

ARTICLE I

RECOGNITION

- 1.01 The School Board of Flagler County, Florida (hereinafter "Board") hereby recognizes the Flagler Educational Support Personnel Association/FEA, (hereinafter "Union") as the exclusive bargaining representative for all permanent, non-instructional employees included in the Unit in the PERC certification order in Organization Registration number OR #86-329. The term "employee" as used hereinafter shall refer to all employees represented by the Union in the bargaining unit. Employees excluded from the bargaining unit are: School Board members, administrators, the Secretary to the Superintendent, Secretary to the Assistant Superintendent, Secretary to the Executive Director of Finance, Secretary to the Director of Human Resource, Payroll Supervisor, Technology personnel with supervisory duties and those represented by another bargaining agent. All other employees are part of the support staff bargaining unit and will be considered eligible for membership in the Flagler Educational Support Personnel Association (FESPA).
- 1.02 As used herein, the term "EMPLOYEE" shall refer to all those persons included in the bargaining unit described in Section 1.01, and any additions thereto, except substitute employees, temporary employees and employees hired under the provisions of one (1) year grants.
- 1.03 A substitute employee is a person who replaces an employee on a day-to-day basis, as needed.
- 1.04 A temporary employee is a person employed for an approved position to which he/she is temporarily assigned for a period not to exceed four (4) calendar months or to replace an employee on leave of absence for a period not to exceed six (6) calendar months.
- 1.05 Any temporary employee who becomes a regular employee who was hired to replace a regular employee on approved leave shall not have inherent re-employment rights.
- 1.06 All rights, privileges and benefits granted to the Union in this Agreement shall be exclusively for the Union, as long as it is the certified bargaining agent.

ARTICLE II

DUES CHECKOFF

- 2.01 The Board will deduct from the pay of each employee from whom it receives authorization to do so, an amount equal to the dues and initiation fees specified in the Union Bylaws. In the event that the amount of an employee's check is not sufficient in a payroll period to cover the amount of dues deduction, such deduction shall be made for both payroll periods in the next payroll period in which the amount due the employee is sufficient to cover the dues deducted.
- 2.02 The deductions and employee authorizations of Article 2.01 above shall remain in full force as specified in Florida Statutes, Section 447.303 as long as the Union is the bargaining agent.
- 2.03 There shall be no charge to the Union for dues deductions and initiation fee deductions.
- 2.04 The Board Finance Department shall deduct such sum as authorized in equal payments. Employees who authorize dues deduction after October 1 shall have dues deducted in equal installments beginning with the salary check, following authorization, through June.
- 2.05 The Board Finance Department shall transmit to the Union Treasurer, by the 10th of each month, the previous month's total amount deducted and a list of the employees from whom dues have been deducted. An employee requesting dues deduction must have such form presented to the Board at least seven (7) days prior to any given payroll period. However, pursuant to 447.303, Florida Statutes, such authorization is revocable at the employee's request upon thirty (30) days' written notice to the Board and the Union.

ARTICLE III

RESPONSIBILITY

- 3.01 The Superintendent or designee shall advise, in writing, the Union of proposed changes or creation of job classifications affecting members of the bargaining unit and hereby agrees that prior to implementation of any such change or prior to any changes in regulations and policies affecting members of the bargaining unit, the Union shall be afforded the opportunity to submit its views seven (7) days in advance with respect to such changes prior to Board action.
- 3.02 New employees will be provided a copy of his/her job description during the first two weeks after initial employment attached to the employee's approval letter from the Board. If an employee's job description is updated by the Board, such employee shall be furnished, via the immediate unit administrator/supervisor, a copy of the approved job description, within two weeks of the adopted date.
- 3.03 The Board agrees to provide a ~~current~~ copy of the adopted Board Policies Manual to FESPA for use by the employees (i.e., online).

ARTICLE IV

ANTIDISCRIMINATION

- 4.01 The Board agrees that it will not discriminate against any employee with respect to wages, hours or conditions of employment by reason of the employee's Union membership or lawful activities.
- 4.02 The Union agrees that it will not discriminate against the Board by reason of its lawful activities.
- 4.03 The Board and Union mutually agree that neither will discriminate against any employee on the basis of race, creed, color, religion, national origin, age, gender, sexual orientation, disability, marital status or political involvement.

ARTICLE V

COMMUNICATIONS

- 5.01 The Board agrees to furnish an accessible bulletin board at each work location for the posting of Union notices and/or materials. An effort shall be made to utilize a location convenient for all employees during their normal work hours.
- 5.02 The Union and its representatives shall have the right to use school facilities and equipment on the same basis as other non-profit community organizations as provided in School Board policies.
- 5.03 Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under Florida School Laws or other applicable laws and regulations. The rights, granted employees hereunder, shall be deemed to be in addition to those rights provided elsewhere.
- 5.04 The Union shall have the right to place materials in mailboxes for communications with employees, provided that materials placed in mailboxes shall not be derogatory against the school system, the Board or the administration. A copy will be provided to the work site administrator.
- 5.05 Duly authorized representatives of the Union and its affiliates, who are not employees of the Board, shall be permitted to transact official Union business on school property during working hours.
- 5.06 The Board agrees to provide to the Union access to all public information and documents, and to provide copies of requested materials at currently established rates. There shall be no copying charge for documents requested during bargaining or the process of grievances.

- 5.07 The Union representative shall be given the opportunity following staff meetings, to present brief Union reports and announcements, if a request has been received by the supervisor or administrator prior to conducting a staff meeting.
- 5.08 Employees required by the Board to attend meetings and conferences in conjunction with the administration of this Agreement shall attend such meetings without loss of pay or leave benefits.
- 5.09 The Board agrees to grant the Union President or designee(s) up to fifty-five (55) hours paid Union leave, twenty-five (25) of which may be used inside of the District and thirty (30) hours paid personal leave each school year, to engage in Union activities relating to its duties as the exclusive bargaining agent. The Board agrees to pay the cost of required substitute(s).
- 5.10 The Board shall continue to provide existing payroll deduction programs and shall allocate one computer slot for one Union program desired, in addition to dues deduction, when possible.

ARTICLE VI

VACANCIES and PROMOTIONS

- 6.01 The term "PROMOTION" as used in this Article means the advancement of an employee to do a job with a higher hourly pay rate or an increase of forty-five (45) minutes of additional work per day within the bargaining unit.
- 6.02 All vacancies within the bargaining unit for employment will be posted by the Board on the Union designated bulletin boards at all work locations. The notices shall include the job classification, rate of pay, work location and the nature of job requirements. Such posting shall be for a period of five (5) days exclusive of Saturday, Sunday and observed legal holidays. Vacancies occur when transfers of employees within a building or site leave a position unfilled, or because of promotion, resignation, retirement, termination, new staffing or new operation startup.

NOTE: This article was moved to Article 33.

- 6.03 During the period of posting, employees who wish to apply for an open position, including employees, who were affected by Article X, Reduction in Force may do so by using the form supplied by the Board and which shall be submitted to such location as shall be specified in the notice. Employees applying for an open position shall be interviewed prior to a recommendation to permanently fill the position.
- 6.04 The Board shall permanently fill such job vacancies from among those qualified persons who have applied for the position and if qualifications and performance (by evaluation) are equal, length of service shall be the determining factor in filling the vacancy.
- 6.05 An "Employee" for purposes of this article shall mean a person who has successfully completed the ninety (90) calendar day probationary period. Employees are not eligible for promotion or transfer during the probationary period.
- 6.06 New hires may be placed as high as Step 5 on the pay scale for direct related experience gained with other employers. The intention of the "direct experience" idea is that such experience will have been gained in jobs with the same or very similar job titles. Such determinations will be made by the Director of Human Resources, with his/her decisions being final on these matters.
- 6.07 From time to time, vacancies occur within work groups at specific work sites for "lead" positions. When such a vacancy occurs, only those individuals who have specific and current experience in that particular job classification would be considered for that specific "lead" position. In such cases, it would be the responsibility of the hiring administrator to advertise in such a way so as to permit those employees with the required experience to be afforded the opportunity to apply for the vacancy. Note: To be able to be named a "Lead," there needs to be a minimum of three (3) employees (in addition to the Lead) within the immediate work group. The decision to name or not name a "Lead" remains an administrative prerogative.

ARTICLE VII

TRANSFER PROCEDURES

- 7.01 Employees who have passed the ninety (90) day probationary period shall have the right to apply for a transfer to a different work location, to apply for a change in job classification and for any vacancy at the employee's current work location.
- 7.02 Employees requesting a transfer shall be considered at the time of each job posting, if the employee has filed a transfer request during the posting period. All transfer requests must be completed online.
- 7.03 In the selection of employees requesting transfer, qualifications, performance (by evaluation) and length of service shall be the determining factors.
- 7.04 Promotion: Employees who are voluntarily transferred to a higher paying job classification shall receive no less than their current rate of pay. A higher paying job classification is defined as a pay line in the salary schedule which has a higher starting salary. Initial placement in the new job classification shall be determined as follows: employees moving to a higher pay grade will receive at least a minimum 5% raise; the actual amount of the pay raise may be somewhat higher depending on what additional amount is necessary to fit the employee on the existing appropriate pay line. The effective date of this provision is to be the date that this contract is approved by the Union and accepted by the School Board, and not retroactive to any previous time period.
- 7.05 Voluntary Transfer:
- A. Employees who voluntarily transfer to a lower paying job classification will receive all the experience credit (steps) which has been earned in the Flagler County School District when being placed on the salary schedule for the new job classification.

Involuntary Transfer:

- A. Involuntary transfer by the Board shall be defined as a change in work location, daily work hours, shift or job classification which exceeds twenty (20) consecutive workdays. Both sides acknowledge and agree that the establishment of daily starting and ending times to fit the needs of the organization is clearly the sole responsibility of administration. The Board agrees to listen and give consideration to individual situations (i.e. family situations, child supervision and long held second jobs) prior to making changes. The final decision in such situations continues to remain a Board responsibility through its administrative designees.
- B. When making involuntary transfers at any work location, the Board agrees that all such transfers will be made on the basis of qualifications, performance (by evaluation) and length of service. The Board agrees to act in a fair and impartial manner in determining qualifications for involuntary transfers. When length of service is the determining factor, the most junior employee will be transferred first.
- C. Employees who are involuntarily transferred by the Board and whose transfer is not related to substandard job performance as supported by performance evaluation, shall continue to receive their same rate of pay. He/she shall suffer no loss of pay, and also will continue to receive all bargained raises.
- D. Employees who are involuntarily transferred to a lower paying position due to substandard job performance, as supported by written performance evaluation, shall be placed on the appropriate step for the new position. Such employees will be given credit for those years of experience gained in the former position.

ARTICLE VIII

CONTINUITY OF OPERATION

- 8.01 The Union agrees that neither it, nor the unit members, shall authorize, sanction, condone, engage in or acquiesce in any strike as prohibited in Florida Statute, Section 447.505. Strike shall also be defined to include any other connected or concerted activity having the effect of interrupting work or interference of any kind whatsoever with operation of any of the facilities of the Board for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment.

ARTICLE IX

CONTINUOUS SERVICE

- 9.01 Length of service for the purpose of this Agreement shall be the length of continuous service within the school system including layoffs (up to fifteen {15} months) and approved leaves of absence.

ARTICLE X

REDUCTION IN FORCE

- 10.01 No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee and the Union shall have been notified of said layoff at least twenty (20) work days prior to the effective date of the layoff.
- 10.02 If the Board determines it is necessary to reduce the number of employees or the number of hours worked, volunteers within the affected classification shall be the first laid off or reduced and then the most junior employee within the affected classification shall be the first laid off or reduced, provided the remaining employees are able to perform the available work. When employees are to be recalled, the first to be recalled shall

be those last laid off within the preceding fifteen (15) month period. In no case shall a new employee be employed by the Board in any job classification affected by a layoff until the lay off and recall procedures have been executed.

- 10.03 Laid off employees shall, upon application, be added to the substitute list for non-instructional employees.
- 10.04 Laid off employees may continue their insurance benefits according to the COBRA regulations by paying the regular monthly per subscriber group rate premium for such benefit.
- 10.05 For the purposes of this Article and Articles VI and VII, a length of service list shall be provided to the Union, upon request.

ARTICLE XI

EMPLOYEE DISCIPLINE

- 11.01 The Flagler County School District is generally supportive of the use of a system of progressive discipline with regard to the employees of the school district, using the lowest level consequence necessary to solve the problem.
- 11.02 Administrators are charged both with maintaining order and the accomplishment of assigned tasks at specified levels of competence. Those responsibilities sometimes necessitate the use of disciplinary consequences.
- 11.03 Each disciplinary situation will be looked at on an individual basis, considering all pertinent factors. Performance related discipline shall include the N.E.A.T. process. Further discipline may include required physical and/or psychological testing, suspension with/without pay, transfers to other positions and/or recommendations for termination of employment. The imposition and selection of a disciplinary consequence remains as an administrative responsibility and prerogative.

The N.E.A.T. process will include:

N =Notice of deficiencies

E =Explanation of deficiencies and suggestions for correction

A =Assistance rendered to correct deficiencies*

T =Time for alleged deficiencies to be corrected

- 11.04 An employee shall be given advance written notice prior to attending any meeting which may result in disciplinary consequences being administered. Advanced written notice means that the employee will be informed, in writing, of any meeting five (5) days in advance of the actual date of the meeting with the option of rescheduling the meeting if the employee's union representative is not available. The notice shall specify the allegations against the employee.
- 11.05 An employee shall have the right to be accompanied by a representative in any disciplinary meeting. Pursuant to Chapter 447.401, Florida Statutes, FESPA shall not be required to represent employees who are not members in any grievance or disciplinary meeting.
- 11.06 Disciplinary actions taken by administrators are to be guided by the principles of fairness, appropriate response and consideration of not only all related facts, but also each individual's personal sense of dignity. The general guideline is to praise in public and discipline or criticize in private, insofar as is reasonably possible within a particular situation.

ARTICLE XII

EMPLOYEE EVALUATION AND TERMINATION

- 12.01 An employee who has completed ninety (90) calendar days of continuous service (including approved paid leaves of absence) shall not thereafter be reprimanded, disciplined or discharged except for just cause— Termination within the probationary period shall be non-grievable.
- 12.02 Non-renewal for the first year of employment shall not be subject to the grievance procedure. Any employee who is being non-renewed shall receive written notice of such non-renewal, including reasons, from the Superintendent, at least twenty (20) work days before the end of the employee's contractual year. Supportive documentation of the decision shall include an evaluation showing unsatisfactory work and documentation indicating a time period and plan for improvement with a final written evaluation. The employee shall have the right, if requested in writing within twenty (20) working days of such notice, to have a conference with the Superintendent concerning his/her non-renewal. The employee shall have the right to Union representation during the conference. The Superintendent shall notify the employee in writing within seven (7) working days following the conference of his decision. The Superintendent's written decision following the conference shall be final and binding on all parties.
- 12.03 The parties agree that the Board has the responsibility and right to evaluate its employees. Board approved forms will be used for evaluation of support personnel, which will include strengths and weaknesses with appropriate recommendations of identified needs for improvement of job performance.
- 12.04 Within four (4) weeks after the beginning of each school term, the principal/supervisor shall acquaint each employee directly under supervision with the evaluation

procedures, standards and instrument used for the assessment. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.

12.05

- A. Each employee shall receive no less than an annual evaluation by his/her supervisor or principal by February 1st. Those employees who receive less than satisfactory ratings at that time may request a sixty (60) day period in which to demonstrate improvement in the noted areas of deficiency. At the start of the sixty (60) day improvement period, the evaluator will meet with the employee to clarify the desired standard and provide any additional suggestions, training and/or assistance as may be appropriate in writing. Such suggestions, training and/or assistance shall be noted in writing and an initialed copy retained by both the principal/supervisor and employee. After the 60-day improvement period, a final evaluation shall then be written and submitted by the administrator no later than April 15th. The final evaluation will be determined by the administrator/evaluator.

- B. In the event that the job performance of any employee who received a satisfactory evaluation on February 1st declines, the evaluating administrator may also elect to submit a second and final evaluation by the April 15th deadline.

12.06

Probationary employees and transferred employees shall be evaluated in writing during their first ninety (90) calendar days of employment in the new position.

12.07

- A. Following any written evaluation of any employee, the employee will immediately receive a copy of the evaluation, signed by the principal or supervisor.

- B. The employee shall sign this evaluation with the understanding that the signature of the employee does not necessarily indicate concurrence with the

evaluation, but indicates the employee has been given a copy of the written evaluation.

- 12.08 The employee shall have the right to respond in writing and have the response attached to the evaluation form for inclusion in the employee's personnel file.
- 12.09 For evaluation purposes, all observations of an employee shall be conducted with the full knowledge of the employee and solely for the purpose of evaluation toward the improvement of performance as a means of assuring the most competent employees.
- 12.10 Members of the bargaining unit shall not evaluate another member of the bargaining unit.
- 12.11 If an allegation is made against an employee, it is the responsibility of the administration to first thoroughly investigate the allegation. Any action to be taken against an employee on the basis of a complaint by a parent, student or other individual shall first be reported to the employee in writing. The employee may respond in writing to the complaint and have said response attached to any notice thereof, which is to be included in his/her personnel file pursuant to Chapter 1012.31 of Florida Statutes.
- 12.12 The Board agrees that evaluations are personal and shall be handled in as confidential manner as allowed in Section 1012.31 of the Florida Statutes.

ARTICLE XIII

GRIEVANCE PROCEDURE

- 13.01 A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any articles of this Agreement.
- 13.02 A. All employees and the Union shall have the right to present grievances, except the Union, in accordance with

Chapter 447.401, Florida Statutes, is not required to represent employees who are not members of the Union.

B. If the contract has been violated by a member of the district office staff, the grievance shall be processed directly to Step Two and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Step One. Failure to initiate the grievance process within fifteen (15) working days of the event giving rise to the grievance shall act as a bar to any further appeal.

13.03 An investigation or handling or processing of any grievance shall be conducted so as not to interfere with the instructional program and disruption of the employee's work activity.

13.04 If a grievance meeting is convened by the Board during an employee's work day hours, the employee shall suffer no loss of pay.

13.05 The following steps shall be followed in processing all grievances:

Step One: Informal

(A) An attempt shall be made to resolve any grievance in informal verbal discussion between complainant and his/her supervisor and Union representative. This informal meeting shall take place as soon as possible, but not later than five (5) working days from the initial request of the grievant.

(B) Failure of the grievant to initiate the informal step of the grievance procedure within fifteen (15) working days of the event giving rise to the grievance shall disqualify the grievant from any further action.

Step Two: Formal

If the grievance cannot be resolved informally, the grievant may elect to file a written complaint

within ten (10) working days of the informal meeting. The written grievance shall state specific article violated, the nature of the grievance and the remedy requested. The supervisor shall make a decision on the grievance and communicate in writing to the grievant and Union within five (5) working days after receipt of the grievance.

Step Three:

In the event the grievance has not been resolved at Step Two, the grievant may request, in writing, within ten (10) working days from receipt of the written answer in Step Two, a meeting with the Superintendent and the Union President or the Union President designee in an attempt to resolve the matter. The Superintendent shall within seven (7) working days of said meeting, which shall commence not more than ten (10) working days after the grievant request, file a written answer and communicate it in writing to the grievant and ~~to~~ the Union. If the grievant is unable to meet at the time scheduled and so indicates to the Superintendent, then a mutually agreeable hearing date will be scheduled at the earliest possible date.

Step Four:

If the grievance is not resolved satisfactorily at Step Three, there shall become available a final step of binding arbitration. This shall occur if the Union submits, in writing, a request on behalf of the grievant to the Superintendent within fifteen (15) working days of receipt of the Step Three answer. Such request shall indicate a desire to enter into such arbitration. The parties agree to subscribe to the prevailing practices of the American Arbitration Association. Expenses for the arbitrator's services shall be borne equally by the Board and Union. The arbitrator's decision

shall be final and binding on both the Board and Union.

- 13.06 The right to proceed to the arbitration step of the procedure shall be limited to the Union.
- 13.07 Any employee involved in any manner in any grievance proceedings shall not be subjected to prejudicial treatment because of such participation.
- 13.08 The Union President may file a grievance when there is an alleged grievance that violates the rights granted to the Union in Article V of this Agreement.
- 13.09 Timelines may be extended by mutual written agreement of the parties.

ARTICLE XIV

LEAVE WITH PAY

- 14.01 Sick Leave:
 - A. In accordance with Chapter 1012.61, Florida Statutes, employees are to be credited with four (4) days of sick leave at the end of the first month of employment of each contract year and thereafter are to be credited at the end of each month with one day of sick leave for each month of employment.
 - B. Employees are entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. Sick leave days may not be used until earned and credited. Twelve month employees shall be entitled to twelve (12) sick leave days; eleven month employees shall be entitled to eleven (11) sick leave days; all other employees shall be entitled to ten (10) sick leave days per current contract.

- C. Employees who are approved for additional summer work shall be granted the use of two sick leave days which ~~was~~ were accrued during the regular school year if that employee is unable to perform his/her duties in the school or at the job site because of personal illness or because illness or death of father, mother, brother, sister, husband, wife, child, other relative, or member of the employee's household.

14.02 Personal Leave:

An employee may use up to six (6) days of accumulated sick leave each fiscal year for personal reasons which do not otherwise qualify for sick leave. No personal leave will be granted during the first five (5) and the last five (5) days of any school term that the 196 day teachers are at work. In addition, personal leave shall not be granted during the first and last five (5) days that an employee is scheduled to work as indicated by school board adopted calendars (exceptions may be made for emergency situations when specific written application is made to the Superintendent or his/her designee for his/her approval). Personal leave shall be non-cumulative. The application for leave shall be submitted in writing at least five working days in advance and approved by the employee's supervisor in advance. No employee shall be required to state reasons for personal leave. Supervisors shall deny personal leave requests if student safety or service would be jeopardized.

14.03 Injury or Illness-In-Line-Of-Duty-Leave:

An employee shall be entitled to injury or illness-in-line-of-duty leave of ten (10) days each fiscal year because of illness from any contagious or infectious disease contracted in his/her work or personal injury in the discharge of his/her duties. The Director of Human Resources (consulting other resources as necessary) will act as the Superintendent's designee to review specific appeals by employees who can document the work-related cause of their illness. Such leave shall be non-cumulative. No deduction shall be made from sick leave for these absences until an employee has exhausted his injury or illness-in-line-of-duty leave.

14.04 Jury Duty:

If an employee is called for jury duty or subpoenaed to court as a witness, except for any action in which he/she is a party, a leave application shall be submitted for approval. Any money received for such service as a juror or witness, with the exception of the money received for travel, meals, or lodging, shall be subject to Florida Statutes and State Board Rules shall be returned to District. An employee shall receive his/her regular salary for his/her normal work day when required to be absent for the above reasons.

14.05 Bereavement Leave:

In the event of a death of a member of the immediate family (parent, spouse, child, grandparent, sibling, an employee on permanent status may be granted, up to five (5) consecutive days of paid leave, at the discretion of the Superintendent or his/her designee. In the event of a death of a family member (mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law), an employee on permanent status maybe granted upon request paid leave of up to three (3) days at the discretion of the Superintendent or his/her designee to facilitate attendance at the funeral, and other needed arrangements. Bereavement leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to the Superintendent, or his/her designee, and granted by the Superintendent, or his/her designee, at his/her discretion, in advance, whenever possible. The employee will not be paid bereavement leave for days not scheduled to work. The purpose of this language is intended for immediate family members as listed above. In order to honor a request for bereavement leave, documentation of the death (i.e., newspaper obituary, funeral program, etc.) will be required.

ARTICLE XV

LEAVE WITHOUT PAY

15.01 Leave without pay may be granted to employees. Application for such leave shall be submitted in writing on a form supplied by the Board, with the reasons therefore, to the principal or department head. Such reasons may include experience which shall provide professional benefit to the school system, or official Union business.

15.02 Maternity leave is without pay and shall be granted following request by the employee. Optionally, an employee may elect to continue working until certified by a physician as being unable to perform the duties, at which time accrued sick leave will be granted. The employee shall return to work as soon as physically able upon release by physician.

Both sides acknowledge that the language of the Family Medical Leave Act of 1993 must be followed as minimum requirements by Federal Law. Paternity and/or adoption leave are covered by the Family Medical Leave Act.

15.03 Employees who participate under orders in annual military training and who submit a copy of such orders will be granted leave for that purpose. Whenever such duty must be performed during an employee's work year, such leave shall be without loss of pay up to a maximum of seventeen (17) days. Upon return from active duty, an employee may:

- (1) sign over his military paycheck(s) to the Board and receive his regular paycheck or
- (2) may furnish the Board with a copy of his pay record for the period of active duty and the Board will pay the difference between his active duty pay and regular pay.

15.04 An employee who shall exhaust all accumulated sick leave, but who shall continue to be sick or disabled and unable to return to employment, shall be granted a leave of absence without pay for a portion of or balance of the school year. The Board shall continue its practice of granting full insurance benefits to such

employees for the duration of the leave, provided that the disability resulting in said leave is specifically job-related. If the disability is non-job related, the employee shall have the option of continuing at his/her expense, to participate in all or part of the then current insurance programs at the group rates in effect at that time, for the duration of the approved leave of absence.

- 15.05 Any employee who shall be granted an unpaid leave of absence may continue dependent insurance benefits by paying all of the required premiums as prescribed by the Board.
- 15.06.1 All leaves of absence (with or without pay) shall contain an inherent re-employment right to the same hours and job classification, if the job classification has not been eliminated.
- 15.07 The Board and Association agree that the provisions of the Family and Medical Leave Act will become part of District School Board Policy no later than February 5, 1994. Further, the Board and Association agree that the adopted policies will not operate to limit or reduce leaves provided under negotiated contract terms.

ARTICLE XVI

VACATIONS

- 16.01 Twelve (12) month employees shall be entitled to vacation time during which they shall be paid their regular straight time hourly rate times the number of hours in their normal workday.
- 16.02 Such employees shall be entitled to vacation time according to the following schedule:
 - A Continuous service of not more than five (5) years – one day for each full month of employment not to exceed twelve (12) days.
 - B. Continuous service of at least five (5) full years and up to ten (10) years - one and one-quarter (1 1/4) days for each full month of employment not to exceed fifteen (15) days.

- C. Continuous service of at least ten (10) full years - one and one-half (1 1/2) days for each full month of employment not to exceed eighteen (18) days.
- D. Continuous service of at least twenty (20) full years – two (2) days for each full month of employment not to exceed twenty-four days.
- E. For purposes of determining years of continuous service, the anniversary date of employment shall be used.
- F. Earned vacation may be accrued from year to year up to a maximum of sixty (60) days, but employees are encouraged to use vacation on an annual basis.
- G. As of July 1st of each year, all accrued vacation leave in excess of sixty (60) days shall be deducted from the employee's accrued vacation leave balance.

16.03 Continuous service for purpose of this Article shall not be deemed to be interrupted by the granting of leave with or without pay or layoff of not more than fifteen (15) months. Continuous service shall be deemed terminated by discharge, resignation, or layoff in excess of fifteen (15) successive months.

- 16.04
- A. Continuous vacation periods shall be allowed, provided the needs in the school district permit such continuous vacation periods. Requests for such vacation leave shall be made in writing and at least five (5) working days in advance. Notification prior to the minimum five day period, whenever possible, is preferable.
 - B. Requests for vacation leave will be honored whenever possible; however, administrators retain the authority to deny such leave if they determine that required levels of safety and service could not be maintained if such leave were granted. In such cases of denial, the

Superintendent, or his/her designee, will be so informed at the time of the unit administrator's decision.

- C. Vacation leave will not be granted either during the first or last five (5) days during which the 196-day teachers work, nor during the first and last five (5) days of an employee's work calendar schedule (exceptions may be made in emergency situations by making application in writing and, if at all possible, ahead of time – to the Superintendent or his/her designee for approval.

16.05 Employees may use vacation time in one-half day increments.

ARTICLE XVII

HOLIDAYS

17.01 All twelve (12) month salaried employees shall receive their normal scheduled pay rate for the following holidays:

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day & Day following Thanksgiving Day
- Three (3) days during Winter Break
- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day

17.02 All other employees shall receive their normal scheduled pay rate for six (6) days designated by the Board.

17.03 If a holiday listed above shall fall on a Saturday or Sunday, the holiday shall be observed on the preceding Friday if it falls on Saturday and shall be observed on the following Monday if it falls on Sunday.

17.04 If a holiday falls on a scheduled pay date, employees shall be paid on the last scheduled work day preceding the holiday.

ARTICLE XVIII

TERMINAL PAY

18.01 TERMINAL PAY BENEFITS - Any full time employee shall be entitled to terminal pay for unused accumulated sick leave at the time of normal retirement, or to his/her beneficiary if service is terminated by death.

- (A) Terminal pay shall be computed at the daily rate of pay of the staff member at the time of retirement or death. Accrued and valid sick leave days credited to the person in the Flagler County School District will be paid off as follows:
 - (a) During the first three (3) years of service in Flagler County: thirty-five percent (35%) of accumulated days
 - (b) During the next three (3) years of service in Flagler County: forty percent (40%) of accumulated days
 - (c) During the next three (3) years of service in Flagler County: forty-five percent (45%) of accumulated days
 - (d) During the next three (3) years of service in Flagler County: fifty percent (50%) of accumulated days
 - (e) During and after the thirteenth (13th) year of service in Flagler County: one hundred percent (100%) of accumulated days
- (B) "Normal Retirement," as used herein, shall be interpreted in the manner defined by Chapter 121 – Florida Retirement System, Florida Statutes.
- (C) Any person entitled to terminal pay benefits shall have been under contract, or elected to render

services for the period immediately preceding retirement or death.

- (D) For terminations other than for retirement and death benefits, the Board may provide terminal pay to eligible employees for accumulated sick leave not to exceed an amount determined as follows:
 - (a) Beginning the fourth (4th) year of service and continuing through the sixth (6th) year of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
 - (b) During the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
 - (c) During and after the tenth (10th) year of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
- (E) Terminal pay for accrued vacation leave will be provided in a lump sum payment to an employee of the School Board upon termination of employment or upon retirement, or to the employee's beneficiary if service is terminated by death.
 - (a) The maximum number of vacation days allowable for terminal pay is sixty (60) days.
 - (b) The rate of terminal vacation leave pay shall be based upon the daily rate of the annual salary.

18.02 The Board shall allow retiring employees the option of continuing to participate in all or part of the then current insurance programs at the group rates in effect at that time.

18.03 All accrued vacation pay and wages shall be paid at the time of termination or at the latest, the next bi-weekly pay period following termination for whatever cause, including lay off.

ARTICLE XVIV

PENSION FUND

19.01 The Board shall contribute to the Florida Retirement System for the benefit of each eligible employee all monies as shall be required.

ARTICLE XX

LIFE INSURANCE

20.01 The Board shall, at its cost, provide each employee with decreasing group term life insurance coverage in the amount of fifteen thousand dollars (\$15,000.00). New employees shall receive this benefit thirty (30) calendar days after employment or as soon thereafter as the carrier shall permit.

20.02 Additional life insurance shall be provided at the employee's option and cost to the maximum permitted by the insured carrier.

ARTICLE XXI

EMPLOYEE INSURANCE

21.01 A. Medical

The Board shall contribute up to three hundred thirty-two dollars and eighty-three cents (\$332.83) per month per employee toward the cost of medical insurance protection for a twelve-month period or choice of a cost factor not to exceed the Board's contribution rate to its major carrier applied to a health maintenance organization.

The Board will increase its current health insurance contribution up to a maximum of five percent (5%), provided such an increase is reflected in the rate adjustment made by its current carrier. The Board and the Union agree that if health insurance premiums increase more than five percent (5%), the parties will return to the bargaining table.

B. Optical

The Board will contribute four dollars and forty-one cents (\$4.41) per month per employee toward current optical insurance protection for a twelve-month (12) period.

C. Long-Term Disability

A long-term disability insurance policy shall be part of the insurance benefit package. The Board will pay for the entire cost of this benefit.

21.02 A. An insurance committee of eighteen (18) people - six (6) appointed by the FCEA President, six (6) appointed by the FESPA President and six (6) from the administration staff shall make the decision on any changes in the total insurance coverage subject to approval of the Board.

B. The above committee shall meet and review bids for insurance coverage. Further, the committee shall look into the feasibility of coordinating the anniversary date of the policy with expiration date of the contract.

C. Insurance will be deducted in 19 pay periods not to be taken from holiday or shortened weeks whenever possible.

21.03 In the event that an employee has exhausted sick leave accrual, the above mentioned fringe benefits may be continued at the employee's expense if the carrier allows.

21.04 An "Eligible Employee" for all insurance benefits shall be defined as an employee who has completed his/her ninety (90) calendar day probationary period and who works twenty (20) hours or more per week.

- 21.05 When an employee does not work a majority of the work days during an employment month due to personal illness or injury and has exhausted all sick leave, the Board agrees to continue its payments for insurance benefits for the employee for one month.

ARTICLE XXII

SAFETY AND HEALTH PROVISIONS

- 22.01 Any employee who is required to undergo a medical and/or psychological examination as a condition of employment or continued employment shall, at the Board's expense, promptly submit himself/herself for an examination by a licensed physician of the Board's choice.
- 22.02 Safety complaints or hazardous conditions shall be promptly reported by the employee to his/her immediate supervisor and promptly thereafter to the Union representative. The reports will be submitted on a Board approved form and will specify the unsafe conditions being reported. The supervisor will take these reports under advisement and then take whatever corrective action that may be necessary.
- 22.03 No employee shall be discharged or disciplined for failure to work in an unsafe or hazardous situation where there is imminent danger to the employee's health.

ARTICLE XXIII

ASSOCIATION REPRESENTATIVE RIGHTS

- 23.01 Association Representative may be designated by the Union to facilitate the implementation of this Agreement.
- 23.02 The list of such Association Representative shall be provided to the Director of Human Resources.

23.03 Union Representatives who are not employees or Union Representative shall be allowed to:

- (1) Post Union notices.
- (2) Solicit Union membership during employee's non-working time.
- (3) Consult with representatives of the Board concerning enforcement of any provisions of this Agreement.

Any consultation with Union representatives who are employees of the Board shall be during the employees' non-working hours, unless prior approval is granted by the Superintendent.

ARTICLE XXIV

GENERAL SAVINGS

24.01 The parties expressly agree that this Agreement shall be subject to all laws, state, local and federal, to all court orders and to monies being lawfully available for the purposes contemplated herein and that whenever any provisions herein shall be inconsistent or in derogation of such laws or orders, such provisions shall be null and void and of no force or effect. The parties further agree that nothing contained in this Agreement contrary to such laws, orders or availability of monies shall have any force or effect.

ARTICLE XXV

MANAGEMENT'S RIGHTS

25.01 Nothing contained herein shall be considered to deny or restrict the Board or the Superintendent of their rights, responsibilities and authority under the Florida School Laws, State Board of Education Regulations, School Board Policies, or any other laws or regulations.

Except as specifically stated in this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board whether or not such rights have been exercised by the Board in the past.

- 25.02 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of the Agreement.

ARTICLE XXVI

INDIVIDUAL AGREEMENT

- 26.01 The Board agrees not to enter into any agreement with any member of this unit which conflicts with any provision of this Agreement.
- 26.02 The Board shall not assign non-unit employees to perform the work of unit employees except in case of emergency.

ARTICLE XXVII

BREAKS AND LUNCHES

- 27.01 All employees who work at least six (6) hours per day shall receive one paid fifteen (15) minute break during the first half of the workday and one paid fifteen (15) minute break during the second half of the workday.
- 27.02 All employees who work less than six (6) hours per day shall receive one paid fifteen (15) minute break during the workday.
- 27.03 All employees who work four (4) hours or more per day shall receive an unpaid, duty free lunch period of not less than thirty (30) minutes during the workday. Food Service employees shall receive a free lunch.

27.04 Schedules for breaks and lunches of employees will be established by the work location administrator. Suggestions for such schedules may be made by the affected employees, but the work location administrator shall have the final authority to schedule such breaks and lunches to effectively maintain the operation of the center. Those employees currently scheduled for 30-minute or 60-minute lunch breaks shall maintain that lunch break during the life of this contract.

ARTICLE XXVIII

CLOTHING & TOOLS

28.01 The School Board will provide the required clothing for employees who are required to wear uniforms. Payment for such clothing, whether by rental, lease or direct purchase, will be the responsibility of the School Board and such monies will be paid directly to the vendor(s). Employees who are provided uniforms accept the fact that wearing of that uniform is a condition of continued employment.

- 28.02
- A. Reports on each employee who is given uniforms shall be maintained by each unit administrator reflecting the number and type of uniforms provided; employees will be required to sign those reports.
 - B. All employees who are provided uniforms will be required to return those uniforms to his/her unit administrator whenever his/her employment with the School District is ended.
 - C. The expectation is that all employees will turn in uniforms on the last day of employment. Unit administrators will mark uniform reports as "Cleared" when all uniforms have been turned in. Failure to be "Cleared" on the uniform report will result in the final paycheck being held.

Any failure to turn in all uniforms within 20 workdays after employment has ended – and thus receive a “Cleared” uniform report – will result in the amount required to pay for the uniforms being deducted from the employee’s final paycheck, as authorized by School Board Policy # 603.

- 28.03 A. The Board shall provide a safe lock up site for employees who are required to furnish their own tools.
- B. The Board shall provide two hundred dollars (\$200.00) per mechanic and one shop foreman each year for new tool purchases and replacement of broken or stolen tools.

ARTICLE XXVIV

OVERTIME

- 29.01 Time and one-half the employee's regular rate of pay shall be paid for work performed in excess of forty (40) hours in one standard week (Saturday through Friday) or in excess of eight (8) hours in any twenty-four (24) hour period. Exceptions to the eight (8) hours in any twenty-four (24) hour period shall be agreed to when an entire location and/or department will be scheduled to work more than eight (8) hour shifts, e.g. four (4) ten (10) hour days to take advantage of summer closing of facilities one (1) day per week or when an employee works outside of his/her primary job as determined by the employer.
- 29.02 Overtime work shall be rotated among appropriate employees. Appropriate employees shall be defined as those employees possessing the skills necessary to perform the overtime work as determined by the immediate supervisor.
- 29.03 Employees shall receive a minimum of two (2) hours pay for being called in to work after his/her normal working hours.
- 29.04 If an employee is assigned to work on a designated state or national holiday, he/she shall be paid at two (2) times his/her regular rate of pay.

29.05 For employees who work less than twelve (12) months and who apply for summer employment, such employment will be determined in the following manner:

- (1) A master list of employees in each category shall be arranged with the most senior employee in that category first and then other employees in descending order based on years of experience in that category. The list will be posted.
- (2) Jobs will be assigned starting at the top of the list and descending until all jobs have been filled or names on the list exhausted.
- (3) When the bottom of the list is reached, an automatic rotation to the top of the list will occur.
- (4) Only employees who have been employed as a regular employee in that classification for a full school year will be placed on the list for summer employment. A full school year will be defined as employment from the first student day to the last student day.
- (5) If all employees on the list have been offered summer positions and vacancies remain, the employer is free to fill the vacancies from any other source available.

29.06 When special qualifications are necessary for a particular position, the Board agrees to consider qualifications of existing personnel prior to employment of a person to fill the vacancy. The Board agrees to do this in a fair and equitable manner.

ARTICLE XXX

EMPLOYEE RIGHTS

30.01 All reports and forms required by the Board to be completed by the employee shall be completed on paid time.

30.02 Each employee shall have the right to inspect his/her personnel file(s). The employee may be accompanied in such review by a representative of his/her choice and representative of the Board may be present during such review.

The employee shall not permanently remove any item from his/her file, but shall be allowed copies of such at cost.

- 30.03
- A. When any complaint, reprimand, or other such material is added, deleted or changed in an employee's file(s), a copy of the same shall be made available to the employee, who shall acknowledge receipt of the same. If any employee is required to sign any such material within his/her file, such signature shall designate receipt only and not agreement.

 - B. All employees shall have the right to respond without censorship, on all such material and said response shall be included in their official records.

ARTICLE XXXI

IN-SERVICE TRAINING

- 31.01 All employees required by the Board to participate in any training and/or health and safety programs shall be compensated at their regular rate of pay for the length of the program(s). Cost of training will be paid by the Board.
- 31.02 All employees required to attend in-service training during the summer months shall be given twenty (20) working days written notice of dates, times and location of said training.
- 31.03 Employees may attend one (1) Adult and Community Education class at the Board expense each contract year. Enrollment in such courses will be on a space available basis and district employees who are seeking to take such courses free of charge are not to be counted for minimum required numbers. The Director of Adult Education will provide a list of courses which are excluded through the Superintendent. The list will be posted at each worksite. Courses taken do not have to be directly job related.

ARTICLE XXXII

EQUAL PAY PROVISION

- 32.01 Any employee required to work temporarily in a higher job classification for more than ten (10) consecutive days shall receive the higher rate of pay for the entire temporary assignment. All employees shall be paid for all hours worked.

ARTICLE XXXIII

BUS DRIVERS/TRANSPORTATION AIDES

- 33.01 Bus drivers shall be in four (4) classifications:

Regular	Substitute
Temporary	Part-time

- 33.02 Regular drivers shall fall into two (2) categories:

Full-time assigned who are assigned an established bus route and;

Full-time unassigned who are not assigned an established bus route.

Regular drivers shall be assigned to established routes as their primary assignment. They may be assigned other department work as required.

- 33.03 Substitute drivers are drivers who replace an employee on a day-to-day basis, as needed. Note: This was the old 33.07.

Temporary drivers are drivers employed for a period not to exceed four (4) calendar months or to replace an employee on leave of absence for a period not to exceed six (6) calendar months. Note: This was the old 33.04.

Part-time drivers are drivers who work less than twenty (20) hours per week. Note: This was the old 33.05.

33.04 Substitute, temporary and part-time drivers may be called to assist in driving routes on an as-needed basis. They may be assigned to drive field trips only when regular drivers are not available.

33.05 Field Trips

A. Drivers desiring to be approved to drive on field trips must submit their request annually on forms provided by the Transportation Department. Names taken from these forms shall then be placed on a seniority list according to length of service as a regular driver for use in making assignments for field trips. This will be a continuing rotating list. After three (3) drivers have refused the trip, the Director of Transportation or his/her designee may assign a driver for the trip. It is the responsibility of management to maintain the seniority list.

B. Field trips will be assigned according to seniority. If an unassigned driver is unavailable to cover existing routes, (the driver's priority is the assigned route) the field trip may be cancelled. When a driver refuses an assignment, his/her name will be removed from the top of the list and placed on the bottom of the list. Field trips will be posted each week beginning with Monday and ending with Sunday. The earliest trip will be listed as the first trip beginning each Monday.

C. After School Activity Routes

Drivers desiring to be approved to drive after-school activity routes must submit their request annually on forms provided by the Transportation Department. Names taken from these forms shall then be placed on a seniority list according to length of service as a regular driver for use in making assignments for after-school activity routes. After-school activity routes will be assigned according to seniority, however, availability and feasibility of the driver to meet the requested start time will be the deciding factor in assigning the said routes.

- D. When a driver refuses an assignment, his/her name will be removed from the top of the list and placed on the bottom of the list. Field trips will be posted each week beginning with Monday and ending with Sunday. The earliest trip will be listed as the first trip beginning each Monday.
- E. Drivers may switch trips by completing the Trade Trips Agreement Form. Trips may only be traded within the same trip week.
- F. During the regular school year, a single trip board shall be maintained. P.I. drivers shall be eligible for field trips. There shall be two (2) trip boards during the summer - one for full week assignments and one for daily trips.
- G. Adult Education trips shall be posted on the appropriate trip board. Rotation through the trip board shall be consistent with the regular procedure in ~~the~~ first paragraphs A. and B. of this article.
- H. Adult Education routes shall be considered regular summer routes with the exception of those routes driven by personnel hired by Adult Education to drive routes on a twelve (12) month basis.

33.09

- A. Drivers shall be paid their regular hourly rate for driving the local after school activity bus routes.
- B. Flagler County School Board bus drivers will be given the right of first refusal regarding field trips. If there is driver willingness/interest and if Flagler County school buses are available at the dates and times requested, then Flagler County School bus transportation will be used.
- C. The Transportation Department will be required to make a “commitment lock-in” twenty (20) school days ahead of the scheduled event. At the twenty (20) school day point, if there is any doubt as to whether or not transportation can provide either the drivers or the vehicles to accommodate the trip, the trip requesters will be free to pursue alternate transportation arrangements with other carriers.

- D. The Transportation Department will notify-initially by telephone with follow-up in writing-the party making the request either of a commitment or the freedom to pursue other arrangements at the twenty (20) school days prior to point. Every effort will be made to make requests for field trips at least two (2) weeks in advance of the twenty (20) day lock-in date so that appropriate action can be taken in the driver notification process (posting).
- E. Both sides acknowledge that, on occasion, situations will occur in which advance driver notification will not be possible. In those cases, required decisions will be made by the available administrator (Director of Transportation/Fleet Services his/his designee. It is clearly understood by both parties that situations of this nature are anticipated to be the exception rather than the rule.
- F. Both sides further acknowledge that circumstances may arise in which it might be preferable to use private carriers; those situations will be declared only after review by the Superintendent or his/her designee. A bus driver designated by the FESPA President will be afforded the opportunity to consult in the review by the Superintendent. It is clearly understood by both sides that the final authority for making these types of decisions will continue to rest solely with the Superintendent or his/her designee. It is the intention of the School Board that if schools and students raise their own funds to pay for a trip (no tax dollars involved), they will be permitted to engage a private carrier without review.

- 33.10
- A. Bus drivers, when driving for extra curricular trips, shall be paid for all duty hours for each day at his/her hourly rate of pay. All duty hours exceeding eight hours in a twenty-four (24) hour period will be calculated for overtime. All hours for all extra curricular trips must be verified and signed by the trip sponsor.
 - B. Drivers and transportation aides shall be provided either a ticket or have their admission to the event arranged for in advance equal to the teachers'/chaperones' admission.

Under no circumstances will the driver or aide be given a cash amount equivalent to the cost of an admission ticket. The decision regarding which of the two identified and acceptable options to use will be made by the trip sponsor/administrator/coordinator.

- C. Drivers and transportation aides shall be notified of a trip cancellation two (2) hours in advance if a trip is cancelled, if at all possible. A driver and/or aide who are not notified two (2) hours in advance of a trip cancellation shall be compensated for three (3) hours at the hourly trip rate.
- D. The driver will be provided a single room for an overnight stay unless the sharing of a double room with the adult sponsor or chaperone is available.

33.11

- A. At the beginning of each school year (within three {3} weeks of school opening) all bus drivers will receive a written notice of their daily regular route hours including the time granted for bus inspection (fifteen {15} minutes), bus sweep-out/clean-up (thirty {30} minutes) bus referrals (twelve {12} minutes) and buckling seat belts (ten {10} minutes). Bus drivers will also receive a copy of the payroll worksheet on which extra-curricular trip pay and overtime pay are calculated for each payroll period.

- B. Bus drivers shall be paid according to the following minimum schedule:

Single Run: 4.5 hours per day

Double Run: 6 hours per day

- C. Transportation aides shall be paid according to the hours the bus driver on the route is paid less twenty-five (25) minutes.

33.12

- A. When regular bus routes become open because of resignation, transfer or dismissal, those routes will be posted within thirty (30) days of the Board's acceptance of the resignation or action on a dismissal or transfer.

Both sides acknowledge that the School Board retains the sole authority to decide when it is no longer necessary to fill a previously open position. In the event that a decision is made not to fill a position, such decision will be conveyed via written notice within the specified thirty-day period, in the same location and in the same manner as a job opening/posting would be.

B. If a driver is on leave for three (3) months or more, his/her route shall be declared open and up for bidding.

33.13 A. In establishing the seniority list among bus drivers and transportation aides – solely for route and job bidding purposes within the department – only the total amount of time served as a bus driver or transportation aide will be used. In the case of individuals who have worked in both positions – driver and aide – seniority is based only on the time actually spent in the specific job classification. Stated differently – time spent as a driver and time spent as an aide may not be combined into one total. Total time need not be only consecutive, uninterrupted service within the transportation department. Time spent in either classification at any time may be reserved for future use within the transportation department.

B. If employment with the district is terminated, whether by resignation or termination by the Board, previous seniority will not be applicable for the purpose of route and job bidding.

C. If an Employee voluntarily or is involuntarily transferred from the department; all seniority ceases to exist after twelve months.

ARTICLE XXXIV

SAFE DRIVER PROGRAM

34.01 Definitions

"Vehicle operator" or "driver" shall mean any employee within the bargaining unit who is hired for the purpose of driving a school vehicle.

34.02 Training Program

Once approved for employment, all bus drivers shall be instructed in safe driving techniques during a training program as required by law.

34.03 Administration and Disciplinary Actions

- A. Drivers' infractions shall be investigated and may be assessed according to the point system in 34.05 of this Article.
- B. Points may be assigned by the Safety Committee, which shall consist of the Fleet Service Manager, the Transportation Supervisor, Risk Management and one uncompensated Union Representative who shall be appointed, after the discussion with the Director of Transportation by the FESPA President. The Union Representative shall be a non-voting member of the committee.
- C. A written appeal may be made to the Director of Transportation if there is a disagreement regarding the Safety Committee's assessment of the points. The appeal request must be made within five (5) work days following the receipt of the written notification.
- D. Points may be assigned by the Director of Transportation/Fleet Services and/or the Transportation Supervisor when a violation is personally witnessed.
- E. A form shall be placed in each employee's personnel file in order to keep a record of any points the driver may receive.
- F. When a driver is assigned points, he/she shall also receive written notification of the number of points, the infraction, the date of the infraction, and the date the points are assigned.
- G. An accumulation of points will result in disciplinary action as indicated below:

<u>Maximum Number of Points</u>	<u>Time Period</u>	<u>Action</u>
1 to 4 points within	1 year	Warning/ Corrective Action
5 to 8 points within	1 year	Letter of Reprimand/ Corrective Action
9 to 11 points within	1 year	3 day Suspension Without Pay/ Corrective Action
12 or more points within	1 year	Termination
15 or more points within	2 years	Termination

a. H. Points assessed under this plan will be deleted two (2) school years following the date of the infraction in which the points were assessed.

I. If a driver is terminated due to excessive points, he/she may be considered for employment in a non-driving position.

34.04 Reporting Responsibility

A. School Board Owned Vehicles

1. It shall be the responsibility of all drivers to report immediately all traffic citation/ incidents or accident in which he/she was involved as an operator of a School Board owned motor vehicle.
2. A driver may not be assigned points until court action is completed, at which time the driver shall notify the director or designee of the results.
3. A driver may be suspended from driving duties with or without pay, pending court action. If he/she is found guilty or does not contest the charges, he/she will be immediately assigned points and administrative action(s), if required, shall begin immediately. If the driver is found not guilty or if the charges are dropped, he/she shall receive back pay for time suspended without pay.

B. Private Vehicles

It shall be the responsibility of all drivers to report on the next scheduled employee work day the following to the Director of Transportation or his/her designee:

1. Any accident in which the operator was involved as an operator of a non-school Board Owned motor vehicle.
2. Receipt of any traffic citation.
3. Expiration, suspension or revocation of driver's license.

34.05 Point System (Based on the Florida DMV Point System and applies only when operating a school vehicle)

Violations

Points Assessed

TYPE A – Violations (will result in termination of employment as a bus driver) 12

1. Driving while intoxicated or unlawful blood alcohol content
2. Knowingly operating without valid Florida drivers license or improper (revoked, suspended, etc.) license
3. Leaving scene of accident involving injuries
4. Fleeing or attempting to elude a law enforcement officer
5. Failing to stop at a Railroad Crossing (loaded or unloaded)

TYPE B – Violations (may result in points up to a maximum of 6 points) 6

1. Exceeding the posted speed limit by 15 mph or MORE

TYPE C – Violations (may result in points up to a maximum of 4 points) 4

1. Leaving scene of accident involving property damage
2. Exceeding the posted speed limit by less than 15 mph
3. Failing to observe all traffic control signals, signs or devices
4. Passing or attempting to pass a school bus that has stopped
5. Any and all moving violations that cause an accident
6. Driving Recklessly – *Operating a motor vehicle in a dangerous and negligent manner, including speeding, weaving in and out of traffic, and the like.*

- Careless driving
- Improper lane changing
- Failing to have vehicle under control
- Crossing private property to avoid traffic light or stop sign

- Driving on wrong side of road
- Failing to yield entering through highway
- Failing to yield right of way
- Following too close
- Improper passing

TYPE D – Violations (may result in points up to a maximum of 3 points) 3

1. Seatbelt/child restraint violation (Driver MUST verbally inform ALL students/passengers to utilize seat belts - per state law)
2. Causing property damage or damage to the bus of \$100 or less

34.06 Safe Driving Incentive

- A. Regular bus drivers and adult education specialists who drive buses daily shall receive \$150.00 each June if no points have been assessed against them under the Safe Driving Plan in the preceding school year. To be eligible for the Safe Driving Incentive, the driver shall be employed as a regular bus driver on or before September 1 of each school year.

ARTICLE XXXV

HOURS, DAYS, WAGE & SALARY SCHEDULE

35.01 The Board agrees to implement the following hours, days and attached salary schedule for bargaining unit employees. The list of bargaining unit employees shall be updated to reflect all current job descriptions.

35.02 Additional Pay

A. Additional pay for employees who have earned their Associates Degree or higher from an accredited university or community college and who's job description does not require that degree shall be paid as follows:

Associates Degree	\$.30 per hour
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B. Assistant Food Service Managers who work a minimum of seven (7) hours per day shall be paid an additional forty-five (\$.45) per hour above their regular hourly rate of pay.

C. The following shall receive an additional pay of fifty cents (\$.50) per hour: Lead Mechanic, Lead Maintenance/Pool Worker, Lead Security.

Note: To be able to be named a "Lead", there shall to be a minimum of three (3) employees (in addition to the Lead) within the immediate work group. The decision to name or not name a "Lead" remains an administrative prerogative

D. ASE certification and/or training components in the direct-related areas of bus mechanics, State certified bus driver/tester training, cost parts specialists and vehicle electronics technicians are payable with the next full pay period after certification verification has been received and continuing during the period of certification.

1. 1-2 areas of certification \$.50 per hour
2. 3 or more areas of certification \$1.00 per hour

- E. Child care workers who have earned their CDA certificates or equivalent shall be paid an additional twenty cents (20¢) per hour above their hourly rate.
- F. Coordinating Custodian-additional will be paid one dollar (\$1.00) per hour above their regular hourly rate of pay.
- G. Lead Custodians supervise custodial staff in the absence of the Coordinating Custodian. They shall be compensated an additional twenty-five cents (\$.25) per hour above their regular hourly pay for their additional duties.

Note: To be able to be named a "Lead", there must be a minimum of three (3) employees (in addition to the Lead, within the immediate work group. The decision to name or not name a "Lead", remains an administrative prerogative.

- H. Any employee appointed Manager, Coordinator or Lead shall participate in the district's in-service training program on Team Leadership.
- I. Substitutes shall be placed on step one (1) of the salary schedule if they have worked ninety-nine (99) days or more in a job classification the year preceding their full time employment in the same job classification.
- J. Current full time employees as of June 30 of each year who transfer to a new job classification shall be moved one (1) step on the salary schedule at the time other employees are moved.

35.03

- A. Employees will automatically advance one step on the Salary Schedule at the beginning of the fiscal year, for having worked a majority of their contracted days in the previous year, provided that the School District receives adequate funding from the state to support salaries and required programs.
- B. The adequacy of the funding will be verified and confirmed by the Superintendent prior to making a recommendation to the Board of Education to initiate the automatic advance by approving his recommendation.

35.04 Employees, as defined in Article 1.02, who:

- have at least ten years of experience with Flagler County Schools and
- who are at least 55 years of age or
- have thirty (30) years of service (including ten {10} years in Flagler County) at any age at the time of official retirement

shall receive a six thousand dollars (\$6,000.00) retirement supplement.

35.05 The employee's check stub shall show his/her accrued sick leave and vacation leave. The Board affirms its intention to continue the process it has already begun, changing the pay stub to include as wage adjustments: pay periods, hours worked, and overtime. Deductions shall also be itemized on the stub, within the limits of software, required additional materials and financial feasibility.

35.06 For all substitutes in any position within the FESPA unit, substitute pay will be established as fifteen cents (.15) per hour less than the first step for any given classification or position.

35.07 Shift Differential

- A. The following categories of staff are eligible for differential pay for third shift work:

1. All regular staff in hourly-paid positions.
 2. Staff working on a part-time schedule.
 3. Staff working within the probationary period.
- B. All job postings requiring shift work must include the shift time advertised on the posting.
- C. An employee regularly scheduled to work on a shift which requires differential pay will receive holiday pay, sick pay, vacation pay and other paid leave.
- D. Any changes in shift differential will occur at the beginning of a pay period.
- E. Shift differential will be paid to all hourly employees who are assigned on a permanent basis to third shift. Third shift is generally defined as the shift beginning at 11:00 p.m. and ending at 7:30 a.m..
- F. Employees working third (3rd) shift will be paid a differential of \$.25 per hour for all hours worked during the shift.

ARTICLE XXXVI

SICK LEAVE BANK

36.01 Sick Leave Bank Committee (SLBC)

A sick leave bank shall be established for participating employees. Such bank shall be administered by a committee composed of nine (9) persons, three of which are selected by FCEA, three selected by FESPA and three appointed by the Superintendent. The SLBC shall insure adherence to all procedures, rules, laws and regulations in effect and with the terms of this contract as ratified or amended.

36.02 Definition of Leave Day

As used in this article, one day of leave shall mean the equivalent in required work day hours.

36.03 Membership

Any employee who has been employed a minimum of one (1) year in Flagler County and who has an accumulation of a minimum of eight (8) days of sick leave on record shall be eligible for membership in the bank.

Such membership and participation shall, at all times, be voluntary. Each participating employee shall contribute one (1) day of earned sick leave by October 1. This day shall not be returned to the employee unless the bank fails to come into existence in accordance with the following rules. No further contributions to the bank shall be necessary except as provided below for the replenishment of the bank.

36.04 Procedures and Audit

The SLBC shall consult with and comply with procedures developed between the Human Resources Department and Finance Department regarding the identifying and recording of contributions.

These Departments will provide the Association with verification of Sick Leave Bank enrollment to the extent practicable by October 15. Such record keeping and procedures shall be audited by these Departments to insure compliance with regulations. The SLBC will make available to all participants and the School Board an annual report of the usage and status of the Sick Leave Bank.

36.05 Sick Leave Bank Rules

- (1) The Sick Leave Bank shall have a minimum of two hundred (200) days on deposit before being activated. At no time shall the balance of days on deposit fall below zero (0).
- (2) When the balance of days on deposit falls below one hundred (100) days, all participating members shall contribute one (1) additional day in order to replenish the

bank to the level established in (1). Exception: Sick Leave Bank members who have no accumulated sick leave shall be required to contribute the additional day as soon as a sick leave day is available under normal earning of sick leave.

Any employee not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The one (1) day contributed under this section (2) shall not be returned to the employee unless the bank fails to be reactivated. Failure to reactivate with the 200 day minimum in (1) shall result in the bank being suspended. Reactivation from suspension could occur only under procedures in 36.03. Membership.

(3) Use and Application

- (a) Sick leave drawn from the bank by participating members must be used for said members' prolonged personal illness, accident, or injury. Such things as Elective Surgery or Cosmetic Surgery shall not be covered. An illness or injury shall be considered prolonged (1) where there is no reasonable expectation that the employee will be physically able to return to employment within 3 months of the date of application to draw Sick Leave Bank days, or (2) where due to unexpected complications, the injury or illness causes the member to be physically disabled for three (3) or more months after the requirements of (3) (b) and (3) (c) below are met.
- (b) No member shall be eligible to use the bank until he/she has exhausted all accumulated sick leave and annual leave on record.
- (c) Any member wishing to use the bank must have been a member of the bank for at least thirty (30) working days before contraction of the illness unless waived in the case of extreme emergency by the SLBC. In addition, the member must have been

absent for a minimum of ten (10) consecutive work days without pay.

- (d) Any member applying for days from the Sick Leave Bank must have filed an application with the Board for Extended Sick Leave that has been received by the Personnel Office and approved pending board action. Written notification to the Sick Leave Bank Committee will be made within three (3) working days of the Personnel Office approval or disapproval.
- (e) Any member applying for days from the Sick Leave Bank must file an application with the committee. This application must be accompanied by a form filled out by the doctor which certifies the illness or disability and the length of anticipated physical disability. The member must certify in the application the date leave began, the date sick leave will be exhausted, the date on which the Sick Leave Bank is requested, and the necessity for the extended leave. The committee reserves the right to request a second medical opinion at the cost of the applicant. All medical and application records shall be held in confidence by the SLBC.
- (f) No member shall be permitted to use the Sick Leave Bank if he/she is on injury or illness in the line of duty leave or drawing workers' compensation.
- (g) No member shall be eligible to draw more than thirty (30) days from the bank during any school year.

(4) Abuse

- (a) If a member is found to have abused the use of the Sick Leave Bank, he/she shall repay the days drawn from the bank and be subject to such other disciplinary action as determined by the School Board.

- (b) A member may be required by the Sick Leave Bank Committee to provide copies of medical reports filed with the Superintendent's office in accordance with the Leaves Article concerning the applicant's condition requiring sick leave bank days. Strict confidence will be maintained.
- (c) The Sick Leave Bank Committee reserves the right of periodical medical review of the applicant's condition which may include a second opinion.

(5) Withdrawal From Sick Leave Bank

Employees wishing to withdraw membership in the Bank shall not have their contributed sick leave days returned.

36.06 Hold Harmless

The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for employees to use this Sick Leave Bank.

ARTICLE XXXVII

EFFECT AND DURATION OF AGREEMENT

37.01 This Agreement shall, subject to compliance with the Administration Procedures Act, Chapter 120, Florida Statutes, and other applicable laws, supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement and shall be incorporated into and be considered part of the established policy of the Board.

37.02 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 in the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

37.03 The Board agrees to post a copy of this Agreement and future amendments on the district's web site within thirty-five (35) days of ratification by the parties.

37.04 This Agreement shall be effective as of July 1, 2007 and continue in full force and effect until June 30, 2010.

During the term of this contract, annual re-openers shall consist of compensation, insurance, and no more than three (3) articles of each parties' choice and shall be automatically extended from month to month, unless either party shall give notice to the other in writing of it's desire to modify the terms thereof. Under the philosophy of-making bargaining an on-going process and relationship, rather than a calendar related event, either side may bring any issue to the table at any time during the period of the contract with written notice to the other side of its desire to do so.

Both parties agree to conduct discussions in such a manner so that the language for a successor Agreement can already be in place at the start of the 2010-2011 school year. It is the intent of both parties to continue the solid professional relationship of mutual cooperation which has developed over the years.

RATIFICATION AND SIGNATURES

SCHOOL BOARD OF FLAGLER COUNTY:

Board Chairman, Colleen Conklin

Superintendent, Bill Delbrugge

Director, Human Resources, Harriett Holiday

FLAGLER EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION:

President, Rebecca Harper

Service Unit Executive Director, Gloria Ali

WE, the undersigned, agree that the attached document is the final and tentative agreement between the FLAGLER EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION negotiating team and the DISTRICT SCHOOL BOARD OF FLAGLER COUNTY negotiating team. We further agree we will recommend the attached document for ratification.

Signed:

**The District School Board
Personnel County Negotiating
Team**

**The Flagler Educational Support
Association Negotiating Team**

Harriett Holiday

Rebecca Harper

Roy Pistone

Angelo Brucculeri

Tom Tant

Theresa Cappazo

George Pines

Gloria Ali

APPENDIX A

OFFICIAL GRIEVANCE FORM

Name _____

Work Site Assignment _____

Home Address _____

Home Telephone _____ Work Phone _____

Date cause of grievance occurred _____

Relates to Article(s) Paragraph _____ Subparagraph(s) _____ of Agreement between the Flagler Educational Support Personnel Association and the District School Board of Flagler County, Florida.

Statement of grievance: _____

Specific Relief Sought: _____

Signature _____ Date _____

Disposition of Administrator (For each article): _____

Signature _____ Date _____

Level II Appeal: I do hereby notify you that I am appealing the Level I decision to Level II.

Signature _____ Date _____

Level III Appeal: I do hereby notify you that I am appealing the Level II decision to Level III.

Signature _____ Date _____

After Level I, the administrator will:

- Keep 1 copy
- 1 copy to grievant
- 1 copy to personnel
- 1 copy to Association

APPENDIX B

TRANSFER REQUEST FORM

Name _____ Date _____

Present Position _____

School _____ Grade/Subject _____

I request the following transfer: _____

Reason for request:

I understand that if a transfer is possible, I will be given every consideration.

APPENDIX D
SALARY SCHEDULES