.99952 | $30.31293 |

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

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## ARTICLE 17
## CONTRACTING OUT OF PUBLIC SERVICES

The employer reserves the right to contract out bargaining unit work while recognizing the FOPE'S obligation to preserve regular unit employee's jobs who are presently employed. Should contracting out occur, which displaces regular unit employees currently on the payroll, the employer agrees to notify the FOPE within sixty (60) days before the request to contract which affects regular unit employees, those employees shall be notified and permitted to accept vacant, advertised budgeted positions of the same job classification within the District. The affected employee shall receive two (2) weeks of severance pay. The FOPE reserves the right to appear before the Board and express its position to the Board at the time the Board considers the contracting agenda item.

Should the Board affirmatively act on the request, the obligation of the Board to such displaced employees is contained in Article 8 of this Agreement.

Nothing contained in this Agreement shall be interpreted as a waiver of the Union's right to bargain over the impact of contracting out of public services.

## ARTICLE 18
## DRUG FREE EMPLOYEES

A. The Board has a legal responsibility and management obligation to ensure a safe work environment as well as a paramount interest in protecting the public by ensuring that its employees have the physical stamina and the emotional stability to perform their assigned duties. A basic requirement and/or condition of employment must be an employee who is free from drug/alcohol dependence, illegal drug use, or drug/alcohol abuse.

B. There is sufficient evidence to conclude that the use of illegal drugs, drug or alcohol dependence, and drug or alcohol abuse seriously impairs an employee's performance and general physical and mental health.

C. A Last Chance Agreement for CDL drivers who test positive for drugs and/or alcohol has been negotiated between the parties and is attached as Attachment III.

D. The Board will comply with the United States Department of Transportation (DOT) guidelines for Drug and Alcohol Testing for those employees who are required to undergo random and reasonable suspicion testing in compliance with the DOT regulations. Any violations of this provision shall be subject to the grievance procedure.

## ARTICLE 19
## TOTAL AGREEMENT

A. This Agreement constitutes all agreement between the parties for the terms of this Agreement, and the parties agree no additional negotiations, unless stipulated in this Agreement, will be conducted during the life of this Agreement except by mutual consent of the parties.

B. In the event any provision of this Agreement shall be or become inoperative by reason of any Federal, State, Municipal law, ordinance, or regulation, it shall be superseded by such law, ordinance, or regulation only while such law, ordinance or regulation is in force and the remaining provisions of the Agreement shall not be affected thereby.

## ARTICLE 20
## TERM OF AGREEMENT

A. This Agreement shall be effective from July 1, 2023, through June 30, 2026, at which time it shall expire. No later than May 1, 2026, either party, by written notice to the other, may commence negotiations for a successor agreement.

B. For the ~~2023-2024~~, 2024-2025 and 2025-2026 school year, the parties agree to reopen base salary and insurance. In addition, each party may select up to five (5) issues to reopen. No later than May 1, for each contract year, by written notice to the other, either party may commence negotiations for the reopeners for the ~~2023-2024~~, 2024-2025, and 2025-2026 school years.

C. This Agreement shall be renewed automatically from year to year thereafter unless either party has given written notice of its desire to negotiate revisions in the terms and conditions of the contract.

D. Provisions of this contract shall supersede any related rules or policy previously adopted by the Board, which are consistent with terms and conditions. All prior negotiated agreements and practices between the parties not contained in this contract are null and void.

The School Board of Broward County, FL

Debra Hixon

Chair, Debra Hixon

~~Earlean C. Smiley, Ed.~~ Dr. Howard Hepburn
~~Interim~~ Superintendent of Schools

~~Susan L. Cooper~~ David Azzarito, Chief Negotiator

Federation of Public Employees

02/25/2025

Daniel Reynolds, Division President

# SCHOOL BOARD OF BROWARD COUNTY
# BARGAINING TEAMS

## Chief Negotiator

~~Susan L. Cooper, Director, Employee & Labor Relations~~
David Azzarito, Chief People Officer, Human Resources

## Team Members

Ernie Lozano, Executive Director, Professional Standards & Labor Relations
Romaneir Johnson, CFO, Office of the Chief Financial Officer
Debbie-Ann Scott, Director, Compensation & HRSS
Nickie Farmer, Clerk Specialist B, ~~Employee~~ Professional Standards & Labor Relations
Mauricio Hernandez, Specialist, ~~Employee~~ Professional Standards & Labor Relations
Susan Cooper, Specialist, Professional Standards & Labor Relations

## Transportation

Rolando Alvarez, Executive Director, Transportation & Fleet Services
Vincent Harrell, Supervisor, Transportation & Fleet Services
~~Mark Kaplan, Principal, Coral Glades HS~~
~~Janet Giancarli, Principal, Olsen Middle~~
~~Cynthia Felton, Principal, Virginia Shuman Young Elementary~~
~~Cara Daniel, Principal/Director, Sheridan Technical College~~

## Maintenance

Greg Neiman, Manager, Maintenance
Carl Boucard, Manager, Maintenance
~~Michelle Padura, Principal, Stranahan High~~
~~Dr. Eric Miller, Principal, Banyan Elementary~~
~~Dr. Howard Jones, Principal, Wingate Oaks Center~~

## Facilities

Benjamin Osborne, Manager, Custodial/Grounds Services
~~Mark Howard, Principal, Hallandale High~~
~~Michelle Laurent, Principal, The Quest Center~~
~~Sabine Phillips, Principal, Margate Middle~~

## Security

~~Jaime Alberti, Chief, Safety, Security & Emergency Preparedness~~
Kevin Nosowicz, Chief, Broward County Public Schools Police
Harvey Jacques, Lieutenant, Broward County Public Schools Police
James LaRosa, Director, Safety & Security Operations (Security)
~~Jill Slesinski, Principal, Lauderdale Lakes Middle~~
~~Tara Zdanowicz, Principal, Challenger Elementary~~
~~Ryan Reardon, Principal, Lauderhill 6-12~~
~~Dr. Henry Brown, Principal, Pine Ridge Education Center~~

# BARGAINING TEAMS

## Chief Negotiators

Daniel Reynolds  Carol Nicome-Brady  ~~Linda Lewis~~  Willie Bailey  Jack Marziliano
~~Jim Silvernale...~~Anthony Marciano

## Team Members

### *Transportation*

Juliet Brown
Central West Area

~~Teresa McBride~~
~~Central Area~~

Debbie Hicks
South Area

~~Dorothy Jacobs~~
~~North Area~~

James Boyd
Central Area

### *Facilities Service*

Rosemarie DeFalco
Nob Hill Elementary

Carmen Madrigal-Mora
Central Park Elementary

Charles McClure
Stranahan High

Carl Tomestic
Coral Glades High

### *Maintenance*

William Coyne
District Maintenance

Ronald Haag
District Maintenance
~~(Zone 3)~~

~~Cesar Montoya~~
~~Computer Operations~~

Micheal Williams
District Maintenance

Frank Santarcangelo
District Maintenance

### *Security*

Catalina Bruno
Safety & Security Operations
~~Area 14 – Atlantic Technical College~~

James Polk
~~Equity & Diversity~~
Safety & Security Operations

~~Katrina Smalls~~
~~Safety and Security~~

Wade Aruz
Broward County Public Schools Police

Aurelio Hernandez
Safety & Security Operations

William Truesdale
Safety & Security Operations

**ATTACHMENT I**

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN THE**
**SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**AND THE**
**FEDERATION OF PUBLIC EMPLOYEES**

The Federation of Public Employees and The School Board of Broward County agree to the following Memorandum of Understanding:

*Certification Incentive Program for Automotive Mechanics (Journeyman) and Paint and Body Mechanic (Journeyman)*

The purpose of this program is to encourage and promote the highest standards of truck and automobile service in the Broward County School District through certified testing conducted by the National Institute for Automotive Service Excellence (A.S.E.). This shall be accomplished through the educational Testing Service.

The incentive program is subject to the following criteria:

1) Eligibility — Eligibility for the incentive program is limited to employees in the classification of Automotive Mechanic (Journeyman) and Paint and Body Mechanic (Journeyman).

2) All costs and application requirements associated with obtaining A.S.E. Certifications shall be the responsibility of the employee.

3) Testing

   A) Automotive Mechanic (Journeyman)
      (Only one from each area)
      1. Engines
         T1 Truck Gasoline, T2 Truck Diesel or S2 School Bus Diesel
      2. Drive Train
         T3 Truck Drive Train or S3 School Bus Drive Train
      3. Brakes
         T4 Truck Brakes or S4 School Bus Brakes
      4. Suspension and Steering
         T5 Truck Suspension & Steering or S5 School Bus Suspension & Steering
      5. Electrical Systems

T6 Truck Electrical Systems or S6 School Bus Electrical Systems

6. Heating and Air Conditioning
   A7 Auto HVAC, T7 Truck HVAC or B7 School Bus HVAC

B) Paint & Body Mechanic (Journeyman)
   (Only one from each area)
   1. Painting & Refinishing
      B2 Painting & Refinishing
   2. Non-Structural Analysis & Damage Repair
      B3 Non-Structural Analysis & Damage Repair
   3. Structural Analysis & Damage Repair
      B4 Structural Analysis & Damage Repair
   4. Mechanical & Electrical Components
      B5 Mechanical & Electrical Components or S1 School Bus Body Systems & Equipment
   5. Suspension and Steering
      T5 Truck Suspension & Steering or S5 School Bus Suspension & Steering
   6. Heating and Air Condition
      A7 Auto HVAC, T7 Truck HVAC or B7 School Bus HVAC

4) Incentive level advancement from Level I to Level VII on the salary schedule for Automotive Truck Mechanic and Paint & Body Mechanic shall be as follows:

| | |
|---|---|
| Level I | Probationary Period |
| Level II | 1 Certification |
| Level III | 2 Certification |
| Level IV | 3 Certification |
| Level V | 4 Certification |
| Level VI | 5 Certification |
| Level VII | 6 Certification |

Advancement to a higher incentive level shall occur when proof of certification in a service area is submitted by the employee to the School Board. The effective date of the incentive level advancement shall be retroactive to the date of the test listed on the certification certificate or the beginning of the current fiscal year, whichever date is the most current.

In order to maintain their incentive level pay, Automotive and Paint & Body Mechanics must comply and meet the rectification requirements of A.S.E. Proof of rectification compliance must be submitted by the employee to the Director of Vehicle Maintenance **no later than 60 days** after the expiration listed on their application certification certificate.

5) Automotive Mechanics and Paint & Body Mechanics shall remain at the entry level I during their probationary period.

Once the one-year probationary period has been satisfied, the employee shall be eligible for A.S.E. Incentive advancement. Based on the submitted proof of the certification held. The effective date of the incentive advancement shall be the ending date of the probationary period.

# MAINTENANCE MANPOWER COVERAGE PROCEDURES FOR WEEKENDS AND HOLIDAYS

## Objective

The objective of these procedures is to establish a process within the Maintenance Department to facilitate the assured availability of manpower coverage during weekends and holiday periods within certain trades.

## MANPOWER AVAILABILITY PROCEDURES

1. Employees who are required to work in excess of forty (40) hours in a seven (7) day pay period beginning Thursday through Wednesday, shall be compensated at an hourly rate, one and one-half (1 1/2) times their regular hourly rate.

2. The current Department wide rotary list by trades and employees' seniority dates in their trade will be the basis for assigning coverage during weekends and holiday periods.

3. Using this rotary list, all tradesmen in the following trades will be surveyed to determine whether they desire to participate in the departmental weekends and holidays stand-by process. Those employees who indicate a desire to participate will be included on a Department wide rotary roster for assured weekend and/or holiday period coverage:

   A/C & Refrigeration
   Electrical
   Carpentry
   Plumbing
   Fire Alarm Systems
   Roofing

4. Each weekend and holiday period in each area with District as back-up, employees on the roster will be identified and designated as the Department's stand-by persons in their particular trade in a rotating order as follows:

   (1) Carpenter Journeyman
   (1) Electrician Journeyman
   (1) A/C Refrigeration Mechanic
   (1) Fire Alarm Technician
   (1) Plumber Journeyman
   (1) Roofer Journeyman

5. Maintenance will prepare a schedule for stand-by status quarterly. Adjustment will be made as necessary to ensure accuracy. Copies will be provided to COMPASS and the Special Investigative Unit.

6. If an employee accepts the stand-by status but fails to appear when contacted without first notifying the supervisor in charge, he will be removed from the roster for the remainder of the fiscal year.

7. Employees are currently required to maintain a telephone at their residence and to provide their phone number to the Department. The Department will ensure that each employee on the Stand-by roster is in possession of a working beeper to facilitate proper and timely contacts.

**COMPENSATION**

1. Employees who are placed in a stand-by status for the weekend and/or holiday period will receive no less than three (3) hours at a rate of straight time hourly rate of pay per day, whether called or not. Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours during a given pay period.

2. By written mutual agreement between the employee and the Department, compensatory time may be given in lieu of this stand-by pay at a rate of one and one-half (1 1/2) hours for each hour worked. Compensatory time must be used within thirty (30) days of earning unless an extension is approved by the department's Director.

**DURATION OF STAND-BY STATUS**

1. Weekend stand-by status will include Saturdays, Sundays, and Mondays designated as holidays. Weekend stand-by status shall not exceed three (3) days.

2. During holiday stand-by status, rotation will occur on the fourth day during the holiday period, per the quarterly stand-by schedule.

3. In the event an employee on accepted stand-by status is unable to fulfill this status due to illness, medical emergencies, or other foreseen occurrences, the employee must notify the responsible supervisor and/or administrator immediately.

4. The next person(s) on the roster will be contacted to ensure continuous assured availability of manpower coverage during the period in question. Compensation due will be adjusted accordingly.

5. For the purpose of these procedures, the manpower coverage weekend shall commence at 12:01 AM of the last workday of the week and shall end at 6:00 AM on the next available workday, unless otherwise designated.

**ATTACHMENT III**

**LAST CHANCE AGREEMENT**
**BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY**
**AND**

_____
**EMPLOYEE'S NAME**

THIS LAST CHANCE AGREEMENT AND GENERAL RELEASE, hereinafter referred to as "Agreement," is entered into on this _____ day of _____ between _____ hereinafter referred to as "_____," and The School Board of Broward County, hereinafter referred to as "School Board." "School Board" shall at all times include the School Board, as well as each and every one of its current and former officers, agents, attorneys, employees and officials, in both their official capacities and as individuals, and their successors and assigns.

Under unique circumstances, the employee may be subject to immediate suspension. Pending a recommendation for termination and while on suspension, the employee shall be afforded the opportunity to appeal the recommendation for termination to the Superintendent and President of FOPE. If the employee is not satisfied with the decision rendered during the appeal, the employee shall be afforded all rights under Article Five (5), Grievance Procedure, up to and including Arbitration.

WHEREAS _____, who is employed as a _____ by the School Board.

WHEREAS has been previously advised of School Board Policy 2400 and previously advised of counseling and assistance opportunities available from the Employee Assistance Program and the Member Assistance Program.

WHEREAS has been notified in writing by _____ that he/she has failed a Board provided drug/alcohol test and that he/she is subject to disciplinary actions up to and including immediate termination pursuant to School Board Policy 2400 and a Memorandum of Understanding between the School Board and the Federation of Public Employees dated _____.

WHEREAS the School Board and _____ acknowledge their desire to allow _____ to seek recovery and work as a satisfactory employee of the School Board.

NOW, THEREFORE, in lieu of termination and in consideration of the mutual covenants contained herein, the School Board and _____, intending to be legally bound, do hereby stipulate and agree as follows:

1. All of the above statements are true and correct to the best of the parties' belief and knowledge.

2. For purposes of this Agreement, a positive confirmed test result is defined as one that has been identified as positive on the initial test and is verified using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels prescribed in 49 CFR Part 40 Section 40.29 and in accordance to applicable Federal and State laws.

3. _____, recognizing that being under the influence of drugs/alcohol impedes the ability of an individual to perform duties as a _____ pursuant to the 49 CFR, Part 40 and applicable Federal and State laws agrees that any instance in which he/she fails a Board drug/alcohol test, such test results will constitute a breach of this Agreement and his/her immediate, voluntary and irrevocable resignation shall be by _____ from his/her employment with the School Board.

4. The employee who fails the test required for reasons listed in Section 3 of the attached Memorandum of Understanding shall be referred to a substance abuse professional (SAP). The SAP shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or drug usage.

5. The employee shall also be referred to the Employee Assistance Program (EAP) and shall participate.

6. The employee agrees to enroll in, participate and successfully complete any substance abuse program required by the SAP and the EAP. Failure to enter into and successfully complete the assigned program shall result in the immediate termination of employment.

7. The employee agrees to voluntary submission to random drug/alcohol testing for a period of two (2) calendar years following successful release of any programs as recommended by a Substance Abuse Professional (SAP). Not less than six (6) tests must be taken during the first six (6) month period of each year commencing with the day the employee returns to work with the School Board. A maximum of twelve (12) tests per year can be conducted during the term of this Agreement.

8. The test shall be at the request of the Superintendent or his designee. The random testing date and time shall be solely selected and regulated by the Superintendent, or his designee, and not by the employee.

9. The employee must utilize the testing service selected by the School Board. The expenses of any test shall be borne solely by the employee.

10. The employee shall be required to execute and return to the administrator any and all releases, which may be required by the physician and/or testing laboratory in order to obtain the test results, which will be reported in writing to the Superintendent, or his designee. Any test results shall be available to the School Board, Superintendent, and any employee responsible for personnel actions.

11. The failure of the employee to submit to any request for a medical test, or any test result, shall constitute an irrevocable voluntary resignation from employment with The School Board of Broward County.

12. The employee further agrees that any receipt by the Superintendent/designee of any positive test report and in accordance to applicable Federal and State laws, as defined in 49 CFR, Part 40, indicating substance abuse in any form, including alcohol or cocaine, will be admissible without further authentication in any subsequent administrative/grievance proceeding, including dismissal, and unemployment compensation hearings, as conclusive proof of the employee's voluntary resignation from his/her employment.

13. During _____ enrollment in a Board required substance abuse program, he/she shall be on a leave of absence from the District. He/she is entitled to use any and all available paid leave during this period. The entire cost of the Board specified treatment program will be borne by the affected Employee.

14. If _____ successfully completes the Board stipulated treatment program, he/she shall be reinstated as a probationary employee to the same job classification held at the time of the execution of the Last Chance Agreement along with any and all attendant wages, benefits and privileges and upon the terms and conditions of employment in effect at the time for all other bargaining unit members. _____ shall remain a probationary employee as defined in the School Board's/Federation of Public Employees applicable collective bargaining agreement during the terms of this Last Chance Agreement.

15. Further, the employee understands and agrees that any absences from employment will necessitate a physician's written statement that the absence was not as a result of any substance abuse, including alcohol or cocaine. The refusal of the employee to produce the required written physician's report shall constitute just cause, and grounds for termination of employment with The School Board of Broward County.

16. This agreement shall be for a period of two (2) years, during which time the employee shall violate no law, and shall fully comply with all the rules and regulations of the Board and shall perform his/her assigned duties and responsibilities in a professional manner, to the satisfaction of the Superintendent and the School Board. No employee will be offered or entitled to more than one such Agreement during their employment career with The School Board of Broward County.

17. _____ understands and agrees that any breach of this Agreement or his/her failure to comply with the terms of the Agreement will result in his/her immediate, voluntary and irrevocable resignation, with no right of appeal or any other form of redress either through:

    (1) any provisions of the Agreement between the School Board and the Federation of Public Employees.

    (2) the Florida Administrative Procedure Act, (Ch. 120, Fla. Stat.); or

    (3) any other provisions under law, or in equity, or in any other manner whatsoever.

18. This Agreement operates as a General Release, which includes but is not limited to, any claim or claims arising under federal, state or local laws, prohibiting discrimination or claims growing out of the Superintendent's right to discipline and direct employees, including grievances and claims under:

- 42 USC 1981, 83;
- Title VII of the Civil Rights Act of 1964;
- The Equal Pay Act of 1963;
- The Civil Rights Act of 1991;
- The Civil Rights Act of 1866;
- The Rehabilitation Act of 1973;
- The Americans with Disabilities Act;
- The Florida Human Rights Act;
- The Public Employee Relations Act;

- The Employee Retirement Income Security Act of 1974; and

- Any other federal or state statute or local ordinance or law which may apply to civil rights or employment discrimination of any kind or nature; and
- Tort claims of every kind, including, but not limited to defamation, intentional infliction of emotional distress, loss of consortium, interference with business relations, etc.

The above list is intended to be illustrative and not all-inclusive.

19. _____ acknowledges that with respect to the rights and claims he/she is waiving not only his/her right to recover in any action he/she might commence, but also his/her right to recover from any action brought on his/her behalf by the Equal Employment Opportunity Commission or any other federal, state or local governmental agency or department of any other entity or individual.

20. It is understood and agreed to by all parties hereto that this Agreement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases.

21. This Agreement shall be interpreted pursuant to the laws of the State of Florida.

22. Nothing herein shall be construed to be in violation of 49 CFR and applicable Federal and State laws.

23. The School Board and _____ agree that this Agreement represents their final and complete understanding with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous promises, covenants, agreements or representations concerning all matters directly, indirectly, or collaterally related to the subject matter of this Agreement.

24. _____ hereby acknowledges that he/she has carefully read and fully understands each paragraph of this Agreement, consisting of _____ pages and agrees that the School Board has not made any representations other than those contained herein, including the release of claims as a result of negotiations between the parties. He/she has had sufficient time to consider the provisions of this Agreement and consult with an attorney of his/her choosing and with his/her union representative prior to executing this Agreement.

THIS SETTLEMENT AGREEMENT is dated this _____ day in Fort Lauderdale, Broward County, Florida.

| | |
|---|---|
| _____ | _____ |
| Employee | School Board of Broward County, FL |
| _____ | _____ |
| Date | Date |
| _____ | _____ |
| Witness | Witness |
| _____ | _____ |
| Date | Date |

**ATTACHMENT IV**

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**AND THE FEDERATION OF PUBLIC EMPLOYEES**

1. The Personnel Department and the Risk Management, Safety & Benefits Department may place employees who are on worker's compensation in unannounced vacancies for which the employee meets the minimum qualifications for the following positions: Campus Monitors, Clerk Specialist I, General Clerk I and II, Clerk Typist I and II, Receptionist I and II, Mail Clerk, Stock Clerk, Stock Price and Inventory Clerk and Assistant I, General Food Service Worker. Additional positions may be utilized by written mutual agreement between the FOPE and the Director of Personnel.

2. The pay for affected employees placed by the above-cited departments in the above listed positions will be calculated by taking the pay (Job 1) for the position that the employee held prior to going on worker's compensation and the pay for the position to which the employee is placed. If the employee is assigned to a job with a higher pay grade, they will be placed on the step closest to what the employee was paid prior to being hurt. If the employee is assigned to a job with a lower pay grade, the pay will be determined by calculating the mean average. For example, if an employee was a facilities serviceperson making $9.58 per hour prior to being placed on worker's compensation and is placed as a campus monitor, which pays $8.14 per hour, the mean average salary that the employee will be paid is $8.86. The employee will be placed on the step closest to $8.86. This pay shall be maintained for twelve months from the time the employee is placed in the position coming off of worker's compensation. After said twelve month period, the employee's pay rate will be adjusted to the closest rate of pay on the salary schedule the employee has been assigned to for light duty that the employee earned prior to being placed on worker's compensation. For example, a facilities serviceperson earning $9.58 per hour prior to being placed on worker's compensation shall be placed on the step of the campus monitor salary schedule ($9.87) closest to what the employee was earning prior to going on worker's compensation after 12 months. During the period of time that the employee is receiving the above-cited blended rate, the employee's pay rate will not be adjusted.

3. The parties agree that the settlement of these grievances constitutes neither an admission that the contract was violated, nor shall the terms of the settlement constitute a precedent for future contract interpretation.

4. This agreement constitutes the full settlement of these grievances. The FOPE relinquishes all claims, past, present and future, pertaining to the issues raised in these specific grievances.

5. This memorandum shall be in effect for the 1999-00 and 2000-01 school year and may be extended by mutual agreement between the parties.

# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
# AND
# THE FEDERATION OF PUBLIC EMPLOYEES

The aforementioned parties mutually agree to the following Memorandum of Understanding:

1. The Food and Nutrition Services personnel shall be responsible for staffing and monitoring the front end of the Somat, Compactor, and Tray Lines where the trash enters. The Facilities Service personnel shall be responsible for cleaning the extractor room. The Food and Nutrition Services Program will provide, as it has in the past, one (1) free meal to one (1) facilities service person as it relates to the two groups working collaboratively on Somat, Compactor, and Tray Line responsibilities.

2. This agreement constitutes the full and final settlement of the issues related to personnel responsibilities regarding the Somat, Compactor, and Tray Lines. The Federation of Public Employees relinquishes all claims, past present and future, pertaining to the issues raised in this matter.

3. The parties agree that the settlement of this matter constitutes neither an admission that the contract was violated, nor shall the terms of this memorandum constitute a precedent that may be extended to other bargaining units in similar situations, for pending or future contract interpretation, negotiations or grievances, nor can this memorandum be used in future arbitration.

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