

The Contract

For

School Related Personnel

(Food Service, Custodians, Maintenance and Transportation)

Between the

District School Board of Monroe County

241 Trumbo Road, Key West, FL 33040

And the

United Teachers of Monroe

1400 United Street #105, Key West, Florida 33040

FEA, Local 3709, AFL-CIO

2009-2010



Student Success:
Whatever it takes

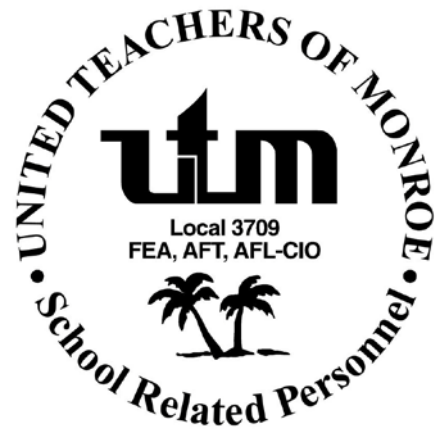


TABLE OF CONTENTS

<u>ARTICLES</u>	<u>TITLES AND SECTION</u>	<u>PAGE</u>
I.	GENERAL PURPOSES	1
	Preamble	1
	Purpose	1
	Preservation of Benefits	1
	Definitions	1
	Titles	3
	Severability	3
	Waiver	3
	Compliance with Contracts	3
	Non-Discrimination	3
	No Strikes	4
II.	RECOGNITION	4
	Position Classification	4
	Managerial/Confidential Exemptions	4
III.	MANAGEMENT RIGHTS	5
IV.	CONTRACT STATUS	5
	Negotiated Contract	5
	Maintenance of Contractual Standards	5
	Contracting Out	5
V.	EMPLOYEE RIGHTS	6
	Due Process - Disciplinary Actions	6
	Investigations	7
	Complaints	7
	Resignation	8
	Employee Access to Information	8
VI.	UNION RIGHTS	8
	Union Meetings	8
	Reasonable Access	8
	Temporary Duty - Union Officers	9
	Miscellaneous	9
	Payroll Deduction of Dues	10
VII.	WORKING CONDITIONS	10
	Workday/Workweek	10
	Work Year	10
	Breaks and lunch	11
	Overtime	11
	Uniforms/Exams/Equipment	12
	Initial Employment	12

Table of Contents (Continued)

<u>ARTICLES</u>	<u>TITLES AND SECTION</u>	<u>PAGE</u>
VII.	WORKING CONDITIONS (continued)	
	Board Support	13
	Miscellaneous	13
	Bus Drivers	13
	Food Service Employees	17
	Custodians	17
	Drug and Alcohol Testing	18
	Transportation Mechanics & Mechanics Helpers	20
VIII.	ASSIGNMENTS/TRANSFERS/PROMOTION	21
	Assignments	21
	Transfers	22
	Promotions	22
IX.	LEAVES	22
	Sick Leave/Medical	22
	FAMILY MEDICAL LEAVE ACT (FMLA)	23
	Extended Sick Leave	23
	Illness or Injury-in-Line-of-Duty	24
	Sick Leave Pool	24
	Personal Leave with Pay	24
	Military Leave	25
	Temporary Duty-Jury Duty-Witness	25
	Elected/ Appointed Public Officials	25
	Paid Legal Holidays	25
	Terminal Leave Pay	26
	Leave Without Pay	26
	Parental Leave	26
	Continuity of Employment	26
	Annual Leave	27
X.	EMPLOYEE SAFETY	27
	General	27
	Protective Clothing and Equipment	27
	Training	27
	Health and Safety Committees	28
	Training Committee	28
XI.	PERSONNEL FILES	28
	Procedures	28
	Access to File	29
	Maintenance of Files	29
XII.	EMPLOYEE EVALUATION	29

Table of Contents (Continued)

XIII.	BUDGET REDUCTION/REDUCTION IN FORCE	30
	Budget Reduction	30
	Reduction in Force	30
XIV.	TASK FORCES/COMMITTEES	31
	Employee of the Year	31
	School Calendar	31
	Study Committees	32
	Insurance Committee	32
	Substance Abuse	32
XV.	SALARIES AND SUPPLEMENTS	32
XVI.	COMPENSATORY BENEFITS	33
	Insurance	33
	Travel Reimbursement	34
	Sick Leave and Annual Leave	35
	Annual Incentive Payment for Attendance	35
	403b/457 plan	35
XVII.	TERM OF AGREEMENT	36
APPENDIX	A. Grievance Procedure	37
	Step I - Form A	41
	Step II - Form B	42
	Step III - Form C	43
	Extension - Form D	44
	Letter of Inquiry	45
	B. Personnel Files	46
	C. Sick Leave Pool	48
	D. Payroll Deduction	50
	E. BENCOR Sick Leave Shelter Plan	52
	F. Form for Interviewing and Ranking	57
	EMPLOYEE EVALUATION FORM	58
	SALARY SCHEDULES	59-64

ARTICLE I

GENERAL PURPOSES

SECTION 1: PREAMBLE

WHEREAS, meeting the educational needs of the children, youth, and adults of Monroe County requires the full cooperative effort of all employees of the Monroe County School System; the Board and the Union pledge their individual and joint support to bring about the highest quality performance in the educational program of the District School Board of Monroe County; and

WHEREAS, the Board and the Superintendent of Schools, hereinafter referred to as the "Superintendent", have the constitutional and statutory authority, respectively, for the operation of the District School Board of Monroe County in addressing the educational needs of the community; and

WHEREAS, the Union and the Board, following good faith negotiations have reached certain understandings and in consideration of the following mutual covenants, it is hereby agreed as follows:

SECTION 2: PURPOSE

This contract is negotiated under Florida Statutes Chapter 447, Part II, in order to fix for its duration, wages, hours, and terms and conditions of employment. The parties believe that where effective and harmonious working relationships can be encouraged between the Board, the employees and the Union, the cause of public education can best be served.

The Union and each of its members affirm the concept that all employees support the effective and active development of a positive, progressive, and cooperative attitude toward the operation of schools in Monroe County.

SECTION 3: PRESERVATION OF BENEFITS

Nothing contained herein shall be construed to deny any employee their rights under State Law or under State Board of Education rules or under School Board Rules. However, any alleged denial of these rights shall not be grievable but shall be dealt with under available statutory and administrative remedies.

SECTION 4: DEFINITIONS

These definitions are to be used to assist in clarifying and understanding the intent and language of this contract and do not constitute more than working definitions within the context of this contract.

- A. Deputy Superintendent: The individual who by nature of the organizational structure of the Board as determined by the Superintendent and the Board has immediate administrative authority over District personnel.

- B. Board: The District School Board of Monroe County
- C. Board Rules: That body of rules adopted by the District School Board of Monroe County.
- D. Days: As referred to in the time limits herein, days shall mean working days.
- E. Directives: Those administrative directives issued by the Superintendent or the designee(s).
- F. District: The Monroe County School System.
- G. Employee: All personnel in the unit represented exclusively by the Union who work at school sites or other sites of the district school board.
- H. Grievant: The grievant shall mean any full-time or part-time employee and such other person who is a member of the bargaining unit.
- I. Parties: The United Teachers of Monroe, as the exclusive bargaining agent, and the District School Board of Monroe County as Employer.
- J. Principal: The chief administrator of a school site.
- K. Work Site: That location where the member of the unit performs his/her duties on an itinerant or regular basis.
- L. State Regulations: That body of regulations adopted by the State Board of Education and the State of Florida and directives issued by the Commissioner of Education to clarify and implement State Statutes which relate to education in the State of Florida.
- M. Superintendent: The Superintendent of the District School Board of Monroe County or the designee(s).
- N. Supervising Administrator: The individual who serves as the ranking administrator at the work location.
- O. Union: The United Teachers of Monroe, FEA, AFT Local 3709, AFL-CIO, as the exclusive bargaining agent representing members of the bargaining unit.
- P. Unit: That group of non-exempt employees determined by the Board and the Union and approved by the Florida Public Employees Relations Commission, hereinafter called "PERC", to be appropriate for the purpose of collective bargaining.
- Q. Time in the district – length of service from hire date
- R. Qualifications: meets the minimum qualifications and ADA requirements of the job description.
- S. Training: Any formal technical training related to the job description of the job advertised.

- T. Experience: Any verifiable experience obtained which develops skills related to any of the essential job functions listed in the job description.
- U. Vacancy: Any current position in the school system that is advertised.
- V. New position: Any position that did not exist in the district prior to posting for the first time.

SECTION 5: TITLES

Titles of the Articles herein shall not in and of themselves affect the meaning, construction, or effect of any of the sections or provisions of this contract.

SECTION 6: SEVERABILITY

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, said provision shall be void and the parties will attempt to renegotiate the provision to conform it to law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

SECTION 7: WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, each party voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 8: COMPLIANCE WITH CONTRACTS

The parties agree that all employees of the Board shall implement and carry out the provisions of this collective bargaining agreement entered into by the Board and the Union.

SECTION 9: NON-DISCRIMINATION

The provisions of this contract shall be applied without regard to race, creed, color, religion, national origin, age, sex, disability, or marital status, unless such condition is imposed by a court, State or Federal agency. Alleged violations of the preceding shall be resolved through appropriate administrative or judicial proceedings and shall not be subject to the grievance/arbitration procedure.

SECTION 10: NO STRIKES

Pursuant to Florida Statute 447, no public employee or employee organization may participate in a strike against a public employer by instigating or supporting in any manner, a strike. Any violation of this section shall subject the violator to penalties provided in this part.

"Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from 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 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 II

RECOGNITION

SECTION 1: POSITION CLASSIFICATION

The Board hereby recognizes the Union as the exclusive bargaining agent for the employee unit comprised of all blue-collar employees, including, but not limited to, those in the following classifications: A/C Refrigeration Mechanic, School Food Service Assistant, Mechanic/ Automotive, Mechanic/AV Electronics, School Food Service Baker, Mechanic/Paint and Body, School Bus Driver and Permanent Substitute, School Bus Aide, Mechanic/Carpenter, Cashier/Food Service, Cook Food Service, Custodian, Food Service Driver, Mechanic/Electrician, Groundskeeper (Gardener), Laborer, Labor Foreman, Mechanic/Mason, Mechanic/Helper (Maintenance) (Transportation), Mechanic/Painter, Mechanic/Plumber, Mechanic/Roofer, Storekeeper, Warehouseman, Lead Carpenter, Lead Custodian, Lead Mechanic, and Transportation Foreman.

SECTION 2: MANAGERIAL/CONFIDENTIAL EXEMPTIONS

The Union recognizes the authority of the Board and/or Superintendent to designate new administrative or supervisory positions as managerial or confidential. The Union further recognizes the authority of the Board and/or Superintendent to designate persons in an acting capacity for a maximum of one (1) fiscal year to fill administrative or supervisory positions.

ARTICLE III

MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations expressly imposed by the language of this Agreement, in accordance with applicable laws and regulations: (1) to direct employees of the school district; (2) to hire, promote, transfer, assign, and retain employees in positions in the school district and to suspend, demote, discharge, or take disciplinary action against employees for proper cause; (3) to relieve employees from duty because of lack of work or for other legitimate reasons; (4) to maintain efficiency of the school district operations entrusted to it; (5) to determine the methods, means, and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. Any of the rights, powers, authority, and privileges that the Board had prior to the signing of this contract are retained by the Board except those specifically relinquished by the Board in this contract.

ARTICLE IV

CONTRACT STATUS

SECTION 1: NEGOTIATED CONTRACT

The negotiated contract shall be distributed to all members of the bargaining unit, production costs to be borne equally by the parties.

SECTION 2: MAINTENANCE OF CONTRACTUAL STANDARDS

Where the Board determines it necessary or desirable to provide current or new employees covered by this contract opportunity to participate in contracted or shared programs with other governmental agencies, community or charitable organizations or private corporations, the Board agrees that the salary, terms and conditions of this contract shall apply to those employees.

A. Charter Schools

1. Startup Public Charter School

Beginning with the 2009-2010 school year, any proposal for developing a startup public charter school shall comply with all provisions of the law as outlined in Florida statutes prior to implementation.

SECTION 3: CONTRACTING OUT

Should the Board decide to "contract out" any services which results in reducing the current workforce of the school district, the Board recognizes its responsibility to its dedicated employees. The Board will make every effort to assist displaced workers in finding gainful employment either within the school system or outside. The following steps would be used:

1. Normal attrition

2. Retraining of employees for other jobs in the system for which they may qualify with up to one year of training.
3. Transfers within the school district to comparable positions with comparable pay.
4. Seek employment with other government agencies that participate in the Florida Retirement System.
5. After 1-4 above, employment opportunities with the contractor or other employers will be considered.

ARTICLE V

EMPLOYEE RIGHTS

The UTM and Board agree to meet bimonthly during the 2009-2010 school year to develop improvements in the Employee rights sections. Either team may initiate a meeting with at least one week's notice. All agreements shall be submitted for ratification at the completion of the 2010-2011 contract negotiations and take effect in the 2010-2011 contract year upon ratification.

SECTION 1: DUE PROCESS: DISCIPLINARY ACTION

SECTION 2: INVESTIGATIONS

SECTION 3: COMPLAINTS

SECTION 4: RESIGNATION

SECTION 5: EMPLOYEE ACCESS TO INFORMATION

SECTION 1: DUE PROCESS: DISCIPLINARY ACTION

- A. Disciplinary action may not be taken except for just cause.
- B. Any employee summoned to the office of a principal, assistant principal, the Superintendent or his/her designee for a conference for the record shall be given notice, be informed of his/her right to representation, and be notified in writing of the nature of the subject matter to be discussed. Should any meeting with a principal, assistant principal, the Superintendent or his/her designee become one for the record which may lead to disciplinary action or reprimand, the meeting shall be suspended and rescheduled. The employee shall have the responsibility of contacting the Union for representation or a witness. Should a union representative not be available, the employee may request a delay of up to 48 hours in order that a representative or witness may be present. The matter of whether a union representative is to be present at a conference for the record shall be determined solely by the employee and the Union. This section shall not be construed to require union representation at conferences, which clearly have no indication of or basis for disciplinary action or reprimand.
- C. No disciplinary action, which causes a loss of pay, may be taken against a employee for any pending criminal action arising out of activities on his/her own time until that time that an adjudication of guilt or admission thereto is entered before a duly sworn judge of the county or circuit.
- D. If any disciplinary action is to be taken against an employee under this article he/she shall have the right to an informal hearing.

- E. The use of tape recorders or other mechanical devices is expressly prohibited.

SECTION 2: INVESTIGATIONS

- A. In all formal Board investigations which may lead to suspension or dismissal of an employee, only the Superintendent or his/her designee may authorize such an investigation.
- B. In the event that a formal investigation is concluded with the finding that there is no probable cause to proceed further and no disciplinary action taken, a statement to that effect signed by the responsible investigating official shall be attached to the complaint. The materials of such investigation shall not be placed in the employee's personnel file.
- C. If a formal investigation results in a finding of probable cause for disciplinary action for suspension or dismissal, the employee shall be notified of the charges in writing and have the right to an informal hearing in accordance with Section 1, Paragraph D of this Article.
- D. In all formal Board investigations resulting in disciplinary action, the employee shall be provided with a copy of the final report on conclusion of the investigation.

SECTION 3: COMPLAINTS

- A. Supervisory personnel shall handle complaints about an employee in accordance with this section of the contract and Florida Statutes.
- B. Employees who report that they have been subjected to persons who upbraid, abuse, insult, or assault school personnel may be assisted in the prosecution of violators by the Superintendent or his/her designee in appropriate instances.
- C. When a written or oral complaint concerning an employee's conduct and/or performance is received from a parent, student, or any non-supervisory personnel and further administrative action is warranted, the following procedure shall be followed:
 - (1) The principal or immediate supervisor should acknowledge and accept the complaint and inform the complainant the matter will be looked into.
 - (2) The principal or immediate supervisor should confer with the employee, inform the employee of the complaint and receive the employee's explanation. Principals or immediate supervisors who are unable to establish the validity of the complaint shall be prohibited from noting any such complaint in the employee's personnel file.
 - (3) Should a conference be necessary between the complainant and/or supervisor and the employee, the use of tape recorders or other mechanical devices is expressly forbidden. The conference shall be at a mutually acceptable time between the parties within (48) forty-eight hours.
 - (4) Should any disciplinary action arise as a result of a complaint or conference, Section 1 and 2 of this article shall be followed.

- (5) Complaints filed against employees shall follow the procedures outlined in (2) above. Complaints not reported to the employee shall not be used in the evaluation process.

SECTION 4: RESIGNATION

An employee may request to resign from his/her position upon written notice of at least ten (10) working days. Less notice will be considered in the case of emergency. The employee shall submit the resignation request to his/her principal or supervisor.

- A. Any employee who has submitted a resignation shall be able, without loss of his/her current status, to rescind the resignation unless it has been accepted by the Superintendent for the purpose of filling the vacancy created by the resignation. Once the resignation has been accepted by the School Board, the employee cannot rescind and must reapply for the position if it is advertised.
- B. Any person who has resigned his/her employment and is subsequently rehired shall establish a new seniority date; however, he/she shall receive credit for previous experience on the salary schedule.

SECTION 5: EMPLOYEE ACCESS TO INFORMATION

Employees shall have full access to Board Rules in the library or office of their school or worksite and any other information which would be subject to the Public Documents Law within the time limits provided by said law during non duty hours.

ARTICLE VI

UNION RIGHTS

SECTION 1: UNION MEETINGS

- A. The Union, its officials and its members, shall have the right to use worksite buildings for business meetings at reasonable times upon notice to the worksite supervisor subject only to the approval of the supervisor involved as to the scheduling of such meetings. When a meeting is scheduled during worktime, only those employees who are not working may attend. Employees on duty may be permitted to attend when approved by the supervisor.

SECTION 2: REASONABLE ACCESS

- A. The Union Worksite Representative shall be able to submit announcements to be read over the work location public address system, if one exists, for the purpose of communicating with members of the bargaining unit in accordance with the worksite procedures for making such announcements.
- B. Bulletin Board: At least one (1) bulletin board shall be provided in each work location for the exclusive use of the Union for purposes of posting materials dealing with Union business. The

Union shall be allowed to post special bulletins at the employees' sign-in sheet location if space for such is available and used by management and other organizations for such posting.

- C. Representatives of the Union shall be afforded reasonable access to work location mailboxes. The Union shall also be afforded the right to announce meetings and special events to the District's employees.
- D. The Board agrees to furnish to the Union in response to requests all available information concerning the financial resources and condition of the school district, including but not limited to: annual financial reports; register of non-instructional personnel; tentative budgetary proposals submitted to the Board members, agenda, minutes and all supporting papers of Board meetings; names and addresses of bargaining unit salaries paid thereto and educational background and yearly experience thereof. Materials pertinent to School Board meetings which are available for distribution shall be furnished at least forty-eight (48) hours prior to the meeting at which they will be used.
- E. Information to the Union: The Union shall be furnished two (2) sets of current Board rules and shall be provided with two (2) copies of updates as they are issued.
- F. The Union's designated representative(s) shall have the right to solicit membership as the exclusive bargaining agent certified to represent all employees within the bargaining unit at any duty-free time during the work day provided that all parties involved are in duty-free time during the work day and provided such solicitation does not interfere with the official duties of employees.
- G. If the Union representative(s) is not employed at the work site, he/she will report his/her presence to the principal's or supervisor's office.
- H. The Board will supply UTM with lists of all employees each September and monthly thereafter. The lists shall include, but not be limited to: name, SS number, date of employment, date of birth, home address, telephone number, work location, job title, Rank and step.
- I. UTM shall be provided Fax numbers for all schools and departments.

SECTION 3: TEMPORARY DUTY - UNION OFFICERS

- A. Temporary duty assignment with pay shall be provided for one (1) officer selected by the Union, who shall be released from his/her duties as a Board employee provided the Union reimburses the Board for the salary and any and all fringe benefits, plus other insurance costs paid by the Board. Such reimbursement shall be made prior to any payment by the Board to the Union officer on temporary duty.

SECTION 4: MISCELLANEOUS

- A. The Superintendent shall place on the agenda of each regular or special Board meeting any matters submitted to his office for the Board's consideration by twelve (12) calendar days prior to said meeting. The Union President may submit items that qualify as emergency items with less than twelve (12) days notice.

- B. The Superintendent may request the Union to name individuals representing the bargaining unit to serve on committees, task forces, advisory panels, etc. established by the Superintendent or the Board.

SECTION 5: PAYROLL DEDUCTION OF DUES

Payroll deduction of dues shall be made according to the procedures of Appendix D.

ARTICLE VII

WORKING CONDITIONS

SECTION 1: WORKDAY/WORKWEEK

The normal workweek of full time employees covered by this agreement consists of five (5) consecutive days, Monday through Friday, and shall not exceed forty (40) hours, with two consecutive days off duty. For the months of June, July, and August, the workweek for maintenance and custodians may be Monday through Thursday for 10 hours per day and shall not exceed 40 hours per week with three consecutive days off. Cafeteria workers and bus drivers will be employed for a minimum of four (4) hours and four (4) and hours per day, respectively. Employees may agree to work less hours with the approval of management. A written agreement to work less hours is valid for one year and may be reestablished by mutual consent at the start of each school year. No regular food service worker shall have his/her hours reduced once established except by consent of the worker. No substitute worker shall have more hours than a regular worker unless the regular workers decline more hours. Other duties and responsibilities related to the transportation department (including but not limited to office work, garage work, parts runner, washing buses, repairing seats, etc.) will be assigned to bus drivers to meet the guarantee of three and one half hour work assignment. This expectation will be included on the Route Sheet at the time of bidding.

When cafeteria workers or bus drivers volunteer for additional work which is not a part of their guaranteed work hours, the additional work hours shall be added to their guaranteed hours for pay purposes.

The normal workweek for new or part-time employees will be established when they are hired in conjunction with the above hourly requirements. Placement on the salary schedule shall be at step zero unless the employee can document a year's equivalent experience; not to exceed three years total.

SECTION 2: WORKYEAR

The normal work year shall be 254 days for maintenance, transportation, and custodial employees and 190 days for food service and 188 days for bus drivers. Training days for food service and bus drivers shall coincide with the teacher work year. Maintenance and custodial employees will not work during the winter break. Employees may be employed for a shorter work year when agreed upon with their supervisor at the time of employment. Any such agreements will be reduced to writing and be submitted to the district supervisor or Deputy Superintendent for approval.

SECTION 3: BREAKS AND LUNCH

All employees who work seven hours or more shall receive (2) two 15-minute paid rest breaks as part of their normal workday. All other unit employees who work a minimum of four (4) continuous hours shall receive one 15-minute paid rest break as part of their normal workday. All maintenance employees shall receive an unpaid meal break of one (1) hour unless the employee and his/her immediate supervisor agree to a 30-minute meal break or allow the employee to work through his lunch period. Any maintenance employee who requests a meal break of 30 minutes or to work through his lunch period shall make the request in writing or by phone which shall be recorded on a phone log in the maintenance office and his/her supervisor shall respond in kind. Any such agreements shall be signed by the employee and the employee's supervisor with a copy placed in the employee's file. All other employees shall receive an unpaid lunch break of 30 minutes. The 15 minute rest break period(s) shall not be used to extend the meal break. Meal breaks shall not be waived at the option of the employee. Employees requesting an unpaid meal break of one (1) hour must have approval of their supervisor before implementation. Any such agreements shall be signed by the employee and the employee's supervisor with a copy placed in the employee's file.

SECTION 4: OVERTIME

The normal workweek of employees covered by this agreement consists of five (5) consecutive days on duty and shall not exceed forty (40) hours, with two (2) consecutive days off duty. For the months of June, July, and August, the workweek for maintenance and custodians may be Monday through Thursday for 10 hours per day and shall not exceed 40 hours per week with three consecutive days off. Any employee who works beyond their normal workweek of forty (40) hours shall be paid at a rate of 1.5 times their normal rate of pay. When an employee works on either of their two (2) consecutive days off, the employee shall be paid 1.5 times their normal rate of pay. When an employee works on a paid holiday the employee shall be paid at 1.5 times their normal rate of pay in addition to receiving their holiday pay. Any employee may agree to take compensatory time off in an amount which is equivalent to the amount of overtime pay as per district policy. Whenever an employee is called in after his normal workday or workweek, he/she shall be paid a minimum of two hours at the applicable rate of pay.

- B. Any employee may agree to take compensatory time off in an amount which is equivalent to the amount of overtime pay as per the following procedures:
1. All overtime and compensatory time for school district employees must have prior approval by the appropriate administrator.
 2. All overtime must be properly recorded on a time card by a time clock or manually.
 3. Use of compensatory time shall follow the same procedure as the request guidelines specific for annual leave in Article IX, Section 14.
 4. A request for Leave form shall be completed as documentation for use of compensatory time. On the form, other shall be checked and Compensatory Time written on the line for Explain.
 5. Employees who earn annual leave may accumulate compensatory time up to 12 days for the purpose of using them during the spring break periods or on other days listed as non-paid, non-work days on the school calendar. These employees will be informed of the purpose of the additional accumulation of compensatory time and will be expected

to use those hours during the above periods. Affected worksites will be closed during these special periods in an effort to save district resources. The district agrees to provide employees overtime opportunities in order to earn the necessary compensatory time to implement this provision.

6. Accumulated compensatory time shall be reduced before the annual leave account is reduced. Compensatory records (which include time earned by date, time used by date and running total) shall be maintained by the maintenance department and shall be provided to the Superintendent and the Union upon request.

SECTION 5: UNIFORMS/EXAMS/EQUIPMENT

- A. Employees required to wear uniforms shall have them provided by the Board. A minimum of five (5) uniforms shall be supplied each year and be of sufficient quality to sustain use for a year; provided, however, that if personalized uniforms are required for the position, such uniforms shall be ordered the first week of employment.
- B. The Board shall provide at no cost to the employee all physical examinations required by law or the Board as they relate to the employees job qualifications after the employee has completed the probationary period. The Board will provide full payment of the amount negotiated with a medical facility for required employee physical exams, including annual bus driver physicals. Should an employee choose to have the exam at a place of their choice, then the employee would have to pay the difference of the amount negotiated by the Board with provider.
- C. The Board shall provide the necessary tools, equipment, and supplies necessary to fulfill the job assignments of the employee, except that some employees in the unit may be required to supply some of the basic tools of their trade as identified and agreed to at the time of employment.
- D. Any fingerprinting and/or criminal background check of any current employee required as the result of changes in Florida Statutes shall be provided free of cost to the employee by the School Board.

SECTION 6: INITIAL EMPLOYMENT

The Board will contract for bus driver physicals and contribute the contracted price towards the cost of physical examinations for bus drivers. Employees who choose their own physician shall be reimbursed at the contracted rate. Any additional cost of the physical shall be the responsibility of the employee. Physical examinations may be contracted out or the employee may be reimbursed upon presentation of proper documentation after an employment period of three (3) months.

Driver applications who complete 49 hours of training and begin work for the district shall receive a \$200 stipend for training, which shall be payable in the employee's first regular paycheck. They will also receive an additional stipend of \$250 after six months of employment.

An employee's longevity/seniority shall be determined by his/her date of hire as a regular employee. No employee hired before July 1, 1994 will be adversely affected by this provision. An employee shall serve a six months probationary period where the employee serves at the will of the Board and can be terminated without cause. The probationary period may be extended if the required fingerprint/background check information has not been received prior to the expiration of the probationary period. Following successful completion of the probationary, an employee shall be re-appointed annually except as provided for in Articles V and XIII of this contract agreement.

Initial placement on a salary schedule may be at the highest step for which documented experience can be verified. The employee shall provide documentation of such experience. All documentation for placement shall be placed in the employee's personnel file.

SECTION 7: BOARD SUPPORT

The Board affirms its support of all employees in taking the necessary steps to enforce and implement all Board policies and regulations pertaining to control of student behavior.

When an employee reports in writing a student for disruptive behavior or violations of school rules or policies, the administrator or supervisor responsible for such matters will investigate the situation and take the appropriate action. The employee shall be notified of the action taken. The supervisor will assist any employee in making the written report when requested.

SECTION 8: MISCELLANEOUS

- A. Each worksite shall provide a furnished employee room, restrooms, access to existing parking, and access to at least one telephone for use by employees.
- B. All employees will have computer access at each site in an area such as the media center or employee lounge where the employee may access email, PATS, etc. at duty free times.
- C. All employees will be provided a district email account.

SECTION 9: BUS DRIVERS

- A. Included in the workday, forty-five (45) minutes per day shall be provided for normal bus maintenance, including pre- and post-trip inspections, and required reports. Additional responsibilities shall include scheduling maintenance and repairs with mechanics, completing required forms and reports, receiving training and daily cleaning of the bus interior. The washing of the exterior of the buses shall be carried out by hiring bus drivers who volunteer to provide this service for additional compensation at their normal rate of pay. One hour shall be allotted per bus for this service. When there are not enough bus drivers who volunteer to wash buses, then other individuals may be hired.

For each of the two FTE weeks, each regular driver shall receive an additional 1-hour adjustment in pay. On early release days, drivers shall receive extra compensation when the difference between their reporting and ending time exceeds their normal afternoon PIF time.

- B. Any training extending beyond the normal workday shall be compensated at the employee's rate of pay. Beginning in 2005-2006, two days shall be designated as training days for bus drivers as a result of increasing the work year to 188 days. Each day shall be scheduled on a teacher professional day and shall be a 7.5 hours in length. Drivers shall be paid at their regular rate of pay for these days.
- C. Route Assignments shall be made at the annual meeting in August. Drivers may submit in writing a proxy to bid for them due to bereavement. Prior to the annual meeting to select route assignments, all tentative routes shall be posted online for at least 8 days for drivers to review. At the annual meeting, all routes shall be placed on the bulletin board and employees shall select their route according to their posted seniority in the district. When two employees have identical seniority then a coin flip shall determine who will select first. Route openings occurring during the school year shall be posted in the manner specified under this agreement and current employees shall be given preference according to seniority in filling such vacancies. A permanent substitute driver shall be placed on the bus driver salary schedule and shall move through the schedule the same as a regular driver.

Routes may be adjusted during the school year based on a reduction or increase in the number of riders on a route. Adjustments may be made by moving stops from run to run, combining runs, or similar adjustments. Adjustments may result in a reduction in route time or runs. In the event the original route time is reduced or runs are eliminated, additional duties and responsibilities equivalent to the time difference may be assigned to the driver by the Director or Transportation so that the original route time is maintained. Drivers so affected may be assigned as a substitute or aide at their current driver's salary step. In the event that a bus driver is required to "double up" due to an emergency, the driver and the bus aide, if there is one, shall receive a minimum of (1) hour additional pay. This provision shall apply, when a driver or permanent sub driver is driving a regular run and students from another route are added to his/her run. If all drivers are present, management may decide to reduce the load of several routes and create a "new route for the day" for the permanent sub driver. This will not constitute a "doubling up" situation. When this occurs, proper paperwork will be kept to document the occurrence.

D. Extracurricular Trips

- (1) When traveling on extra-curricular trips, bus drivers will be paid according to the salary schedule as it applies. If the trip requires an overnight stay, a driver will be paid according to the salary schedule for driving or duty time. The total hours paid shall not include sleeping time. Room and meal expenses shall be covered on such trips at the current State rates. Drivers of out of town field trips shall receive reimbursement for meals at the current State rate. The proper district travel reimbursement forms will have to be submitted in order to be reimbursed. Arrangements for lodging shall be made by the trip sponsor.
- (2) Drivers of all extracurricular trips shall be selected on a voluntary basis according to a seniority list posted at each bus terminal. The bus areas shall be Key West, Sugarloaf, Marathon, and the Upper Keys. The extra trip list shall be compiled from all drivers.

New hires will be added at the bottom of the list. Assignments shall only be made from the trip list on a seniority-rotating basis in the following manner:

All known trips shall be posted on the designated bulletin board in each terminal area at least seven (7) days before the trip date or as soon as they are received by the trip supervisor when less notice is given the school.

Drivers on the seniority list shall sign their name to all the trips they are interested in. A trip shall be assigned to the most senior driver who signed up for the trip. Once a driver has been assigned an extra trip, he/she shall become eligible for another trip when the assignments have rotated through the seniority list and every driver on that list has received a trip. However, if there are drivers on the seniority list that have not volunteered and trips are available to be filled, then the current rotation round shall be ended and the next round shall begin. Drivers who had not volunteered for the current round when the next round begins will be considered to have passed for that round.

If a trip is canceled, a driver shall become eligible for the current round according to his seniority. No driver may exchange a field trip with another driver. When no one on the seniority list volunteers or is available for a scheduled trip, then other drivers not on the list may volunteer. If a driver is needed due to some emergency and the scheduled trip is less than 48 hours away, the area supervisor may fill the position with any available driver from the seniority list or if none is available by any available driver. A detailed description of this process will be maintained in the bus driver handbook at each bus area.

Any driver who declines an assigned field trip and provides less than 24 hours notice to the area supervisor shall be precluded from bidding on a field trip in the next round.

- (3) For safety reasons, when an extra-curricular trip extends to within eight (8) hours of the driver's regular bus run, he/she shall have the option of not returning to work until the afternoon run. A bus sub will be employed if the driver elects this option. It is understood that the driver's intent may change if an emergency occurs. In addition, no driver shall drive more than twelve hours in a workday without an eight (8) hour rest period. The driver shall lose no sick leave or personal leave when selecting this option.
- (4) Forty-eight (48) hours notice shall be given to drivers in line for an extracurricular trip. If an emergency trip comes up and sufficient notice cannot be given, the driver may refuse the trip assignment without losing his place on the trip list.
- (5) Bus drivers shall receive a two (2) hour preparation fee according to the salary schedule as it applies when an extracurricular trip is canceled without 12 hours notice. When a driver has given up his/her regular run to perform extracurricular trip duties and the trip is canceled, he/she shall be paid for his/her regular run hours in addition to the above two hours.
- (6) Due to the need for bus drivers to cover out-of-county athletic and other non-athletic trips for district students, the Board and the Union agrees to the following Letter of Understanding to encourage current bus drivers and others to volunteer to drive field trips.

- a) Current drivers shall have first right of refusal of field trips. Any sport or activity may request a non-paid driver volunteer at least 7 days prior to the scheduled trip. All such non-paid driver trips shall be documented and remain on file at the transportation office for review. Any such trips shall not be posted when the above requirements are met.
- b) Bus Mechanics, Coaches and Instructional staff with a proper license shall have second right of refusal, respectively.
- c) Any additional pool of drivers from parents, city bus drivers, etc., shall be considered for field trips whenever no other drivers are available.
- d) Current drivers or mechanics who take out-of-county field trips shall receive their normal hourly wage and an additional \$2.00 per hour for all duty hours of the field trip including their normal PIF hours. Meal provisions shall be according to contract.
- e) Any coach or instructional staff member who performs bus driver duties on out-of-county field trips shall be paid for all hours of driving in addition to any supplements they receive unless they agree in writing to drive for no compensation. This agreement shall be placed in the file referenced in 6(a). Driving hours shall include hours of driving plus 1 hour for pre and post trip duties. The rate of pay shall be according to the bus driver pay scale in the UTM/Board contract for School Related Personnel. Meal money shall be provided according to state rates for meals unless a meal is provided by the field trip sponsor.
- f) Any other qualified driver who performs bus driver duties on out-of-county field trips shall be paid for all hours of driving unless they agree in writing to drive for no compensation. This agreement shall be placed in the file referenced in 6(a). Driving hours shall include hours of driving plus 1 hour for pre and post trip duties. The rate of pay shall be according to the bus driver pay scale in the UTM/Board contract for School Related Personnel. Meal money shall be provided according to state rates for meals unless a meal is provided by the field trip sponsor.

E. Transporting Buses

When it is necessary for buses to be transported from one worksite to the other for the purpose of maintenance or other reasons and a mechanic, mechanic helper, or permanent substitute is not available to transport the bus, drivers will be assigned on a voluntary basis according to seniority, provided, however, that a driver who resides in the area where the bus is to be delivered may receive priority, if the driver is paid only for actual driving time. A list of volunteers shall be posted and selection shall proceed through the list as drivers are needed.

When a driver rejects an assignment, he/she shall be crossed off the list until his/her name comes up again.

SECTION 10: FOOD SERVICE EMPLOYEES

- A. Food service employees shall be provided with one paid meal each working day as part of their compensation in addition to their normal rate of pay.
- B. Food service employees may volunteer to work at after school functions. A seniority list of employees at each site desiring to work after school functions shall be compiled each semester. School food service employees who have volunteered shall be selected from the list of volunteers on a rotating basis according to their job function (cook, baker, etc.) Schools/organizations desiring to have an after school function shall be required to provide a minimum of fourteen (14) calendar days notice to the cafeteria manager. A forty-eight (48) notice shall be given for any extra duty assignment.
- C. Work assignments will be made annually at each work site and reported to the employee during the post planning period. Vacancies will be filled in accordance with Article VIII.
- D. Training programs shall be offered for all food service employees for the purpose of enhancing job skills, improving safety in the workplace, understanding of state and federal regulations, etc. An attempt will be made to offer training during the regular workday.
- E. All current baker I and baker II positions shall be continued until the employee(s) retire or resign from the positions.

SECTION 11: CUSTODIANS

A. Work Assignment

The Board shall provide to all custodians a copy of their work assignment which includes the total square footage, number of rooms, number of bathrooms, and number of common areas, and job description within ten (10) days of the first day of school for students with a copy sent to the personnel office where it can be available for review. The work assignment shall identify the location of each area to be cleaned along with a list of each room number and its square footage, each bathroom number and its square footage, and the location of any common areas and its square footage. The total square footage will be calculated for each assignment above.

Supervisors will attempt to provide an equitable distribution of workload by determining the time required to clean each area of the school site such as restrooms, classrooms, common area, etc. and then assigning those areas equitably among all custodians at the worksite. When schedules are alleged to be unbalanced, the supervisor shall review the schedules and workloads in question. When the schedules show an unbalanced distribution, the supervisor will make adjustments within seven (7) days of the request.

Custodians shall not be responsible for cleaning refrigerators, microwave ovens, or personal items of employees which may be found in employee lounges.

B. Supplies

The Board agrees to provide the necessary custodian supplies and deliver them to all worksites in a timely manner. The Board further agrees to provide services to maintain equipment in proper working order.

C. Number of Employees

1. The Board agrees, whenever a regular employee is absent from work and a substitute is not assigned, it will provide general housekeeping in the absent employee's area (empty trash, cleaning restrooms if appropriate). All other areas will be cleaned to the district standards. Custodial Supervisors shall maintain a record (date, school, absent custodian, assigned custodian) when general housekeeping is assigned. Assignment to general housekeeping shall be on a rotating basis. All records shall be available upon request. During the summer months of June, July and August, when the regular school year is not in session, the district may resort to team cleaning at each school site.
2. Each worksite with at least three custodians shall employ a lead custodian.
3. At least one permanent substitute shall be hired for the Lower Keys and one for the Middle/Upper Keys to cover employees on annual leave and sick leave. When more than one custodian is out on annual or sick leave, the district supervisor will assign the permanent substitute to the most critical area.

D. Training Programs

Training programs shall be offered for all custodial employees for the purpose of improving safety in the work place, enhancing job skills, and developing a better understanding of school board policy, state and federal regulations, etc. An attempt will be made to offer this training during the regular work day.

SECTION 12: DRUG AND ALCOHOL TESTING

The purpose of drug and alcohol testing is to deter the use of drugs and alcohol in the workplace by establishing standard procedures for drug and alcohol testing for all employees required to hold a commercial driver's license. These testing procedures shall also be applicable for all SRP employees at the time of hire or at other times for reasonable suspicion.

Initial drug testing as a precondition of employment shall be the responsibility of the applicant. Applicants who are offered a position shall be required to take a drug test and upon successfully passing said test shall be reimbursed for its cost.

The School Board shall be responsible for the cost of drug and alcohol testing for employees with the exception of administrative or legal challenges to test results, which shall be paid by the employee.

A. Employee Rights

All testing procedures shall comply with all alcohol and controlled substance testing procedures contained in 49 Code of Federal Regulations Parts 382, 291, 192, and 395. The Board recognizes its obligation to protect individual dignity, privacy, and confidentiality in the program. Specimen analysis shall be conducted in a manner to assure a high degree of accuracy and reliability and using laboratory facilities which are certified by the U.S. Department of Health and Human Services and the Florida agency for health care administration.

B. Testing Procedures

1. The Board shall follow the requirements as outlined in the Omnibus Transportation Employee Testing Act of 1991, and regulations of the Federal Highway Administration (FHWA) contained in 49 Code of Federal Regulations parts 382, 291, 192, and 395, and section 1012.45, F.S. Pre-employment testing: All applicants for positions requiring a commercial drivers license shall undergo testing prior to employment.

C. Random Testing

All employees required to hold a Commercial Driver's License, or to drive a district vehicle as a part of their job responsibilities, shall be subject to random, unannounced drug and alcohol testing. The annual random rate for alcohol testing shall be twenty-five percent (25%) of the covered employees. The annual random rate for controlled substance testing shall be fifty percent (50%) of the covered employees. On the day of testing, UTM shall be notified in writing. The Board shall also provide UTM with a copy of the list of those being tested. UTM shall receive a copy of the results of those being tested as soon as it is received by the District.

A study committee will be appointed during the 2004-05 school year to study the need for an Employee Assistance Program. The study committee shall be co-chaired by the Superintendent or his/her designee and the UTM president or his/her designee with an equal number of representatives from each party.

D. Reasonable Suspicion

1. Reasonable suspicion must be based on documented objective facts and circumstances which are consistent with the long- and short-term effects of alcohol or substance abuse including but not limited to physical signs and symptoms, appearance, behavior, speech and/or body odor. A supervisor or designee who has been trained in accordance with the requirements of FHWA Regulations shall require a driver to submit to an alcohol or drug test when the employer has reasonable suspicion to believe a driver has violated the prohibitions contained in the FHWA Regulations. Within 24 hours, the supervisor shall submit a written report of his/her documentation of the circumstances, observations and facts which created the reasonable suspicion. Such testing must be conducted within the time limits set forth in the FHWA Regulations.
2. All employees may be drug tested or alcohol tested based on "reasonable suspicion" if they have been observed exhibiting symptoms consistent with the long- and short-term effects of

alcohol or substance abuse including but not limited to physical signs and symptoms, appearance, behavior, speech and/or body odor.

E. Post Accident Testing

Alcohol or drug testing will be administered following an accident when the driver was performing a safety sensitive function. Applicable accidents as defined by the FHWA include those in which loss of human life occurred; driver received a citation from a law enforcement officer; either a driver or passenger received immediate medical treatment away from the scene of the accident or one of the vehicles involved had to be towed from the scene of the accident. Such testing must be conducted within the time limits set forth in the FHWA Regulations.

F. Return to Duty Testing

All employees who previously tested positive on a drug or alcohol test must submit to a Return to Duty Test and test negative prior to returning to duty.

G. Follow-up Testing

Unannounced follow-up alcohol and/or controlled substance testing as directed by a substance abuse professional in accordance with the FHWA Regulations shall occur when it is determined that a covered employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of drugs. The number and frequency of follow-up testing shall be determined by the substance abuse professional. If an employee elects to request additional testing of the split urine sample, the employee shall be required to pay for the test.

H. Positive Tests

1. Employees who have a confirmed positive drug or positive alcohol test may be disciplined, up to and including discharge. The Board may, if the circumstances so warrant, offer rehabilitation. If the rehabilitation is offered and accepted by the employee, the employee will be responsible for all costs associated with participation in the rehabilitation program.
2. Failure of an employee to submit to any required drug or alcohol test is considered a positive test result in accordance with the FHWA Regulations and shall result in termination of employment.

SECTION 13: Transportation Mechanics and Mechanic Helpers

- A. Any garage mechanic/mechanic helper who agrees and is selected to drive a regular bus route in an emergency situation shall receive a stipend of \$25 per day or his/her hourly rate of pay for each hour worked beyond his/her normal workday whichever is greater. The mechanic/mechanic helper shall hold a class B CDL with air brakes/passenger endorsement and will sign an agreement with the Board for this service.
- B. Each Bus Mechanic or Mechanics Helper in order to drive a school bus with or without students shall take an annual physical at board expense. The physical shall be the same as for

bus drivers and be conducted by a physician designated by the school board. Any employee who fails to pass the physical shall be prohibited from driving a school bus until which time they are able to pass the required physical.

ARTICLE VIII

ASSIGNMENTS/TRANSFERS/PROMOTIONS

SECTION 1: ASSIGNMENTS

- A. Work assignments will be made annually at each worksite by the employee's supervisor, except as otherwise provided for in the contract. An employee's assignment will designate his/her break times and lunch time and working hours. When an employee volunteers and is assigned out-of-classification, he/she shall be paid at the higher rank at the step which increases his/her salary.
- B. When a vacancy for an existing position or a new position is established, it shall be posted on **PATS** for a minimum of five (5) days and filled within thirty (30) working days. Current employees, including permanent substitutes applying for a vacancy, will be given first consideration based on their qualifications, training, experience, annual evaluations, and time in the district before hiring an applicant from outside (including OPS employees) the district. Monroe County School Board Hotline and local television may also be used to supplement the advertising of vacancies. If an interview committee is used to select an applicant, they shall be required to review the above process prior to interviewing any candidate. Forms to be used for interviewing and ranking applicants are provided in Appendix F.
- C. When current employees, including permanent substitutes, apply for a vacancy the following procedures shall be followed:
1. Employees seeking a lateral transfer shall be given consideration based on their qualifications, training, experience, annual evaluations, and time in the district according to paragraph B.
 2. If no current qualified employees request a lateral transfer, all other qualified current employees that may apply shall be considered according to paragraph B.
- D. Summer employment assignments shall be made by the supervisor based on the criteria stated in paragraph B of this section. Such assignments shall be made first from a list of current employees **within the bargaining unit** who volunteer for such assignments and who are returning to work following summer employment. When there are more volunteers for the positions available, employees within the classification at the site shall be selected by the criteria stated in paragraph B. If more employees are needed from other sites the selection process shall remain the same. The list of the volunteers shall be forwarded to UTM upon request.

SECTION 2: TRANSFERS

A. Voluntary Transfers

Any employee shall have the right to apply for a transfer to another work location within the same job classification. The request shall be completed on PATS. Employees requesting a transfer shall be considered in accordance with 1(C) above at the time of each job posting, if the employee has filed a transfer request during the posting period or if one is already on file. Requests for transfer are active for a one year period from the date of request and may be renewed for one additional year.

B. Involuntary transfers

An employee may be transferred from one work site to another within the county when, in the judgment of the Superintendent, the interests of the district will be better served. The Superintendent will have complete discretion with reference to transfer and will consider, among other things, the suitability of the employee's qualifications as they relate to the needs of the position to be filled, the employee's personal preferences and place of residence. The employee and the UTM President will be notified in writing when an involuntary transfer is planned. In addition, the employee will be consulted prior to the transfer, and will be provided with a written explanation of the reasons for the transfer, with a copy sent to the UTM President.

SECTION 3: PROMOTIONS

A. The term "promotion" shall mean the advancement of an employee to a job with a higher maximum salary. An employee receiving a promotion shall be placed on the salary schedule with at least two steps beyond his/her current salary.

B. All vacancies to be filled will be advertised in accordance with Section 1, B of this article.

ARTICLE IX

LEAVES

SECTION 1: SICK LEAVE/MEDICAL

A. Any employee of the bargaining unit who is unable to perform his duty on account of personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of his own household and consequently has to be absent from his work, shall be granted leave of absence for sickness.

B. An employee shall be eligible to utilize sick leave for the purpose of medical and/or dental examinations. Such leave shall be deducted from accrued sick leave in half or full day units, provided however, that no employee shall be compelled to utilize more sick leave than is required by the employee. Principals or supervisors may, at their discretion, release

unit employees for up to two (2) hours without sick leave being charged against the employee for the purpose of medical and dental examinations.

- C. The Superintendent, Deputy Superintendent, department director, or principal may require a certificate of illness from a licensed physician or from the County Health Officer to substantiate a claim for sick leave or that the employee is able to work and perform his/her duties. Suspicion of sick leave abuse shall be subject to due process under Article XX.
- D. Sick leave accumulated in another Florida school district by an employee shall be accrued to the employee at a rate not to exceed 10 days per school year until all leave has been transferred to the MCSD district. Any such sick leave shall be added to sick leave earned in the district.
- E. Any employee may authorize sick leave to be transferred to another employee of the school district when the other employee is a spouse, child, parent or sibling. Such leave may only be transferred when the receiving employee has depleted his/her own sick leave.
- F. Any employee who suffers the death of an immediate family member shall be granted bereavement leave upon request for bereavement purposes and shall be deducted from the employee's sick leave. Immediate family for bereavement shall be defined as spouse, child, grandchild, mother, father, step father, step mother, sister, brother, grandparents and in-laws of such. Proof of relationship to the deceased may be required.

SECTION 2: FAMILY MEDICAL LEAVE ACT (FMLA)

This leave is available to qualified employees for a maximum period of 60 work days of unpaid leave per year. This leave may be used for the birth of the employee's child; the adoption of a child by the employee; to care for a seriously ill spouse, child, parent; or a serious personal health condition. Please note the Monroe County School Board will allow employees to utilize any leave time they have during this period.

To qualify the employee must have been employed for a 12 month period and have worked a total of 1250 hours. However, there are exceptions and an employee should contact the Personnel/Human Resources Department for clarification. Also, medical certification is required in the case of serious illness.

SECTION 3: EXTENDED SICK LEAVE POLICY

Any member of the bargaining unit who finds it necessary to be absent from duties because of illness and who has already utilized all of the sick leave for which he/she is entitled to receive compensation shall be granted extended sick leave without pay upon returning from absence and filing a claim setting forth the day or days absent stating that such absence was necessary. The Superintendent may require a certificate of illness from a licensed physician or from the County Health Officer to substantiate a claim for extended sick leave or to verify that the employee is able to work and perform duties.

SECTION 4: ILLNESS OR INJURY-IN-LINE-OF-DUTY LEAVE

Any member of the bargaining unit shall be entitled to illness-in-line-of-duty leave when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in the performance of his assigned duties. The following requirements shall be observed: Duration of leave and compensation: Leave of any such member of the bargaining unit shall be authorized for a maximum of ten (10) school days for illness contracted, or injury incurred, from such causes as described in the preceding. However, the Board may grant additional emergency sick leave out of local funds where the Board deems it necessary and proper to do so. Injury-in-the-line-of-duty leave shall be restored, if deducted, to an employee's sick leave upon approval. When an employee is injured in the line of duty, all procedures and required paperwork will be explained to the employee by his/her supervisor.

SECTION 5: SICK LEAVE POOL

- A. Purpose: A sick leave pool has been established, effective January 1, 1981, in order to provide members of the bargaining unit with an emergency pool of sick leave days in cases of prolonged absence due to personal illness or disability beyond those days available under personal sick leave or such other leave as may be available upon School Board action.
- B. Benefits: A member of the pool shall, upon proper application, be eligible to receive up to fifty (50) days from the pool within a 12 month period.
- C. Rules: Rules governing administration, membership and requirements of the Sick Leave Pool are included in Addendum C of this contract.

SECTION 6: PERSONAL LEAVE WITH PAY

Bargaining unit personnel may be granted four (4) days of personal leave with pay per school year under existing administrative guidelines for the purpose of conducting personal business involving special obligations which cannot be scheduled on non-duty days. Such leave shall be chargeable to sick leave and shall not be cumulative from year to year.

- A. Requests for personal leave should be submitted to appropriate supervisor or designee at least five (5) days prior to the date that the employee desires to be absent from his/her duties. Less notice may be acceptable in the event of unforeseen circumstances. No more than (10) ten percent of the workforce may be granted personal leave at one time except if approved by the employee's supervisor after a satisfactory explanation for the request.
- B. Personal leave may not be granted to extend vacation time or non-work, non-paid time on the days preceding or following school holidays recess or break periods except in unusual circumstances and not unless approved by the employee's supervisor after a satisfactory explanation for the request.

- C. Under no circumstances may personal leave be used to engage in a strike, picketing, or demonstration or in any other concerted activity regarding conditions of professional service or policies of the school district or in activities which disrupt the normal activities of any school.

SECTION 7: MILITARY LEAVE

All bargaining unit personnel called into active military duty by the Federal Government or who volunteer for active duty are to be considered on leave from their positions until said employees are discharged by the military. Employees on military leave will receive all raises as if he/she would have been entitled had he/she been at work.

Personnel belonging to one of the military reserve organizations requesting summertime training will be allowed leave with compensation, only if such training cannot be taken during the vacation period. A statement from the commanding officer designating the date of the required duty shall accompany the requesting officer designating the date of the required duty shall accompany the request for leave.

SECTION 8: TEMPORARY DUTY LEAVE - JURY DUTY - WITNESS

- A. Any member of the bargaining unit who is required to serve as a juror during his/her working hours, or who is subpoenaed to testify during such hours, shall be paid the difference between his/her regular salary and the basic fee received for such services excluding sums paid for travel expenses; except, that an employee may elect to inform payroll in advance of reporting for jury duty that he/she will be returning the fee to the payroll department in which case the employee shall receive his/her regular paycheck. The final paycheck of the school year for an employee exercising this option may be withheld if the conditions of this paragraph regarding the returning of the fee to the payroll department are not complied with. This provision is subject to any changes in law regarding this type of leave.
- B. In no case shall temporary duty leave with pay be granted for court attendance when an employee is engaged in personal litigation. Employees who have accrued personal leave shall be granted such leave upon request, and shall retain witness fees.

SECTION 9: LEAVE FOR ELECTED OR APPOINTED PUBLIC OFFICIALS

The Board agrees to provide temporary duty release time without pay for employees who are elected or appointed public officials to attend official meetings of their respective public bodies.

SECTION 10: PAID LEGAL HOLIDAYS

Paid legal holidays shall be provided as follows: ten month employees six (6). Eleven and twelve month employees, including the bus drivers, bus aides, and school food service workers employed for summer school (7). Additional days may be designated as holidays for all employees of the bargaining unit at the discretion of the Superintendent. The holidays shall be: Martin Luther King Day, President's Day, Labor Day, Veteran's Day, Thanksgiving Day (1), Memorial Day and Fourth of July (if working in summer school).

SECTION 11: TERMINAL LEAVE PAY

The Board will provide terminal pay for accumulated sick leave to an employee at normal or early retirement as defined by Chapter 238.07(2) (e), F.S. or to his/her beneficiary if service is terminated by death. The death benefit payment to the employee's beneficiary shall be paid within 30 days of receipt of the death certificate.

Subject to the preceding paragraph, accumulated sick leave will be paid in accordance with Chapter 1012.61(5) F.S. When service is terminated by death, the employee's beneficiary will receive payment in accordance with the above named Florida Statute. When service is terminated by normal or early retirement, terminal leave payment shall be paid as follows:

Beginning with the 6th year in the FL Retirement System, terminal leave pay shall be an amount determined by the employee's daily rate of pay multiplied by fifty percent of all accumulated sick days up to 150 days for a maximum payment of 75 days. Beginning with the 13th year of employment in the FL Retirement System and continuing through the 24th year, employees will be paid for one hundred percent of their accumulated sick days up to 150 days. For employees with 25 years in the FL Retirement System, employees will be paid for one hundred percent of their accumulated sick days up to 200 days. At least one-half of all cumulative sick leave must be established within the district granting such leave.

The Board and the Union agree to refer to the study committee the impact of reducing the 10th year and 13th year provisions of terminal leave to 6 and 10 years respectively. The study committee findings will be provided to the bargaining teams for the 2003-2004 negotiations.

Terminal leave pay will be handled in accordance with the BENCOR Agreement found in Appendix E.

SECTION 12: LEAVE WITHOUT PAY

Members of the bargaining unit shall be granted leave of absence for one month or more for personal reasons, without pay, upon submitting a request explaining the circumstances and necessity for such leave to his/her immediate supervisor. Such leave when approved by the Supervisor must also be approved by the Superintendent. Such leave should be submitted in advance whenever possible. Employees on such leave shall not accrue, or be entitled to, any benefits while on leave.

SECTION 13: PARENTAL LEAVE

Any employee who wants a leave of absence for the purpose of childbearing and/or rearing may be granted personal leave without pay. An employee shall also have the option of using available sick leave for childbearing.

SECTION 14: CONTINUITY OF EMPLOYMENT

No approved leave shall constitute a termination or break of continuity of employment.

SECTION 15: ANNUAL LEAVE

Employees who want to take annual leave must make a written application on the appropriate District leave forms to their immediate supervisor. All requests for annual leave taken during the months of June, July, and August shall be applied for by May 15 of each year and may be limited to two (2) weeks in duration. Employees may still apply after May 15th but shall not be able to pre-empt employees already granted leave. In resolving conflicts between two (2) applicants who submit their annual leave request on the same day and for the same dates, seniority shall be the deciding factor. An annual leave schedule shall be posted at each worksite to assist in the planning of annual leave during the months of June, July, and August. All annual leave requests shall be approved by the district supervisor for non-instructional employees.

ARTICLE X

EMPLOYEE SAFETY

SECTION 1: GENERAL

- A. The district agrees to maintain a safe, sanitary, and healthy working environment for employees and shall comply with applicable federal, state, and local laws and standards in regard to employee health and safety.
- B. The Union agrees to cooperate with the district in the identification of health and safety hazards.

SECTION 2: PROTECTIVE CLOTHING AND EQUIPMENT

- A. The district shall provide an eye wash, safety shower, and a first aid kit at appropriate locations in the work area and provide the appropriate training for its use.
- B. The district shall furnish protective eye wear in accordance with applicable standards established by state and federal law. Such equipment and clothing required by law or the district for use by the employees shall be supplied (paid for) by the district. Employees shall be required to wear protective eye wear, as required, in the performance of their duties.

SECTION 3: TRAINING

The district agrees to provide health and safety training for all new employees and to continue on-the-job training for all employees in an effort to reduce/eliminate on-the-job injuries and accidents.

SECTION 4: HEALTH AND SAFETY COMMITTEES

- A. A joint Union-Management health and safety committee shall be established. The committee shall consist of four (4) employees appointed by the Union and four (4) district representatives appointed by the Superintendent. The Superintendent shall select a chairperson.
- B. The committee shall meet twice a year to review and discuss matters of mutual concern in the areas of health and safety in a cooperative fashion. Committee members shall not suffer a loss of time or pay for attendance at health and safety meetings.
- C. Activities of the committees shall include, but are not limited to, suggestions for educational and training programs, complaint awareness, and suggestions for work procedures arising out of health and safety concerns. Minutes or reports of the committee shall be provided to the Superintendent and/or his designee and the Union.

SECTION 5: TRAINING COMMITTEE

- A. A training committee shall be established by January 1, 1996, to recommend training programs for job classes within the bargaining unit (custodial; food service; maintenance; transportation).
- B. The committee shall be composed of four (4) union members selected by the UTM President and four (4) members selected by the Superintendent. The chairman of the committee shall be appointed by the Superintendent.
- C. The committee shall also review all job descriptions for the job classes within the bargaining unit and make recommendations to the Superintendent regarding needed revisions and/or development of new job descriptions that may be needed.

ARTICLE XI

PERSONNEL FILES

SECTION 1: PROCEDURES

All employee personnel files shall be maintained under the following circumstances:

- A. No letters of reprimand that would indicate specific dissatisfaction with an employee's performance or letters of disciplinary action shall be placed in the employee's files until the employee has read the material. The employee shall have the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual file copies, with the understanding that such signature only signifies that he/she has read the material to be filed and does not indicate agreement with its contents.

- B. The employee shall have the right to answer any material filed and his/her answer shall be attached to the filed copy.

SECTION 2: ACCESS TO FILE

An employee shall be permitted to examine his/her file. Employees are encouraged to call in advance to arrange for such examination. A Union representative shall be permitted to examine an employee's file when authorized in writing by a notarized statement to do so by the employee.

The employee or authorized Union representative shall indicate in writing that such file has been examined. The employee or authorized Union representative shall be permitted conveniently to reproduce at his/her expense on the Board's premises, any material in the file. The validity of items of a derogatory nature placed in the personnel file of any unit member shall be subject to the grievance procedure.

SECTION 3: MAINTENANCE OF FILES

Personnel files will be maintained in accordance with Florida Statute 1012.31 as outlined in Appendix B to this contract.

ARTICLE XII

EMPLOYEE EVALUATION

- A. Employees shall be evaluated according to the current uniform evaluation procedures. Each individual shall be informed of the criteria, procedure, and timelines to be used. The employee performance evaluation form contained in the contract shall be used for the final evaluation.
- B. Supervisory personnel shall handle evaluations and related documents in a confidential manner.
- C. Employees shall be provided a copy of any evaluation prior to it being placed into the employee's file. The employee shall only sign the evaluation to indicate that he/she has received a copy. Such signature does not imply either agreement or disagreement. A witness may sign in the event an employee refuses to sign.
- D. No evaluation shall be placed in an employee personnel file unless the employee has acknowledged receipt of a copy. A witness may sign in the event an employee refuses to sign. The employee shall have the right to submit a written statement or rebuttal which shall be attached to the evaluation.
- E. Formal evaluations shall be completed and signed by the appropriate supervisor. No employee of the bargaining unit is authorized to evaluate another employee of the bargaining unit except for transportation supervisors who receive a salary supplement for additional duties of a supervisory nature.

- F. Evaluations will occur at least once a year no later than April 15th. An employee may request another evaluation following any evaluation which the employee feels is unsatisfactory. The supervisor will schedule this additional evaluation within twenty-five (25) calendar days of the request.
- G. All evaluations shall be conducted with the full knowledge of the employee being evaluated. The employee shall be given a copy of any documentation of an inspection which may have a bearing on the employee's final evaluation.
- H. All employees are entitled to request a review of his/her evaluation with his/her supervisor. The employee may be accompanied by a UTM rep if he/she so desires.
- I. When an evaluation includes reference to serious work performance deficiencies which the supervisor believes could eventually lead to disciplinary action, the employee will receive, in writing, the corrective action needed, a timeline for the corrective action, and the assistance which can be provided to remedy the deficiency or problem. A follow-up shall occur to assess the progress and/or completion of the suggested improvements.
- J. When disciplinary action is called for and just cause warrants such action, the procedures of Article V shall be followed.
- K. A copy of all evaluation forms and procedures in use shall be provided to the Union.

ARTICLE XIII

BUDGET REDUCTION/RIF/RECALL

SECTION 1: BUDGET REDUCTION

Should the Board be compelled by economic conditions to reduce the budget and if that reduction directly and materially affects wages, hours, terms and conditions of employment, the Board agrees to negotiate the impact of such reduction upon the provisions of this contract.

SECTION 2: REDUCTION IN FORCE

- A. Should the Board have to choose among its personnel as to which shall be retained, positions held by probationary, substitute, or temporary employees shall be terminated first.

- B. Should the Board still have to choose from among its regular employees, reduction of employees within designated areas shall occur using:
 - 1. Normal attrition.
 - 2. Following attrition, priority criteria shall be: service in the district, satisfactory performance evaluation, job qualifications, and Monroe County School Board staffing needs as recommended by the Superintendent. Prior to implementation this provision, the Superintendent will meet and confer with the union.
- C. Layoff
 - 1. Any regular employee subject to layoff may seek other positions in the district for which they are qualified.
 - 2. Any employee rehired within one year of layoff shall have all benefits, which were previously enjoyed, restored.

ARTICLE XIV

TASK FORCES AND COMMITTEES

SECTION 1: SCHOOL RELATED EMPLOYEE OF THE YEAR SELECTION COMMITTEE

- A. A district committee shall be formed to review all nominations for the school related employee of the year. The committee shall be composed of three (3) UTM members appointed by the President and three (3) district administrators appointed by the Superintendent.
- B. Each member of the committee will be provided with copies of the application form and other data for each nominee. Each committee member will independently review the information on each nominee and rank them in priority order highest to lowest. All of the information will then be sealed in the envelope provided each committee member and returned to designated staff in charge of the program at the time.
- C. Should it be necessary to meet, members of the committee may be provided with release time and travel expenses if applicable, to participate in the work of the committee.
- D. Nominees shall receive an award and the School Related Employee of the Year shall receive an additional award as indicated on the supplemental salary schedule.

SECTION 2: SCHOOL CALENDAR TASK FORCE

The Union shall appoint a non-instructional member to the existing school calendar committee.

Members of the Task Force will be provided with release time and travel expense, if applicable, to participate in the work of the Task Force.

SECTION 3: STUDY COMMITTEES

Study Committees shall be established during the term of this contract when mutually agreed to by the Superintendent and the Union President. Any study committee will consist of three (3) representatives and an alternate appointed by the Superintendent and three (3) representatives and an alternate appointed by the Union. One of the Superintendent's representatives will serve as the Chairperson of the Study Committee and shall be responsible for scheduling meeting dates and times, determining agendas, and otherwise presiding over the meetings.

Members of the Study Committees will be provided with release time and travel expenses, if applicable, to participate in the work of the committee.

SECTION 4: INSURANCE COMMITTEE

The Union shall appoint one non-Instructional employee to serve on the existing Insurance Committee. Members of the Committee will be provided with release time and travel expenses, if applicable, to participate in the work of the committee.

SECTION 5: SUBSTANCE ABUSE POLICY AND PROGRAM

The Board and the UTM agree to meet during the 93-94 school year in order to develop a memorandum of understanding concerning the adoption of a substance abuse policy and program. Any substance abuse program shall emphasize rehabilitation.

ARTICLE XV SALARIES AND SUPPLEMENTS

SECTION 1:

Schedules containing salaries and supplements for bargaining unit personnel will be printed in the contract or added as addendum when appropriate.

SECTION 2:

- A. When an employee qualifies for an adjustment to salary, the adjustment, as determined by management, will be made within thirty (30) days.
- B. If management agrees that an employee is improperly placed on a salary schedule, he/she shall be properly placed at the time of discovery and paid retroactively at the next pay period for any losses incurred as a result of the improper placement.

SECTION 3:

A salary and supplements schedule will be effective and applicable only for the particular school year involved. Salary (and increments) and supplements schedules will be re-negotiated each year except when there is a multi-year economic settlement.

SECTION 4:

Summer employment shall be compensated according to the appropriate salary schedule or for which he/she would receive during the regular school year for the particular job classification. Overtime pay shall be the same as the regular school year.

SECTION 5:

Employee salary payments shall be made bimonthly on the 15th and the end of the month for each job classification through direct deposit beginning January, 2008. The district shall assist employees with setting up a direct deposit account at a bank or credit union of their choice. Beginning in August 2008, all employees shall be paid on a 12 month basis. The annual salary shall be divided equally into twenty-four (24) pay periods except for adjustments occurring because of overtime or other such matters. Benefits and other voluntary elections shall be deducted over the first 20 pay periods. The anniversary date for step increases for all SRP bargaining unit members shall be July 1.

The employee's Direct Deposit Voucher shall be itemized with the additions section displaying the sources of additional pay. All deductions and contributions shall be itemized to disclose their destination or source. Completion of the itemized Direct Deposit Voucher will be by March 1st, 2003.

ARTICLE XVI

COMPENSATORY BENEFITS

In addition to salary benefits, the Board shall provide compensatory benefits as listed below. These benefits as implemented by resolution, policies, rules, directives, and memoranda in effect on the date this Agreement is executed shall not be changed, modified, or repealed during the term of this contract without mutual consent of the parties, except as stipulated therein.

SECTION 1: HEALTH INSURANCE

- A. Beginning January 1, 2010, the total health insurance premium shall be reduced by \$300 and the rate structure and contribution requirements for employee participation in the District's health insurance plan are as follows:

Plan	Employee Contribution	District Contribution
Single	\$1,385.38	\$8,250.08
Single + 1	\$3,242.86	\$8,716.42
Family	\$4,335.63	\$8,991.00

In future plan years, when a rate increase is recommended by the insurance committee and approved by the Board, the Board shall pay an additional contribution for each type of plan above. The additional contribution in future years shall be a minimum of 79% of the premium increase for the single plan. The employee shall be responsible for the remaining 21% or less of the premium increase for their chosen plan. In addition to the above amount, the Board shall contribute up to \$450.00 for employees Vista A benefits. Beginning with Plan Year 2006, the medical plan benefits will include a deductible of \$500 for all participants. Continuation of this deductible beyond the 2006 plan year is subject to the recommendation of the joint insurance committee.

Beginning with the 2005 enrollment period, when two married employees work for the school district, they shall be allowed to pool their combined Board contributions toward family health coverage.

- B. The impact of future increases in insurance premiums or other significant changes in coverage are of joint concern to the Board and the Union. Accordingly, any such proposed changes shall be referred to the Insurance Committee for their recommendation. The Union shall appoint an SRP employee to serve on the insurance committee.
- C. Any employee on leave shall be given the right to continue his/her health insurance coverage and any other benefits while on leave provided they make the contributions to the district.
- D. Any employee, upon retirement, shall be provided the option of continuing his/her health insurance coverage. Beginning July 1, 2007, retirees shall receive a contribution toward a single, single plus one, or family plan in the amount of \$5,844.50 (single), \$6,310.84 (single plus one), or family \$6,585.42. Future increases in premium rate increases for retirees shall be a subject of negotiations.
- E. The Board will provide access to employee assistance resources for all employees in the district through the efforts of the staff wellness committee.

SECTION 2: TRAVEL REIMBURSEMENT

A. Within Monroe County

Employees who do not receive monthly travel allowances and whose duties require them to travel within the county from their worksites to other locations in a privately owned vehicle will be reimbursed in accordance with the current adopted policy of the school board for such travel. **This provision includes employees that work at two locations or more each day. These employees shall have a travel adjustment as per FL Statutes 112.061 added to their normal paycheck each pay period.**

B. Outside Monroe County

Employees who are required to travel outside of Monroe County in their own vehicle or by common carrier shall be reimbursed in accordance with the current adopted policy of the school board for such travel.

SECTION 3: SICK LEAVE AND ANNUAL LEAVE

- A. Full-time employees, 51% of the average number of hours for the particular classification, shall accumulate sick leave at one day per month, or an equivalent number of hours per month equal to the employee's normal workday. Four (4) days or an equivalent number of hours as described above, shall be credited to each full-time employee at the end of the first month of employment of each year and thereafter, 1 day of sick leave, or an equivalent for each additional month of employment, which shall not be used prior to the time it is earned and credited to the employee. Employees shall be entitled to earn no more than 1 day per month or the equivalent number of hours as described above, times the number of months employed during the year of employment.
- B. Employees may not accumulate more than 42 days of annual leave and shall forfeit the excess on July 1 of each fiscal year except in the year of retirement. Accumulated annual leave shall be compensated at the employee's daily rate at the time of retirement or death up to the limit of 60 days. Employees may not request annual leave (to be taken at one time) in excess of the number of days earned during the current year. Additional days may be applied for and approved at other times during the year.

SECTION 4: ANNUAL INCENTIVE PAYMENT FOR ATTENDANCE

An employee who does not use but one (1) sick leave or personal leave with pay during the first 90 student days of the regular school year shall receive a \$250 incentive for the qualifying period payable on February 28. An employee who does not use but one (1) sick leave day or personal leave day with pay during the second 90 student days of the regular school year shall receive a \$125 incentive for the qualifying period payable on June 30. The district payroll department shall compile the list of qualifying SRPs within 15 working days of the end of each semester. Personal leave days taken when approved for religious purposes or jury duty shall be an exception to the provisions of this Section. A record of incentive payments shall be forwarded to the UTM President at the time such payments are made.

SECTION 5: 403b / 457 BENEFIT PLAN

403b and 457 voluntary supplemental retirement plans have traditionally been available to employees within the District. Only Employee money is invested in such plans. The District and the Union agree that the Employees should have access to the best possible supplemental retirement plans. Based upon the new Regulations established by the Internal Revenue Service, to become effective January 1, 2009, the District must adopt new procedures concerning the operation of 403b and 457 plans and the District will assume additional record-keeping and other responsibilities at that time.

In order to comply with these new Regulations, the District and the Union agree that the Model Plan, developed and recommended by the Independent Benefits Council (a non-profit Florida corporation formed by the Florida Education Association, the Florida Association of School Administrators, the Florida Association of District School Superintendents and the Florida School Boards Association), be adopted by the District and implemented at the earliest possible time, but no later than January 1, 2009.

The District and the Union agree that if any other company desires to be considered for approval as a 403b / 457 provider company, it must agree in writing to meet all of the pricing and other commitments made by the Model Plan companies and provide the District a Letter of Commitment stipulating to these guarantees, signed by an officer of the company.

ARTICLE XVII

TERM OF AGREEMENT

SECTION 1:

It is agreed and understood that this contract and each of its provisions shall be effective and constitute a legally binding contract upon execution by the Chairman of the Board and representatives of the Union.

SECTION 2:

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

SECTION 3: LENGTH OF CONTRACT

This contract shall be in force and binding upon the parties until midnight, July 31, 2010. The parties may reopen the contract on or before June 1, 2010, on the subjects of wages, fringe benefits, and new legislative enactment. However, it is agreed that the Board and the Union shall have the right to reopen negotiations during the term of this contract should new legislation require the Board or Union to take action on matters effecting wages, hours or working conditions or by mutual consent.

DATED at Key West, Florida, this 28th day of January, 2010 and effective July 1, 2009.


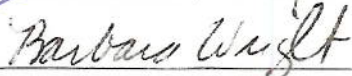
UNITED TEACHERS OF MONROE
LOCAL 3709, FEA, AFT, NEA

THE DISTRICT SCHOOL BOARD
OF MONROE COUNTY, FLORIDA


BY LEON FOWLER, PRESIDENT


BY ANDY GRIFFITHS, BOARD CHAIRMAN


BY HOLLY HUMMELL-GORMAN, VP


BY JOSEPH BURKE, SUPERINTENDENT

BARBARA WRIGHT, CHIEF NEGOTIATOR

APPENDIX A

GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, expeditious resolution of the problems which may arise concerning the interpretation and application of this Agreement. The Union and the Board agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

SPECIAL PROVISIONS

SECTION 1: LETTER OF INQUIRY

Either the supervising administrator or the Union may send a Letter of Inquiry (Form E) to the Superintendent for the purpose of seeking a clarification of a Board rule, State law, and/or terms and conditions of employment as set forth in this Agreement. The Superintendent or his/her designee shall respond within ten (10) working days of receipt of the Letter of Inquiry. If the interpretation of the Letter of Inquiry is not satisfactory to the Union, a formal grievance may be filed if the subject of the Letter of Inquiry is arbitrable under the terms and conditions of this Agreement. The Letter of Inquiry will state the time for filing of a grievance at Step 1 only where the Letter of Inquiry is filed with the Superintendent with the time limits for filing of a grievance under Step 1.

SECTION 2: ARBITRATION EXPENSES

Arbitration expenses shall be shared equally by the Board and the Union or by the member of the bargaining unit if the Union chooses not to process the grievance. The Union shall not be responsible for any costs attendant to the resolution of a grievance for employees who are not members of the Union.

SECTION 3: BOARD COSTS

Should an individual employee decide to process a grievance to arbitration where the Union has declined to do so, the employee shall pay in advance to the Board one half (1/2) of the approximate costs of the arbitration. The costs shall be based upon the estimated length of time of the arbitration hearing and shall also be based upon allowing a minimum of two (2) days for arbitrator to prepare his/her decision. In this regard, the costs shall be computed at the rate to be charged by the arbitrator for his/her service.

SECTION 4: DEFINITIONS

- A. The term "grievant" shall mean a bargaining unit member, group of bargaining unit members, or the Union filing a grievance.
- B. The term "grievance" shall mean a written allegation by a grievant that there has been a violation, misinterpretation, misapplication, or disagreement arising out of or involving the terms of this agreement.
- C. Time limits set forth in this Article shall not include Saturday, Sunday, and paid holidays.

- D. For the purposes of this procedure, "filing" means actual receipt of grievance.
- E. The grievant shall be entitled to representation at any level of the grievance process. If the Union has declined to process the grievance, it shall be sent copies of all written communications between the Board and the grievant. Further, the Union shall be advised, in writing, of the dates of any meetings held to resolve the grievance and shall have the right to send one (1) observer to the proceedings.
- F. All time limits herein stated shall be adhered to unless mutually waived on the form provided (Form D).
- G. A grievance involving more than one unit member or group of unit members at different work sites or filed by the Union shall begin at Step 2.
- H. All documents concerning a grievance shall be filed separately from employee personnel files, except those which must legally be part of the personnel file.
- I. Filing of or the lawful participation in a grievance shall not be reason for any disciplinary action against an employee.
- J. Any grievance arising during the term of this contract shall be processed to its resolution notwithstanding the expiration of this contract.
- K. In the event a grievance is filed at such time that it cannot be processed through Steps 1 and 2 prior to the end of the contract year, and if left unresolved could cause irreparable harm to the grievant, the time limits herein will be reduced.
- L. Resolution of any grievance shall not be inconsistent with this contract.
- M. The grievant or employees who are called as witness will, if necessary, be allowed release time without loss of pay to process, or assist in the processing of a grievance.
- N. The Union representative may consult with employees in an effort to resolve grievances, or to process them, during duty-free times.
- O. Grievances under this contract shall be processed separately and individually. Only one grievance shall be submitted to an arbitrator for decision in any given case, unless mutually agreed to do otherwise.
- P. Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance not submitted according to the procedure contained in this Article shall be barred, forfeited, and foreclosed for all contractual or legal purposes and shall result in the forfeiture of all rights to arbitration. Additionally, should a principal or the Superintendent fail to timely respond to grievances submitted to them under this Article, the grievant and/or the Union shall have the right to process the grievance to the next level without having to wait for a disposition of the grievance.
- Q. 1. This grievance procedure shall be the sole and exclusive method of resolving any matter which is subject to the grievance/arbitration procedure of this contract. Neither the

Union nor the employee covered by this contract shall pursue any grievance concerning any matter which is subject to the grievance/arbitration procedure through the courts, the Board, or any other agency.

2. Disputes involving matters not covered by the grievance/arbitration provisions of this contract shall be dealt with under available statutory and administrative remedies. Notwithstanding, any other provision in this contract, matters concerning discharge and/or suspension of employees, renewal and/or non-renewal of employee contracts, shall not be subject to the grievance/arbitration procedure herein. Such matters shall be dealt with in accordance with available remedies contained in Florida Statutes and applicable administration regulations. The employee may request either a hearing by a Department of Administration Hearing Officer or a hearing before the School Board. A request for a hearing must be made within 15 days by the affected employee or his representative.

R. Where Union representation is provided herein, the employee shall be represented by the Bargaining Agent provided; however, if the Bargaining Agent chooses not to represent the employee, the employee shall have the right to representation of his/her own choosing.

S. Any grievance must be submitted on the forms developed by the Union and the Board.

SECTION 5: PROCEDURES:

Any grievance between the Board and the Union or any employee shall be settled in the following matter:

Step 1: Within fifteen (15) days after the occurrence of the event giving rise to the grievance, the grievant shall file a claim on Form A with the principal or supervisor at the school or work site with a copy to the Union, unless a Letter of Inquiry has been filed. Within five (5) days of the receipt of the Form A, the principal, supervisor or his/her management designee shall hold a meeting with the grievant or his/her Union representative to resolve the grievance. The principal, supervisor or his/her designee shall indicate his/her disposition of the grievance within five (5) days of the meeting held to resolve it. Copies of said disposition shall be filed with the grievant and the Union. If the grievant is not satisfied with the disposition at Step 1, or if no disposition at Step 1, or if no disposition is filed within the time limit, the grievant or the Union may, within five (5) days, file the grievance at Step 2 on Form B.

Step 2: Within ten (10) days of receipt of Form B, the Superintendent or his/her designee, shall hold a meeting to resolve the grievance with the Union representative and/or grievant. The Superintendent or his/her designee shall indicate his/her disposition of the grievance within five (5) days of the meeting held to resolve it. Copies of said disposition shall be filed with the grievant, his/her principal or supervisor and the Union.

Step 3: If the grievant is not satisfied with the disposition at Step 2, or if no disposition is filed within the time limit, the Union or the grievant may file within ten (10) days a request for arbitration with the Superintendent's office on Form C. If the Union chooses not to proceed to arbitration, the grievant may proceed on his/her own. Within ten (10) working days after receipt of the written request for arbitration, the Superintendent or his/her designee

shall meet with the grievant and/or representative of the Union and attempt to select an impartial arbitrator during said time, then either party may request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of alternately striking three (3) names, thus leaving the seventh who shall be the impartial arbitrator whose lawful decision in the matter, if made in accordance with the contract, shall be final and be finding upon the parties. A copy of the request to the Federal Mediation and Conciliation Service shall be promptly furnished to the other party by the party requesting the panel from the Federal Mediation and Conciliation Service.

The Arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted and where permitted by law, may include a monetary award. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which adds to, subtracts from, modifies or alters the terms of this contract. Further, this contract shall not be construed by an arbitrator in any way to supersede or preempt applicable laws, ordinances, statues, nor shall any arbitrator have the authority to modify, change, amend, add to, subtract from, or otherwise alter or supplement this contract or any part thereof.

STEP I

THE DISTRICT SCHOOL BOARD OF MONROE COUNTY
241 Trumbo Road
Key West, Florida 33040

(Please Type or Print with Ball-point Pen)

NAME OF GRIEVANT _____ DATE FILED _____

HOME ADDRESS _____ HOME TELEPHONE _____

WORK LOCATION _____ EMPLOYEE NO. SS# _____

SUPERVISOR _____ UNION REP. _____

Date Cause of Grievance Occurred

Statement of grievance including reference to specific contract Article number. (If additional space is required, please attach statement.)

Relief Sought:

Signature of Grievant/Union Rep. Date

Decision by Supervising Administrator. (If additional space is required, please attach statement.)

Signature of Supervisor Date

Distribution of Form:

- 1. Supervisor
- 2. Grievant
- 3. Union
- 4. Superintendent

Signature of Grievant
(Signature of grievant indicates receipt, and does not necessarily indicate agreement with decision.)

STEP II

THE DISTRICT SCHOOL BOARD OF MONROE COUNTY
241 Trumbo Road
Key West, Florida 33040

(Please Type or Print with Ball-point Pen)

NAME OF GRIEVANT _____ DATE FILED _____

HOME ADDRESS _____ HOME TELEPHONE _____

WORK LOCATION _____ EMPLOYEE NO. SS# _____

SUPERVISOR _____ UNION REP. _____

SUPERINTENDENT _____

Date Received by Superintendent _____

Decision by Superintendent. (If additional space is required, please attach statement.)

Signature

Date

Distribution of Form:

- 1. Supervisor
- 2. Grievant
- 3. Union
- 4. Superintendent

SUBMISSION TO ARBITRATION

The Board and Union are parties to a contract containing a final and binding arbitration procedure. Pursuant to the terms of that procedure, the parties submit the following to arbitration:

REQUEST FOR EXTENSION OF TIME

(Please Type or Print with Ball-point Pen)

Request Made By: _____

Status of Grievance: _____

Grievant

Step I

Bargaining Agent

Step II

District School Board

Arbitration

Amount of Additional Time Requested:

Reason for Request:

Date Received: _____

Signature (party making request) Date

Response to Request:

Signature
(party responding to request)

Date

Distribution of Form:

- 1. Supervisor
- 2. Grievant
- 3. Union
- 4. Superintendent

LETTER OF INQUIRY

(Please Type or Print with Ball-point Pen)

The undersigned hereby requests clarification from the Superintendent with reference to the following:

Florida Statute _____
(Statute Number)

Board Policy Rule _____
(Rule Number)

Contract Provision _____
(Article Number)

The issue with reference to the identified statute, rule or contract provision with requires clarification is as follows:

Signature

Title

Address

Date

Distribution of Form:

1. Originator (Other than Union)
2. Union
3. Superintendent

(For Official Use Only)

Date Received _____ Letter of Inquiry # _____

Date of Response _____
(attach copy of response)

Signature of Superintendent

APPENDIX B

PERSONNEL FILES

Pursuant to Florida Statutes 012.31 Personnel files - Public school system employee personnel files shall be maintained according to the following provisions:

- (a) Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.
- (b) No anonymous letter or anonymous materials shall be placed in the personnel file.
- (c) Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
- (d) No such materials may be placed in a personnel file unless they have reduced to writing within 45 calendar days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials.

Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed.

- (e) A copy of such materials to be added to an employee's personnel file shall be provided to the employee either:
 - (1) By certified mail, return receipt requested to his/her address of record; or
 - (2) By personal delivery to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.
- (f) The employee shall have the right to answer in writing any such materials in a personnel file as of July 1, 1983, as well as any such material filed thereafter, and the answer shall be attached to the file copy. The employee shall have the right to request that the Superintendent or his/her designee make an informal inquiry regarding material in his/her personnel file which the employee believes to be false. The official making the inquiry shall append a written report of his/her findings to the material.
- (g) Upon request the employee, or any person designated in writing by the employee, shall be permitted to examine the personnel file. The employee shall be permitted conveniently to reproduce any materials in the file at a cost no greater than 5 cents a page.
- (h) The custodian of the record shall maintain a record in the file of those persons reviewing the file each time it is reviewed.

- (i) Public School system employee personnel files are subject to the provisions of chapter 119, except as follows:
- (1) Any complaint and any material relating to the investigation of complaint against an employee shall be confidential until the conclusion of the preliminary investigation or until such time as the preliminary investigation ceases to be active. If the preliminary investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to the effect signed by the responsible investigating official shall be attached to the complaint and the complaint and all such materials shall be open thereafter to inspection pursuant to chapter 119. If the preliminary investigation is concluded with the finding that there is probable cause to proceed further or with disciplinary action taken or charges filed, the complaint and all such materials shall be open thereafter to inspection pursuant to chapter 119. If the preliminary investigation ceases to be active, the complaint and all such materials shall be open thereafter to inspection pursuant to chapter 119. For the purpose of this subsection, a preliminary investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation shall be presumed to be inactive if no finding relating to probable cause is made within 60 calendar days after the complaint is made.
 - (2) Employee evaluations prepared pursuant to s.231.17(3), s.1012.34, s.1021.33, or rules adopted by the State Board of Education or a local school board under the authority of said sections, shall be confidential until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983, shall be made public pursuant to this section.
 - (3) No material derogatory to the employee shall be open to inspection until 10 calendar days after the employee has been notified pursuant to paragraph (2) (c).
 - (4) The payroll deduction reports of the employee shall be confidential.
 - (5)
 - (a) Employee medical records, including psychiatric and psychological records, shall be confidential; provided, however, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have the access to such records.
 - (b) Notwithstanding other provisions of this section, all aspects of each employee's personnel file shall be open to inspection at all times by School Board members, the Superintendent, and the principal or their respective designees, in the exercise of their respective duties.
 - (c) Notwithstanding other provisions of this section, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.

The term "personnel file" as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever,

with respect to any of its employees, which is uniquely applicable to that employee, whether maintained in one or more locations.

APPENDIX C

SICK LEAVE POOL

A. Purpose

A sick leave pool has been established, effective January 1, 1981, in order to provide members of the bargaining unit with an emergency pool of sick leave days in cases of prolonged absence due to personal illness or disability beyond those days available under personal sick leave or such other leave as may be available upon School Board action.

B. Benefits

A member of the sick leave pool shall, upon proper application, be eligible to receive up to fifty (50) days from the pool within a 12 month period.

C. Membership and General Requirements

1. Participation in the sick leave pool shall at all times be voluntary on the part of the employees.
2. Any member of the non-instructional staff employed on a fifty-one percent (51%) or more contract shall be eligible for participation in the sick leave pool after one year of employment with the District School System, provided that such employee has accrued a minimum of seven (7) unused sick leave days by the end of the open enrollment period. A sick leave pool member may (only) discontinue their membership in the pool during the open enrollment period. **The enrollment periods shall be the months of September and February of each school year.**
3. Each employee shall, upon signing an authorization form for the sick leave pool, contribute one day during the official enrollment periods. Participating members shall be required to contribute an additional day when the number of pool days has fallen below thirty (30) days. However, such additional days shall in no event exceed one per school year. Any such contribution to replenish the sick leave pool shall be equally required of all employees participating in the pool.
4. A sick leave day contributed by a member will not be returned to the employee except as authorized hereinafter.
5. Any sick leave time drawn from the pool by a participating employee must be used for the employee's personal catastrophic illness, accident, or injury. A catastrophic occurrence shall be defined as a debilitating cancer, TB, stroke, heart disease, a major operation or serious accident with a long recovery period and any long term or chronic illness.

6. A participating employee who uses sick leave from the pool shall not be required to re-contribute such sick leave except as otherwise provided in this section.
7. A participating employee shall not be eligible to use sick leave from the pool until all of the employee's sick leave days have been utilized.
8. All members shall, provide medical documentation to the Review Committee certifying the catastrophic illness as defined in section 5 and shall agree to all other terms and conditions necessary in writing prior to being granted pool days.
9. Application by employees for withdrawal from the sick leave pool shall be submitted to the Review Committee which shall review the requested withdrawal and approve or disapprove same based upon circumstances involved in the requested withdrawal.
10. Sick leave pool days may not be utilized for normal childbirth (includes C-section) unless serious complications occur as documented by the employee's physician.
11. In the event the Sick Leave Pool is disbanded, all days remaining in the pool at the time of said action shall be divided equally among the members of the pool without regard to length of membership or prior use of the pool and returned to their individual sick leave accumulations.
12. Each employee who participates in the sick leave pool agrees to hold harmless the Monroe County School Board, the United Teachers of Monroe, the Review Committee and the Study Committee from any liability as a result of the establishment and/or administration of the sick leave pool. Any and all disputes concerning the sick leave pool shall be submitted exclusively to the Review Committee for resolution. The decision of the majority of the Review Committee shall be final and binding. In the event the Review Committee deadlocks, the matter may then be appealed to arbitration pursuant to the conditions and procedures contained in Appendix A of this agreement.

D. Administration

1. Administration of the pool will be by a Review Committee which shall be established as follows:
 - (a) The committee will consist of six members, three to be named by the Union and three to be named by the School Board.
 - (b) No decision of the Review Committee shall be made by fewer than four members, two of which are School Board appointees and two of which are Union appointees.
 - (c) The committee shall review all applications for withdrawal of pool days and shall have the right to approve or disapprove applications and to request additional information or medical documentation.
 - (d) The Review Committee shall develop a procedure for investigation of possible abuse of the pool and shall have the responsibility for imposing penalties as determined hereinafter.

2. The Review Committee shall have available to it a representative of the Study Committee, as established by the Contract. The representative shall be available to assist in interpretation of the contractual and procedural provisions of the pool.
3. The Study Committee will retain the right to waive additional contributions if the pool has sufficient days to meet all current requests for withdrawal or to assess additional contribution not to exceed one (1) day per year.
4. The Review Committee shall annually issue a report to the members of the pool, to the UTM President and to the school superintendent. Such a report shall include the date of any pool day assessment, number of days contributed, utilization and current pool balance. The district shall assign an employee of the payroll department to act as custodian of the sick leave pool and shall maintain the files of all requests including documentation supporting the sick leave pool use.

E. Penalties

Upon finding by the Review Committee that a member has fraudulently withdrawn days from the pool, that member may be subject to the following penalties:

1. Pool reimbursement to the School Board for the total dollar value of the days withdrawn.
2. Interest on said amount up to 15%.
3. Ineligibility for continuing membership in the pool.
4. Such other penalties as may be recommended.
5. Such other penalties as may be available to the Board.

APPENDIX D

PAYROLL DEDUCTION

I. ADMINISTRATIVE PROCEDURES FOR DUES CHECK-OFF, UNIFORM ASSESSMENTS AND ECONOMIC SERVICE TRUST DEDUCTIONS.

It is agreed that payroll deduction of dues for the Union shall be extended in accordance with the following provisions:

A. Payroll deduction of Union dues for all unit employees eligible for membership in the United Teachers of Monroe Bargaining Unit shall be provided only for the United Teachers of Monroe as the certified exclusive bargaining agent for this classification of employees and shall not be provided any other union/employee organization within that unit.

B. The amount of dues shall be determined by the Union. The schedule for deductions must be made within the framework of the existing mechanized payroll schedule.

C. Dues authorization cards submitted after the date necessary for the full amount of dues to be deducted are to be processed according to the figure determined by the Union, provided that the amount to be deducted shall be uniform for the remainder of that school year.

D. The Board shall collect and transmit such monies as are sufficient to provide for the full payment of membership and uniform assessment pursuant to the terms and conditions contained in the dues authorization contracts signed by members of the Union. Such monies shall be transmitted to the Union within three (3) working days of in accordance with the terms and provisions indicated on the payroll deduction card and in accordance with Chapter 447 F.S.

H. The Union shall indemnify the issuance of instructional payroll checks.

E. The uniform assessment shall occur in conjunction with the regular pay cycle for instructional personnel and shall be deducted in ten equal payments, the amount to be determined by the Union.

F. If the authorization and deduction form is filed ten (10) working days prior to the employee's payroll cut-off date, deductions shall commence with the payday of that period. If is not filed until after the aforesaid period, deductions shall not commence until the following pay period.

G. The Union will be supplied with a deduction register every pay period, showing employee name, Social Security number, work locations, and the amount deducted for that pay date. All starts and/or cancellations of payroll deduction for employees shall be Board against any and all claims, demands, suits, or other forms of liability that shall arise out of action by the Board for the purpose of complying with any provisions of the check-off Article.

II. DEDUCTION FOR ECONOMIC SERVICE TRUST

The detailed and explicit procedures for implementation of payroll deduction for service, benefits sponsored and endorsed by the Union through **Fringe Benefits Management Company** shall be jointly developed and agreed to by the Union and the Board.

APPENDIX E - BENCOR

LETTER OF UNDERSTANDING FOR TERMINAL SICK LEAVE AND ANNUAL LEAVE SHELTER

The District School Board and the United Teachers of Monroe enter into this agreement in order to provide a tax shelter to Employees and the District for annual sick leave accumulations. Provisions of the agreement shall take place upon adoption by both parties.

AN OVERVIEW OF THE NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN (401)(a) QUALIFIED RETIREMENT PLAN) "NATIONAL PLAN" FOR TERMINAL SICK LEAVE PAY/ANNUAL LEAVE BUY-OUT/"SPECIAL PAY"

FOR
SCHOOL BOARD OF MONROE COUNTY and the UNITED TEACHERS OF MONROE

SPONSORED BY:
MANULIFE FINANCIAL
BENCOR, INC.

MARKETED BY:
BENCOR, INC.

PLAN TRUSTEE:
FIRST UNION BANK OF FLORIDA

ADMINISTERED BY:
PENCO, INC.
1313 Kemper Road, Suite 211
Cincinnati, Ohio 45246
(513) 671-1025
TOLL FREE (888) 258-3422
FAX (513) 671-4273

The NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN (NATIONAL PLAN) is offered by BENCOR, Inc. to help governmental units and their Employees take maximum advantage of the Federal tax laws. Provided below is an explanation of how the Plan works, what advantages it offers to you and an illustration.

Eligibility

- Employees that are retiring and eligible for terminal leave benefits from the Monroe County School District are required to participate in this Plan.
- Terminal Sick Leave Pay and Annual Leave will be placed into the NATIONAL PLAN subject to contribution limits. (Please see *Contribution Limits* below.)

Benefits to Employee/Participant

- Employee permanently saves the 7.65% Social Security and Medicare tax on eligible plan contributions.
- Contributions are made on a pre-tax basis. Deferral of Federal and any state and local income taxes on this compensation until distributions are taken.

Contribution Limits

- Maximum Plan Contribution cannot exceed 25% of Plan Year salary or \$30,000 whichever is less. The Maximum Plan Contribution limit is calculated each year.
- Plan Year Compensation – Wages plus Terminal Sick Leave Pay plus Annual Leave Pay (plus “Special Pay” if applicable) for the fiscal year (7/1 – 6/30).
- Annual Leave whether placed into the Plan or not, will qualify for FRS retirement benefit calculations *unless* it is received at the end of DROP.

Vesting

- All contributions are 100% vested.

Trustee

- First Union Bank acts as Trustee for the NATIONAL PLAN and handles all deposits into the Plan and distributions from the Plan.

Investments

- Manulife Financial provides the investment vehicles for this retirement plan. Please see enrollment package for further information regarding investment options or contact their Web site at www.Manulife.com/USA
- All investments are participant directed. If participant does not direct investments, the participant’s contribution will automatically be placed in the Stable Value Fund.
- Manulife Financial is rated A++ (Superior) by A.M. Best.
- Manulife Financial has over \$54 billion in total assets.

Third Party Administration

- PENCO, Inc. provides a full range of administrative services to the NATIONAL PLAN and its participants.
- For general Plan information or for specific account information or to change investment options, please phone 1-888-258-3422.

Statements

- Quarterly statements will be provided to each participant.
- Account balances will be updated daily.

Distributions

- It may be most advantageous under Federal tax laws to delay taking distributions until a later tax year when the individual tax rate may be lower.
- When an eligible participant terminates employment, the participant may choose to leave money in the Plan, self-directing future investments and taking distributions as desired in a *tax deferred manner*, or the participant may elect to take a lump sum distribution. Periodic

payments may be taken monthly, quarterly, semi-annual or annually. In addition, distributions will be made on account of death or total disability.

- To receive a distribution, the participant must initiate the process by requesting a distribution packet from the Administrator.
- Distribution request can be made after one day in plan.
- Distributions will be processed in a timely manner with minimum waiting (10 days-30 days).
- Loans-For loan provisions, contact Plan Administrator.
- A terminating Employee (or surviving spouse) can roll over the distribution into an IRA or into another Employer's qualified retirement plan.
- There is no 10% penalty if the Employee is over age 55 (not age 59 - ½).
- Retired employees who have left the school system and fall within a certain age category (those who are less than 55) and elect to withdraw these funds are subject to a 10% early withdrawal penalty by the IRS. It is recommended the Board hold harmless those employees who fall within this category, if they request their funds from the Plan Administrator within 45 days of actual retirement and termination from the Monroe County School District. This would normally require a make up of 2.35% (10% penalty less 7.65% previous savings on social security taxes). However, individuals who have met their FICA salary limit before retiring would receive a 10% reimbursement for accounts over the limit. Each employee will have to be calculated individually to determine the impact. The funds necessary for this feature would come from the savings the Board accrues from not matching the social security tax. This modification would have a minimal impact on the savings generated
- **Please consult your tax advisor for information regarding the taxability of Plan distributions.**

Expenses

- No front end load.
- No back end load.

Monroe County School District's DROP Participants

- DROP participants' Terminal Sick Leave Pay/ Annual Leave will be processed as follows:
- **Annual Leave** - Employees participating in DROP have the option to (1) receive their Annual Leave as a lump sum distribution at the time of enrollment in DROP or (2) receive a lump sum payment at the end of the DROP period. If option (1) is chosen (Annual Leave paid as a lump sum at the time of enrollment in DROP), this dollar amount will be included in the employee's compensation for retirement benefit calculation purposes (FRS). If option (2) is chosen (wait until end of DROP period), this dollar amount is not included in the FRS benefits calculation.
Under option (1) or option (2) above, Annual Leave will be placed into the "National Plan" subject to contribution limits. Any Annual Leave in excess of Plan contribution limits will be paid to the participant subject to federal tax and related payroll taxes, (Social Security and Medicare). The Participant does not have access to Plan contributions until the end of DROP - other than through the loan provisions.
- **Terminal Sick Leave Pay** - An Employee participating in DROP will have an amount deposited within their account equal to that percentage of the time left under their DROP option multiplied by the value of the balance of the Employee's accrued sick leave days.

DROP PARTICIPANT 60 months (maximum allowable)

Year 1	20% of balance of terminal sick leave
Year 2	25% of balance of terminal sick leave
Year 3	33.33% of balance of terminal sick leave
Year 4	50% of balance of terminal sick leave
Year 5	100% of balance of terminal sick leave

Allowing employees to shelter their terminal pay in this fashion maximizes the terminal pay that they can shelter. This occurs by the spread of those funds over the 60 month DROP period. These percentages would change according to the option chosen by the employee (i.e. a DROP participant could choose only a three year DROP period, their funds would be deposited over the three year period for a total of 100% by the end of that selection). This percentage may be modified in the first year of enrollment in DROP, if the first year amount, when combined with the payment for accrued annual leave, exceeds the amount that can be sheltered.

Tax Sheltered Annuities (T.A.S.4) (403(b))

- Contributions made to the NATIONAL PLAN are Employer contributions to a 401(a) qualified retirement plan. *In most cases*, participants in the NATIONAL PLAN will be able to make maximum contributions to their 403(b) plans.
- Please consult your TSA advisor or your tax advisor regarding your contribution limits.

Illustration

Martha is a Teacher with the Monroe County School District with 25 years of service. Her annual salary is \$48,000 and she has \$20,000 of accumulated sick pay. Her Plan Year Compensation is \$68,000 (\$48,000 + \$20,000). Her Maximum Plan Contribution is \$13,600 (\$68,000 x 20%). She intends to retire as of June 30, 2000, the last day of the School District's fiscal year.

To illustrate the 2000 tax effect, her total income for calendar year 2000 will be \$44,000, consisting of the sum of her half-year salary of \$24,000 and \$20,000 Terminal Sick Leave Pay.

Absent the NATIONAL PLAN, Martha will have 2000 taxes as follows:

Federal income tax	$\$44,000 \times 28\%$	=	\$12,320
Payroll tax - FICA	$\$44,000 \times 6.20\%$	=	\$ 2,728
Payroll tax - Medicare	$\$44,000 \times 1.45\%$	=	\$ 638
	TOTAL:		\$15,686

With the NATIONAL PLAN, however, \$13,600 (\$68,000 x 20%) of Martha's sick pay (Maximum Plan Contribution) (\$6,400 paid in cash less taxes) will be deposited by the School District in her plan account, so that her 2000 taxes now will be:

Federal income tax	$\$30,400 \times 28\%$	=	\$ 8,512
Payroll tax - FICA	$\$30,400 \times 6.20\%$	=	\$ 1,885
Payroll tax - Medicare	$\$30,400 \times 1.45\%$	=	\$ 441
	TOTAL:		\$10,838

Thus, with the NATIONAL PLAN, Martha is able to defer \$3,808 in income taxes (\$12,320 - \$8,512) to a future year, when she withdraws her plan account. She realizes permanent savings in payroll taxes of \$1,040 {(\$2,728 + \$638) - (\$1,885 + \$441)}.

In addition, if Martha so desires, she can possibly make a maximum contribution to her 403(b) annuity program for the year, thereby deferring additional income tax.

Illustration 5 years Drop

Examples below demonstrated both UTM and SRP Member payouts of Drop Program Sick Leave distributions:

UTM: Teacher- Master’s Degree-Top of Salary Schedule - Maximum days accumulated

Year	Annual Salary	Daily Rate	No. Sick Leave Days	Value of Sick Leave	Sum of Sick leave and Salary	IRS Percent Maximum	School Max Shelter Sick Leave	No of Sick Days Sheltered	School Board and Employee Savings
1	50,908.00	259.73	200.00	51,946.94	102,854.94	25,713.73	10,389.39	40.00	794.79
2	52,435.00	267.53	170.00	45,479.34	97,914.34	24,478.58	11,369.83	42.50	869.79
3	54,008.00	275.55	137.50	37,888.27	91,896.27	22,974.07	12,616.79	45.79	965.18
4	54,008.00	275.55	101.71	28,026.98	82,034.98	20,508.75	14,013.49	50.86	1,072.03
5	54,008.00	275.55	60.86	16,769.00	70,777.00	17,694.25	16,769.00	60.86	1,282.83
6	54,008.00	275.55	10.00	2,755.51	56,763.51	14,190.88	2,755.51	10.00	210.80
							\$ 67,914.02	250.00	\$ 5,195.42

SRP: Custodian - Top of Salary Schedule- Maximum days accumulated

Year	Annual Salary	Daily Rate	No. Sick Leave Days	Value of Sick Leave	Sum of Sick leave and Salary	IRS Percent Maximum	School Max Shelter Sick Leave	No of Sick Days Sheltered	School Board and Employee Savings
1	23,522.00	120.01	200.00	24,002.04	47,524.04	11,881.01	4,800.41	40.00	367.23
2	24,194.00	123.44	170.00	20,984.59	45,178.59	11,294.65	5,246.15	42.50	401.33
3	24,890.00	126.99	137.50	17,461.10	42,351.10	10,587.77	5,814.55	45.79	444.81
4	24,890.00	126.99	101.71	12,916.45	37,806.45	9,451.61	6,458.22	50.86	494.05
5	24,890.00	126.99	60.86	7,728.12	32,618.12	8,154.53	7,728.12	60.86	591.20
6	24,890.00	126.99	10.00	1,269.90	26,159.90	6,539.97	1,269.90	10.00	97.15
							\$31,317.35	250.00	\$ 2,395.78

Agreed to this _____ day of May, 2000.

By:

Leon Fowler, President of United Teachers of Monroe

Mike Lannon, Superintendent of District School Board of Monroe County

Andy Griffiths, Chairman of District School Board of Monroe County

APPENDIX F: INTERVIEWING AND RANKING FORM FOR VACANT OR NEW POSITIONS

Form for Ranking			
	Meets first consideration	Notes	Score: 5 to 1; 5 best; 1 least
Qualifications: (See definition)			<u>5 points max</u>
Training: (See definition)			<u>5 points max</u>
Experience: (See definition)			<u>5 points max</u>
Annual Evaluations: <u>(overall satisfactory or above and must have been an employee for 1 year.</u>			<u>5 points max</u>
Time in the District: <u>Must have 1 year of service</u>			<u>1 point for each year of service</u>
Total Score Attach individual interviewer forms to the composite form if there is more than one interviewer			

Meets Minimum Requirements

If requirements are met Ranking Total _____

Signature of Interviewer: _____

Date: _____

The School Board of Monroe County, Florida
Employee Performance Evaluation

Name of Employee _____ Position/ Title _____

Period Covered: _____ School/Dept. _____

Rating Scale: C=Commendable G=Good N=Needs Improvement U=Unsatisfactory

<u>EMPLOYEE PERFORMANCE</u>	C	G	N	U
<u>QUALITY AND QUANTITY OF WORK</u> - The employee completes all assigned duties and responsibilities in a timely, efficient and organized manner.				
<u>DEPENDABILITY</u> - The employee works with minimum supervision and meets deadlines. Breaks/Lunch times are observed.				
<u>ATTITUDE AND COOPERATION</u> - The employee exhibits a positive attitude and cooperates with associates, school-based personnel, district level administrators, and the public when performing assigned duties and responsibilities.				
<u>INITIATIVE AND RESOURCEFULNESS</u> - Readily assumes responsibility and communicates need for further work. The employee evidences sound judgment within scope of assigned duties.				
<u>UNIFORM/ATTIRE</u> - Wears uniform in manner prescribed. Dresses appropriately and arrives on the job neat and clean. Good personal habits.				
<u>SAFETY</u> - Exercises safe work habits and is attentive to unsafe actions or situations. Respects danger of machinery and uses available safety equipment.				
<u>COST CONSCIOUSNESS</u> - the employee considers efficient use of time, equipment, supplies and materials. Breaks/Lunch times.				
<u>ATTENDANCE</u> - The employee comes to work on time and does not use excessive leave. Timely notification is given to the supervisor prior to absences.				

COMMENDATIONS: _____

RECOMMENDATIONS: _____

This report is based on my observations, knowledge of employee's performance and review of applicable information. It represents my best judgment of employee's performance.

Evaluator's Signature _____ Title _____ Date _____

EMPLOYEE COMMENT: _____

I acknowledge that I have received a copy of this evaluation and have had an opportunity to discuss it with my supervisor.

Employee Signature _____ Date _____

White - Personnel Yellow - Employee Pink - Evaluator

**DISTRICT SCHOOL BOARD OF MONROE COUNTY
SALARY SCHEDULE
2009-2010**

Effective: 07/01/2009

SLO T	OB000 - OB09	BA100-BA107
	<u>BUS DRIVERS</u>	<u>BUS AIDES</u>
<u>EXP</u>	Hourly	Hourly
0	\$13.73	\$9.70
1	\$15.54	\$11.25
2	\$16.45	\$12.18
3	\$17.32	\$12.94
4	\$17.48	\$13.34
5	\$18.19	\$13.86
6	\$18.51	\$14.30
7	\$18.71	\$14.42
8	\$19.08	
9	\$19.60	

Supplement: Bus Driver: Additional 45 Minutes per day for paperwork, fueling and keeping bus clean.....Paid at: Hourly Rate

Supplement Gas Attendant:Monthly: 118.00

Extra Trips: All trips (all out of town and field trips)Paid at: Hourly Rate

Transportation Department Area Coordinator

The transportation Area Coordinator assigned to Sugarloaf transportation, Middle Keys transportation & Upper Keys transportation shall be paid 8 hours per day. Additionally, the Transportation Department Area Coordinator will be allowed to work two additional hours per workday at time and a half for 180 student days to compensate for the additional duties as assigned. Duties are specified in the job description. Area coordinators shall not bid on a route while serving as the transportation department area coordinator.

Stipend: For any type of Service not listed on any salary schedule.....Per Day: \$20

Stipend: Paid for completion of 40hrs of school bus driver training..... *\$250

**Paid upon completion of probationary period

BUS DRIVERS:

Longevity: Yearly Supplement for those employees with:

5 years service in the District	115.00
10 years service	173.00
15 years service	230.00
20 years service	230.00

BUS AIDES:

Longevity: Hourly supplement for those employees with

5 years service in the District	.12
10 years service	.23
15 years service	.23
20 years service	.29

Substitute Bus Driver's			
Summer Program Bus Driver's	Regular hourly wage	SALARY SLOT	OB009

***ALL DRIVERS OF SCHOOL BUSES MUST HAVE A VALID BUS DRIVER'S LICENSE (STATE), AND INSURANCE

**DISTRICT SCHOOL BOARD OF MONROE COUNTY
SALARY SCHEDULE
2009-2010**

Effective: 07/01/2009

CUSTODIAL DEPARTMENT

SLOT->	OJ001	OJ100-OJ109	OJ200-OJ209	OJ300-OJ309
Experience	Substitute Hourly Rate	Custodian Monthly Rate	Lead Custodian Monthly Rate	Handyman/Specialist Monthly Rate
0 Year	\$10.39	\$1,826	\$2,001	\$1,916
1 Year		\$2,155	\$2,352	\$2,204
2 Year		\$2,293	\$2,492	\$2,353
3 Year		\$2,382	\$2,582	\$2,443
4 Year		\$2,417	\$2,619	\$2,493
5 Year		\$2,506	\$2,708	\$2,583
6 Year		\$2,537	\$2,741	\$2,623
7 Year		\$2,568	\$2,774	\$2,663
8 Year		\$2,611	\$2,818	\$2,718
9+ Years		\$2,701	\$2,909	\$2,808

Longevity: Yearly Supplement for those employees with:	5 years service in the District	230.00
	10 years service in the District	288.00
	15 years service in the District	288.00
	20 years service in the District	230.00

The salary schedule is based on a monthly salary @ 8 hours per day, 260 days per year. Daily and hourly rates of pay are calculated for all employees. These rates are used when persons are employed within a position for less than its normal designated time or when adjustments need to be made for time off from work. The methods for calculating daily and hourly rates are: Monthly rate x 12 months divided by total working days = daily rate divided by 8 hours = hourly rate.

**DISTRICT SCHOOL BOARD OF MONROE COUNTY
SALARY SCHEDULE
2009-2010**

Effective: 07/01/2009

MAINTENANCE & TRANSPORTATION

Rank	<u>CLASSIFICATION</u>
1	Laborer
2	Truck Driver & Operator
4	Mechanic Helper (Maintenance. Dept.); Groundskeeper
5	Mechanic Helper (Transportation); Storekeeper; Tool Room Keeper.
6	Labor Forman
8	Mechanics: Automotive; Body & Fender; Carpenters; Electricians; Painters; Plumbers & Refrigeration
9	Cabinet Maker
10	Lead Mechanic
11	Transportation Manager/Grounds Supervisor

Slot	OM100- OM109	OM200- OM209	OM400- OM409	OM500- OM509	OM600- OM609	OM800- OM809	OM900- OM909	OM000- OM009		OMT000- OMT010
Exp.	Rank 1	Rank 2	Rank 4	Rank 5	Rank 6	Rank 8	Rank 9	Rank 10	Rank 10B	Rank11
0	\$1,929	\$2,020	\$2,205	\$2,239	\$2,354	\$2,721	\$2,882	\$3,000	\$3,981	\$3,981
1	\$2,219	\$2,310	\$2,532	\$2,563	\$2,682	\$3,072	\$3,235	\$3,357	\$4,090	\$4,090
2	\$2,367	\$2,457	\$2,680	\$2,713	\$2,828	\$3,219	\$3,381	\$3,506	\$4,218	\$4,218
3	\$2,463	\$2,553	\$2,775	\$2,809	\$2,927	\$3,318	\$3,477	\$3,602	\$4,329	\$4,329
4	\$2,507	\$2,602	\$2,825	\$2,862	\$2,981	\$3,380	\$3,545	\$3,681	\$4,532	\$4,532
5	\$2,604	\$2,698	\$2,925	\$2,957	\$3,078	\$3,475	\$3,641	\$3,778	\$4,660	\$4,660
6	\$2,645	\$2,738	\$2,964	\$2,999	\$3,118	\$3,518	\$3,682	\$3,822	\$4,702	\$4,702
7	\$2,685	\$2,777	\$3,005	\$3,039	\$3,156	\$3,559	\$3,724	\$3,862	\$4,744	\$4,744
8	\$2,733	\$2,824	\$3,057	\$3,092	\$3,213	\$3,620	\$3,787	\$3,928	\$4,786	\$4,786
9	\$2,831	\$2,925	\$3,156	\$3,190	\$3,312	\$3,719	\$3,885	\$4,026	\$4,914	\$4,914

Longevity:		
Yearly Supplement for those employees with:	5 years service in the District	230.00
	10 years service in the District	288.00
	15 years service in the District	288.00
	20 years service in the District	230.00

EMPLOYEES PAID ON THIS SALARY SCHEDULE WORK 8 HOURS PER DAY, 260 DAYS PER YEAR. To adjust from this schedule an hourly rate is calculated as described below:

The salary schedule is based on 8 hours per day, 260 days per year. A daily and hourly rate of pay is calculated for all employees. These rates are used when persons are employed within a position for less than its normal designated time or when adjustments need to be made for time off from work. The method of calculating daily and hourly rates is: The monthly rate x 12 months divided by total workdays. Daily rate divided by 8 hours = hourly rate.

**DISTRICT SCHOOL BOARD OF MONROE COUNTY
SALARY SCHEDULE
2009-2010**

Effective: 07/01/2009

SCHOOL FOOD SERVICE

Rank 1: Substitutes Rank 2: Assistants Rank 3: Cashiers/Drivers

Rank 4: Baker 1, Cook 1 (500 meals or less) Rank 5: Baker 2, Cook 2 (501 meals or more)

Hourly Salary

Slot	OF100	OF200-OF209	OF300-OF309	OF400-OF409	OF500-OF509
Exp.	Rank 1	Rank 2	Rank 3	Rank 4	Rank 5
0	\$10.25	\$10.25	\$10.62	\$11.79	\$12.39
1	\$0.00	\$12.00	\$12.41	\$13.53	\$14.11
2	\$0.00	\$12.70	\$13.11	\$14.26	\$14.84
3	\$0.00	\$13.42	\$13.84	\$14.97	\$15.58
4	\$0.00	\$13.57	\$13.99	\$15.14	\$15.74
5	\$0.00	\$13.88	\$14.31	\$15.47	\$16.08
6	\$0.00	\$13.97	\$14.39	\$15.58	\$16.16
7	\$0.00	\$14.05	\$14.47	\$15.64	\$16.23
8	\$0.00	\$14.17	\$14.54	\$15.70	\$16.34
9	\$0.00	\$14.66	\$15.10	\$16.37	\$16.90

Longevity:		
Hourly supplement for those employees with	5 years service in the District	.12
	10 years service in the District	.23
	15 years service in the District	.23
	20 years service in the District	.29

Employees are authorized no more than 190 days per year unless specifically authorized in each case.

**DISTRICT SCHOOL BOARD OF MONROE COUNTY
SALARY SCHEDULE
2009-2010**

Effective: 07/01/2009

SUPPLY & DISTRIBUTION WAREHOUSE

Rank 1 Warehouseman; Delivery Clerk Rank 2 Warehouse Manager

Monthly Rate

Slot <u>Exp.</u>	OW100 - OW109 <u>RANK 1</u>	Slot <u>Exp.</u>	OW200 - OW213 <u>RANK 2</u>
0	\$2,181	0	\$2,762
1	\$2,507	1	\$3,054
2	\$2,660	2	\$3,207
3	\$2,752	3	\$3,296
4	\$2,807	4	\$3,333
5	\$2,897	5	\$3,376
6	\$2,939	6	\$3,420
7	\$2,981	7	\$3,460
8	\$3,040	8	\$3,501
9	\$3,130	9	\$3,540
		10	\$3,579
		11	\$3,620
		12	\$3,659
		12+	\$3,741

Longevity:		
Yearly Supplement for those employees with:	5 years service in the District	230.00
	10 years service in the District	288.00
	15 years service in the District	288.00
	20 years service in the District	230.00

The salary schedule is based on a monthly salary, but daily and hourly rates of pay are calculated for all employees. These rates are used when persons are employed within a position for less than its normal designated time or when adjustments need to be made for time off from work. The method of calculating daily and hourly rates is: The monthly rate x 12 months divided by total workdays. Daily rate divided by 8 hours = hourly rate.

DISTRICT SCHOOL BOARD OF MONROE COUNTY

SALARY SCHEDULE

Effective Date: 07/01/2009

2009-2010

AWARDS/INCENTIVES

INCENTIVE PAYMENT FOR ATTENDANCE \$250.00

EMPLOYEE RECOGNITION PROGRAM

Teachers-of-the-Year (11 Employees).....	\$500.00
District Teacher-of-the-year.....	\$1,000.00
First Year Teacher (12 Employees).....	\$100.00
School Inclusion Teacher (14 Employees).....	\$100.00
District Inclusion Teacher.....	\$250.00
Outstanding Assistant Principal of the year (3 Employees).....	\$250.00
Outstanding Principal of the year (3 Employees).....	\$250.00
Clerical/Office Group (2 Employees).....	\$250.00
Custodial Group (2 Employees).....	\$250.00
Transportation Group (2 Employees).....	\$250.00
Food Service Group (2 Employees).....	\$250.00
Maintenance Group (2 Employees).....	\$250.00
Teacher Support Group (2 Employees).....	\$250.00
District School-Related Employee-of-the Year.....	\$500.00