

**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2017 – June 30, 2020**



**Between**

**The Federation of Public Employees  
(Secretarial/Clerical)**

**And**

**The School Board of Broward County,  
Florida**

**2019-2020 school year**

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## **PREAMBLE**

This Agreement is entered into this first day of July 2007, by and between The School Board of Broward County (hereinafter referred to as the "Board,") and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, an affiliate of District 1, MEBA AFL-CIO (hereinafter referred to as the "FOPE.")

Witness:

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

## **DEFINITIONS**

Terms in this Agreement shall be defined as follows:

- A. "Administration" – The superintendent, area and associate superintendents, principals, department heads, and/or their subordinate managers and supervisors responsible for the various levels of administration, excluding bargaining unit members.
- B. "Board" – The School Board of Broward County, Florida.
- C. "Employee" – A member of the bargaining unit.
- D. "FOPE" – Federation of Public Employees, a division of the National Federation of Public and Private Employees, an affiliate of District 1-MEBA AFL-CIO.
- E. "Immediate Supervisor" – The person in an administrative position responsible for the daily supervision of an employee. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the Secretarial/Clerical and COPA units.
- F. "Layoff" – A reduction of employees instituted by the Board. Loss of employment through no fault of the employee.
- G. "Overtime" – Hours worked in excess of an employee's normal work week.
- H. "Permanent Employee" – An employee who has satisfactorily completed his/her initial probationary period with the Board, as defined in Section I & J below.
- I. "Permanent Part-Time Employee" – An employee who has satisfactorily completed his/her probationary period, as defined in Section J below, in a position which calls for the employee to work less than the normal work week, but at least twenty (20) hours per week.
- J. "Initial Probationary Period" – For purposes of this contract, a probationary period shall be 131 work days for an employee newly hired to the District.

For employee's coming from other units, see Article 8.

- 1. Eligibility for employee insurance benefits – see Article 18, Section A(3).

Probationary employees shall accrue sick leave and those assigned to a vacation earning calendar shall accrue vacation leave after completing their forty-fifth (45th) workday; however, said employees shall not be able to utilize sick leave until they have worked ninety (90) days, and may not utilize vacation leave until the completion of their probationary period.

Should the employee be terminated prior to completion of the full probationary period, all leave shall be returned to the Board.

2. During said probationary period, the Board may suspend, discipline or discharge a probationary employee for any reason whatsoever except for lawful union activities, and no claim will be made by the employee or by the FOPE that the action was improper. During the probationary period, the affected employee is not entitled to any representation nor may the employee file a grievance under this contract, nor under the Board policy grievance procedure.
  3. Sections 1 and 2 above, only apply to probationary employees who have not successfully completed their initial probationary period and are not permanent employees.
- K. "Promotion" – See Article 12, Section G.
- L. "Demotion" – See Article 12, Section G.
- M. "Upgrade" – See Article 12, Section G.
- N. "Lateral Movement" – See Article 12, Section G.
- O. "Seniority" – Shall be defined as the length of continuous service with the Board as a member of the unit (as defined in Section R below). "Continuous Service" means uninterrupted employment with the Board and it shall include the time, if any, that an employee's name is on the seniority recall list of laid-off employees, and it also shall include the time, if any, that an employee's service shall be considered continuous even though the employee is employed from school year to school year on a calendar which is shorter than twelve (12) months. For the purpose of layoff and recall only, bargaining unit seniority shall be defined as the total length of continuous service from the first day of hire with the Board as a member of the unit. Example: After an employee completes his/her probationary period, the "layoff and recall" seniority date shall be determined from the start of the probationary period in the bargaining unit.



- P. "State Regulations" – Regulations adopted by the Department of Education of the State of Florida to clarify and implement statutes which relate to education in the State of Florida.
- Q. "Temporary or Temporary Part-Time Employees" – An employee hired for six (6) months or less, except as exempt per Article 4, Section C.
- R. "Unit" – Secretarial/Clerical employees in job classifications within the bargaining unit represented by the FOPE.
- S. "Working Days" – The workdays of an employee's regular work week.
- T. "Panel Interview" – consists of three (3) or more interviewers.
- U. Work Location shall be defined as a School, or in the case of a Department, a work unit identified by an Organizational Unit Number or any future nomenclature as determined by the District.

**ARTICLE 1**  
**RECOGNITION AND NEGOTIATION PROCEDURES**

**A. RECOGNITION**

The Board recognizes the FOPE as the sole and exclusive bargaining agent for all secretarial/clerical/technical employees listed by the Public Employees Relations Commission (PERC) Case #RC-85-045.

**B. NEGOTIATION PROCEDURES**

In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the members of the bargaining unit voting, but the parties mutually pledge that their representatives shall be empowered with all necessary power and authority to make proposals, consider proposals, make concessions, and reach tentative agreements in the course of the negotiations.

There shall be four (4) executed copies of any final Agreement. Two (2) copies shall be retained by the Board and two (2) by the FOPE.

Any costs incurred by prior mutual agreement through impasse procedures will be shared equally by the Board and the FOPE unless otherwise provided by law.

**C. NEGOTIATING TEAM**

The negotiating team shall consist of no more than twelve (12) bargaining unit employees. These employees shall be allowed to attend all negotiating sessions that occur during their regular working hours with pay, and seven (7) employees shall be given time off with pay to ratify the contract each year. Such time shall be paid at straight time.

**D. LABOR MANAGEMENT COMMITTEE**

Upon mutual agreement, a ~~minimum~~ up to five (5) ~~eight (8)~~ eight (8) representatives of the Administration and up to ~~five (5)~~ eight (8) representatives of the FOPE will meet during the regular school year on an as-needed basis but no more than once every month, at times convenient to both parties for the purpose of reviewing the

administration of the Agreement and to resolve matters of mutual concern.

The parties agree that each may invite subject matter experts (“SMEs”) to the meeting, as needed, to address agenda items. The identity of any SMEs to appear at a Labor Management meeting will be shared at least forty-eight (48) hours before the meeting. Unless mutually agreed upon, the Labor Management meeting will not be scheduled for up to two (2) hours. The parties agree that these meetings are intended to discuss matters of common interest. These meetings are not intended for the purpose of collective bargaining or to discuss matters of active grievances, pending arbitrations or corrective actions.

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

**E. CALENDARS**

Prior to Board adoption of calendars to which the FOPE unit members are assigned, the Superintendent or designee shall annually consult with representatives of the FOPE for suggestions and input.

**ARTICLE 2**  
**NON-DISCRIMINATION**

- A. The Board and the FOPE agree that the basic intent of the Agreement is to provide a harmonious working relationship between the Board and the FOPE. The Board and the FOPE agree that all provisions of this Agreement shall be applied to all employees covered by it, and that the Board and the FOPE affirm their joint opposition to any discriminatory practices as provided by law.
  
- B. Neither the FOPE, its representatives or members, nor the Board, nor its representatives, will intimidate or coerce any employee or discriminate against any employee by reason of the employee's membership or non-membership in the FOPE. Membership, non-membership, or legitimate activity under applicable labor laws or provisions of this Agreement will not jeopardize an employee's good standing with the Board or opportunity for advancement.
  
- C. The Board and the FOPE agree they will not discriminate against any employee because of gender, race, color, religion, disability, age, national origin, or sexual orientation, or any other legally protected status.
  
- D. Administrative procedures have been established by local ordinance, the State of Florida and the United States for the handling and processing of claims of unlawful employment discrimination based on gender, race, color, religion, national origin, disability, age, sexual orientation and other legally protected status. The FOPE and the Board encourage bargaining unit members who believe that they have been victims of employment discrimination based on gender, race, religion, national origin, disability, age or sexual orientation to file such claims with the United States Equal Employment Opportunity Commission, the Florida Commission on Human Rights, the local anti-discrimination agency or the applicable Florida or Federal court. Claims of employment discrimination based on gender, race, religion, national origin, disability, age or sexual orientation shall not be processed as grievances.

**ARTICLE 3  
HOURS OF WORK AND OVERTIME**

**A. HOURS OF WORK**

The normal workday (except as provided for in Section D below) for full-time permanent unit employees shall be no longer than seven and one-half (7-1/2) consecutive hours (including one-half (1/2) hour unpaid lunch period) for school personnel and eight (8) consecutive hours (including a one (1) hour unpaid lunch period) for county-level personnel.

**B. OVERTIME**

Hours worked up to forty (40) in a week shall be compensated at straight time.

Employees who work overtime in excess of forty (40) hours work per week shall be compensated at an hourly rate, one-and-one-half (1½) times their regular hourly rate. Compensatory time must be pre-approved by written mutual agreement of the appropriate administrator, immediate supervisor or designee and the affected employee. Compensatory time may be given in lieu of overtime for the first 160 hours. Compensatory accrual time must be recorded/maintained in the SAP/ERP system.

1. The compensatory time must be granted at a rate not less than one-and-one-half (1½) hours for each hour of overtime worked. Therefore, an employee may not accrue more than 240 hours of compensatory time (160 hours of overtime x 1.5 hours of compensatory time).
  - a. An employee may request the use of compensatory time in full-day or half-day units. For the purpose of medical or dental appointments hourly increments may be requested.
  - b. A request for the use of compensatory time shall be made by the employee, on the appropriate compensatory request form, not later than forty-eight (48) hours prior to the time/date compensatory time is requested to be used, except for an emergency, as determined by the administrator, immediate supervisor or designee.
  - c. The compensatory time request form shall be submitted by the employee to the division head, immediate supervisor or

designee for consideration and shall not be unreasonably denied. Within twenty-four (24) hours of submission of the request, the employee shall be notified of approval or denial of the request.

- d. Compensatory time must be utilized before other paid leave except when such usage may result in the loss of that paid leave. However, compensatory time earned in the last quarter of the fiscal year is not subject to this stipulation.
  - e. The employee may carry over compensatory time from fiscal year to fiscal year with a maximum of thirty-five (35) hours. Any compensatory time that is not carried over from one (1) fiscal year to the next, shall be paid based on the rate in effect on June 30<sup>th</sup>. Payment shall be made by the last day of August, minus applicable taxes.
  - f. Upon the transfer/promotion of an employee to another location/department, the employees' accrued but unused compensatory time shall be paid based on the pay rate in effect prior to the transfer/promotion within sixty (60) days of the effective date of the transfer/promotion.
2. From time to time, the employee's administrator, immediate supervisor, or designee may require the performance of overtime.

Overtime shall be offered to qualified permanent employees on a rotating basis as follows: the offer shall be extended to the most senior permanent employee first and then in a descending order, based on seniority, until all permanent employees have had the opportunity to perform overtime.

All overtime shall have the prior written approval of the appropriate administrator, immediate supervisor or designee. Said approval must be provided to the employee before the start of the overtime to be worked.

- 3. Whenever possible, at least twenty-four (24) hours advance notice that overtime will be necessary shall be given to the employee.
- 4. Administrators shall be responsible for documenting all compensatory time and will comply with the provisions of the Fair Labor Standards Act (FLSA). The administrator shall provide employees with the compensatory time balance within a reasonable time after a request is made.

5. This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week.

**C. BREAKS/LUNCH PERIOD**

All employees working six (6) or more hours per day shall have two (2) fifteen (15) minute paid breaks each day, one (1) in the morning and one (1) in the afternoon except as noted in Section D below. Employees working less than six (6) hours per day shall have one (1) fifteen (15) minute paid break each day. Scheduled breaks may not substitute for paid work time. Break schedules will be determined by the appropriate supervisor. Supervisors will provide written break schedule to employees.

Employee lunch period may be changed according to the needs to the department. The Supervisor will give the employee written notification if the lunch period is changed for three (3) days or more.

The lunch period shall not be interrupted, except in case of emergency, as determined by the administrator, immediate supervisor or designee. Employees who are required to work during their scheduled lunch period shall receive their lunch period in its entirety.

**D. FOUR DAY WORK WEEK**

The Board reserves the right to establish and utilize a four (4) day, up to a 10 hours per day work week schedule. The normal workday for full-time permanent unit employees shall be no longer than ten (10) consecutive hours (including a one-half (½) hour unpaid lunch period for school personnel and including a one (1) hour unpaid lunch period for county-level personnel). At the discretion of the supervising administrator, employees working six (6) or more hours per day on the four (4) day work week may have three (3), ten (10) minute paid breaks per day.

1. No work week will include both weekend days as a workday for any employee except on a voluntary basis. A schedule may indicate Sunday as the first day of the work week or Saturday as the last day of the work week.
2. For purposes of this section, at such time as a vacancy exists or a new shift/work week becomes available, volunteers will be solicited from all applicable employees prior to the filling of the position(s).

3. Where more volunteers are available than open positions, seniority and qualifications shall prevail among the applicable employees.
4. Where there are no volunteers or not enough volunteers to fill the opening(s), the position(s) will be filled in reverse seniority order.
5. In the event that the Board implements this four (4) day work week in an entire department, and this creates a serious medical and/or personal problem, substantiated by a Board selected physician or acceptable written explanation as determined by the Superintendent (designee), on any employee within the department, the Board shall strive to reasonably accommodate the employee's individual needs.
6. In the event that the majority of employees at a location wish to request the consideration of a four (4) day work week, but the immediate supervisor is opposed to it, a representative of the staff will be allowed to present the request to the Director without any reprisal.

**E. EMERGENCY WORKING CONDITIONS**

In the event of an emergency closing of work location(s) and/or declared emergency, bargaining unit members shall be compensated as described below:

1. Bargaining unit members regularly scheduled to work during the time of the emergency or who are ordered to return home during the emergency or prior to the completion of said employees' scheduled hours shall be paid for all hours during the emergency period which the employees had been scheduled to work.
2. Employees on sick leave, annual leave, or personal reasons leave during the declared emergency period shall have leave time returned to the applicable leave accumulation.
3. Any employee ordered or assigned by the Superintendent/Designee or the Board to work during the declared emergency period shall be compensated at double the employee's base hourly rate of pay for all hours physically worked. This compensation shall be in addition to compensation as stated above within subsection (1).



**ARTICLE 4**  
**CONDITIONS OF EMPLOYMENT**

**A. NOTICE OF EMPLOYMENT**

A written notice concerning the employee's re-employment for the following year shall be sent to each permanent employee a minimum of twenty (20) working days prior to his/her calendar end date. This notice is not to be used to change work location or position.

**B. NEW EMPLOYEES**

New employees and those newly appointed to a position will be given a department orientation within six (6) weeks of reporting to work. Orientation will include: review of the employee's job description and duties, organizational chart of department/division/district employee's organizational unit number, evaluation form and procedures, work schedule, lunch and break schedules. New employees shall be given a Notice of Employment Status, Salary and Benefits, within fifteen (15) working days after Board approval of their employment. The Agreement in effect shall be accessible through the SBBC Internet. The Board shall provide the FOPE with a written list containing the name and work location of new employees not later than ten (10) working days after Board approval of their employment.

**C. TEMPORARY HIRES**

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

Temporary employees shall not be covered by any of the provisions of this Agreement. Temporary employees who are placed in full-time positions shall be entitled to utilize time accrued as a temporary employee up to sixty (60) days toward their probationary period, provided such temporary employment immediately precedes placement in a full-time position.

**D. RE-EMPLOYMENT OF VETERANS**

Veterans of military service shall be re-employed in accordance with provisions of applicable law.

**E. TRANACTING UNION BUSINESS**

Duly authorized representatives of the FOPE and its respective affiliates may, with the approval of the administrator, be permitted to transact official FOPE business on Board property at all reasonable times provided that this shall not interfere with or disrupt normal office operations.

**F. STUDENT DISCIPLINE**

Discipline of students shall be the responsibility of the Administration.

**G. STUDENT CONTACT**

Clerical employees' duties shall not include physical contact with students except in emergency situations as defined by the principal or designee, the designation of an emergency shall be made in a reasonable manner. Rubber gloves shall be available on the premises at all times for use in an emergency.

**H. HEALTH AND SAFETY**

There shall be compliance with laws relating to health and safety of personnel. Whenever an unsafe or hazardous condition exists, the employee aware of the condition shall report it to the immediate supervisor who shall make every effort to take immediate steps to correct the unsafe or hazardous condition. If the immediate Supervisor cannot correct the problem within ten (10) work days of the date made aware of said problem, the affected Chief Officer shall be notified for the purpose of investigation and resolution of the matter. This deadline may be extended by mutual agreement between the parties. Employees are expected to use appropriate judgment in evaluating immediately hazardous or dangerous conditions, and notifying the appropriate administrator when they believe an area should not be occupied by students or employees.

**I. PERSONAL VEHICLE USE**

Any employee required to utilize their personal vehicle to perform assigned District duties, shall be provided expense reimbursement at rates established in accordance with the Board Policy and Rules and Regulations. All such trips must be pre-authorized by the immediate supervisor.

**J. BOMB THREATS**

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

**ARTICLE 5**  
**PROCEDURES FOR FILLING VACANCIES**

The Board shall provide the FOPE with a copy of all current bargaining unit job titles and descriptions and thereafter, all new and revised job titles and descriptions consistent with those currently covered by this Agreement, shall be provided to the FOPE prior to Board approval.

- A. A vacancy shall exist when there is an unfilled, permanent, budgeted position.
- B. When a vacancy is to be filled, the Board shall first comply with the provisions of Article 11 (Recall) and then Article 6 (Transfers). If the position is to be made permanent, it is to be advertised.
- C. Notice of any remaining vacancy shall be posted on the bulletin board in a designated work area of all employees. A copy of said notice shall be given to the FOPE at the time it is posted.
- D. No applicants shall be recruited to fill a vacancy from among persons who are not permanent members of the bargaining unit until five (5) working days after providing the FOPE with a copy of the Notice of Vacancy.
- E. The Notice of Vacancy shall include the title of the position, calendar, work location, salary range, classification, qualifications of the position, test score requirements, effective date of the position, and deadline for, filing an application and/or resume for the vacancy, and the name of the person to whom the application is to be sent. No employee shall be denied the right to apply for a vacancy as conveyed through the provisions of this article when preferences are listed in the job vacancy posting.
- F. No vacancy shall be filled prior to the closing date, as posted on the Notice of Vacancy.
- G. The Notice of Vacancy shall remain posted for not less than seven (7) working days before the deadline for applying for the position.
- H. Prior to applying for a vacancy, the applicant must be qualified for the position through the District Testing Program. When the qualifications and past performance are substantially equal, preference shall be given to permanent employees and among such employees, those with the greatest bargaining unit seniority.

- I. All vacancies must be filled according to the provisions of this Agreement. These will include:
  - 1. Recall List
  - 2. Notice of Transfer List
  - 3. Regular Posting Procedures
  
- J. In all situations where a vacancy is to be filled, the administrator and/or designee will interview qualified candidates for the positions, and the final selection will be made by the administrator and/or designee in accordance with the provisions of this Article. Any position for which a panel interview is necessary to assist the administrator in making this decision, shall require notice of the intended use of such panel to be included on the advertisement of vacancy. The parties mutually agree that the recruitment and selection process shall be reviewed through the established Labor Management Committee.
  
- K. If an administrator wants to promote a permanent clerical unit employee of the staff to a position in the same school-based work location or department, providing the promotee has passed the required test(s) and meets all other qualifications for the position, there will be no need to advertise that position.

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

- L. The Talent Acquisition & Operations (Non-Instructional) Department will make every effort to act within fifteen (15) working days upon all Personnel Action Forms, which involve a promotion/upgrade and/or salary increase.

- M. The Talent Acquisition & Operations (Non-Instructional) Department will make every effort to act upon all Personnel Action Forms before the close of the fiscal year, June 30.
- N. Should it be required that an employee be interviewed for a job vacancy during working hours, the employee shall be given time off with pay for said interview. Employees should strive to schedule interviews for their lunch period or after work hours. Test results shall contain actual test scores achieved.
- O. Bargaining unit employees shall be given first consideration for scheduling test dates and locations.
- P. Summer School Vacancies: Clerical summer school positions shall be filled according to the following procedure:

Permanent bargaining unit employees working at schools or centers which are designated by the Board as summer schools, shall have the first opportunity to fill the summer school vacancies within their classification at their work location. If there are more applicants for these positions than positions available, employment shall be offered based on the highest work location seniority within the classification of each applicant.
- Q. An applicant with an overall annual evaluation rating of “unsatisfactory” shall be ineligible for a promotion to an existing vacancy.
- R. When an employee is promoted, transferred or is appointed to a new position, the principal/administrator must strive to release the employee to the new position no later than three (3) weeks after receiving written notification of the employee’s acceptance of the new position.

## **ARTICLE 6 TRANSFERS**

### **A. VOLUNTARY TRANSFERS**

1. Employees who desire a voluntary transfer within their same job classification shall file a Transfer Request Form with the Talent Acquisition & Operations (Non-Instructional) Department as set forth in Appendix C. The transfer request submission period shall be from April 1<sup>st</sup> through May 15<sup>th</sup> of each school year and shall be applicable to vacancies in effect from July 1<sup>st</sup> through June 30<sup>th</sup> of the subsequent school year. The voluntary transfer request submission deadline does not apply to hardship transfers (see Section B below).
2. Employees requesting a transfer pursuant to this section, may list up to five (5) transfer locations in descending order of preference. Administrators shall have access to the voluntary transfer list.
3. Prior to a declared vacancy being posted, administrators shall interview all persons within the same job classification who have requested a voluntary transfer to their location. Employees who are interviewed shall be notified in writing by the interviewing administrator regarding the outcome of the interview(s). Such notification shall be made within ten (10) working days of the interview.
4. No assignment of new employees to a specific bargaining unit position in the District shall be made until all pending requests for reassignment or transfer to that position have been acted upon.
5. FOPE employees who voluntarily transfer to bargaining unit position vacancies shall earn the salary assigned the position and suffer no loss of seniority.
6. An applicant with an evaluation rating of “unsatisfactory” in attendance or in overall performance shall be ineligible for a transfer to an existing vacant position.

### **B. HARDSHIP TRANSFERS**

For purposes of this section, a “hardship” shall apply to an employee who has completed one year of continuous service with the District. “Hardship” shall be defined as:

1. Employee traveling 20 miles or more one-way from their residence to the work location. The employee shall provide confirmation of eligibility, along with the application, using any nationally recognized navigation/route finder such as, but not limited to, American Automobile Association (AAA); Mapquest.com or other such nationally recognized Internet-based program.
2. Has a serious medical and/or personal problem which can be substantiated by a Board selected physician or acceptable written explanations as determined by Superintendent and/or designee.
3. Employees may request only one (1) hardship transfer within a fiscal year. The Request for Transfer Form, as set forth in Appendix C, may be submitted at anytime during the fiscal year.
4. An employee who meets the “hardship” definition will be guaranteed an interview for a Board-determined vacancy at any of the work locations that the employee has selected.
5. Hardship transfer applications shall expire at the conclusion of the fiscal year in which the application was submitted.
6. An applicant with an evaluation rating of “unsatisfactory” in attendance or in overall performance shall be ineligible for a transfer to an existing vacant position.

**C. INVOLUNTARY TRANSFERS**

1. An involuntary transfer may be made when, in the judgment of the Superintendent, such a transfer is necessary for the good of the Board.
2. No employee shall be transferred during the terms of this Agreement on the basis of the employee's salary.
3. No employee shall be transferred to a job position for which they do not possess the necessary qualifications.
4. In the event of a change in the employee’s department, the affected employee shall be notified by the District as soon as possible and FOPE via the quarterly report after the decision has been made for this type of involuntary transfer. Upon the request of the affected employee, the District will disclose to the employee how this transfer will effect their seniority.



5. If an administrator is assigned or transfers to a new work site, the administrator may choose to take (1) one bargaining unit member of the staff to the new location.
  - a. Any bargaining unit employee who is hereby displaced through the provisions of this section shall be offered three (3) positions in the same job classification/pay grade.
  - b. If no position is available in the same classification/pay grade and the employee accepts a position in a lower classification/pay grade, the employee shall not suffer a reduction in pay for a period of twelve (12) months.
  - c. If an employee accepts a position offered by the Talent Acquisition & Operations (Non-Instructional) Department in a lower classification/pay grade, the employee shall still be considered a displaced bargaining unit member and shall maintain eligibility for two (2) additional positions offered by the Talent Acquisition & Operations (Non-Instructional) Department in the employee's former classification/pay grade.
  - d. A displaced bargaining unit member shall be placed prior to employees on layoff, recall, transfers, or regular posting procedures.

**D. INVOLUNTARY REALIGNMENT TRANSFER**

1. The parties agree that directing and managing the workforce is a management right. Further, it is understood that, from time to time, the District may realign and move clerical jobs from one (1) work location to another.
2. In the event of such an action, the District will consider the consequences of such a move, and the impact on the individual employees affected. If the move constitutes a personal hardship for the employee, every attempt will be made by the District to accommodate that hardship.
3. The affected employee(s) and the FOPE shall be notified by the District as soon as possible after the decision has been made for this type of involuntary transfer. Upon the request of the affected employee, the District will disclose to the employee how this transfer will effect their seniority.

4. Such notification shall include any change in hours of work and workdays, location, any change in department name or organizational unit, any additional required travel to and from work and any additional physical labor required and any other affected work conditions. Both parties will collaborate to discuss the implementation process.
5. This type shall take precedence over any other type of involuntary transfer.

**ARTICLE 7**  
**CERTIFIED ACHIEVEMENT PROGRAM**  
**(CAP)**

The parties agree to enhance the Certified Achievement Program (CAP) to provide bargaining members with an incentive to facilitate the continuous participation in professional learning opportunities that will assist the individual in becoming more successful in his or her job, develop his or her skills to qualify for promotional opportunities and to increase the individual's contribution to the effectiveness of the department, school and organization.

To qualify for this CAP incentive, employees must complete fifty-four (54) hours of approved study, as defined in the CAP Guidelines within the participants three (3) year validity period.

Bargaining unit members may attend eligible District sponsored activities that follow the professional learning guidelines established by the District and managed under District's current Professional Learning Management System. This includes but not limited to the following; professional learning courses that are offered through technical and community colleges, universities and other approved educational programs, conferences, seminars or other professional learning opportunities as addressed in the CAP guidelines. A grade of "C" or better is required for all eligible college/graduate school courses and/or other eligible institutions of higher learning.

**CAP Incentive Levels**

After successfully meeting the criteria as defined in the CAP Guidelines, the bargaining unit member shall be approved and placed on the corresponding CAP Incentive level of compensation for up to three (3) years.

- |    |                      |  |
|----|----------------------|--|
| 1. | First Incentive      | \$300 payable for each year of the three (3) years of the current CAP incentive award. |
| 2. | Second Incentive     | \$600 payable for each year of the three (3) years of the current CAP incentive award. |
| 3. | Third Incentive      | \$900 payable for each year of the three (3) years of the current CAP incentive award. |
| 4. | Subsequent Incentive | \$900 payable for each year of the three (3) years of the current CAP incentive award. |

Incentive awards for CAP become effective on the first of July, following approval of the completed courses as defined in the CAP Guidelines. CAP applicants will have the opportunity to advance to the next corresponding

incentive level provided they continue successfully meeting the criteria as defined in the CAP Guidelines.

### **Application requirements**

Application for approval of the CAP must be received by the District by May 15<sup>th</sup> of the initial application/scheduled renewal year. Applications that are received after 5:00 p.m. EST on May 15<sup>th</sup> will not be accepted.

For new CAP applicants, only those courses and documented professional learning activities completed within May 16<sup>th</sup> of the last five (5) years from the participant's first CAP application submission date will be considered for CAP approval. Courses and professional learning activities completed outside of this window will not be eligible for consideration.

To maintain the CAP incentive, employees must earn fifty-four (54) hours of study, as defined in the CAP Guidelines, except as follows:

- Employees on Disability, Workers' Compensation, or a Board-approved leave, will maintain the validation at the same incentive level which existed immediately prior to taking said leave.
- Employees who are retiring during a validation period, shall be eligible for the earned CAP incentive payment during the school year in which they retire.
- Employees who terminate or resign from the District are ineligible to receive CAP payments.

Employees who are reclassified, reassigned, transferred or promoted to another position within the bargaining unit will maintain their CAP incentive award during its current validity period.

Employees who are promoted to another position outside of the bargaining unit shall be eligible for the earned CAP payment during the school year in which the promotion took place.

### **Committee**

The CAP Committee will maintain the guidelines and procedures of CAP. The FOPE shall appoint two (2) members, the Superintendent shall select two (2) people, and the Confidential Office Personnel Association shall select two (2) people. The Committee shall meet periodically as needed to address course contents, problems and procedures. All decisions made by the committee will be final.

The effective date of the Certified Achievement Program (CAP) is July 1, 1992. Approved revisions to Article 7 will begin in the 2017-2018 School Year.

**ARTICLE 8**  
**MOVEMENT INTO AND OUT OF THE BARGAINING UNIT**

**A. UNIT EMPLOYEES**

If a unit employee moves to a secretarial/clerical position with the Board that, but for its confidential nature would have been included in the unit, then upon the employee's return to the unit the employee shall be considered to have had continuous service with the Board as a unit member for seniority purposes from the original date of hire as a unit member if service with the Board in a secretarial/clerical position was continuous as defined in the Definitions Section of this Agreement.

**B. NON-UNIT SECRETARIAL/CLERICAL EMPLOYEES**

If a non-unit employee in a secretarial/clerical position with the Board, that but for its confidential nature would be included in the unit, moves to a unit position, then the employee shall be considered to have had continuous service with the Board as a unit member for seniority purposes from the original date of hire in the district in accordance with the Definitions Section of this Agreement.

**C. NON-UNIT EMPLOYEES**

School Board employees who have successfully completed an initial probationary period in another bargaining unit and, thereafter, accept a position within this unit, shall serve a probationary period as follows:

1. Employees with no provable, recent clerical experience, as defined below and as determined by the Board, shall serve a probationary period of 131 days.
2. Employees with provable, recent clerical experience, which must be at least one (1) year within three (3) years of the beginning date of employment in the unit position, shall serve a probationary period of ninety (90) days.
3. Documentation required for a reduced probationary period is outlined below:
  - a. Verification of outside job experience shall be a written, notarized letter from the chief executive officer or designee on the company's letterhead. The letter shall contain the following information:

1. job title held by the affected employee,
  2. a brief description of said job duties,
  3. general overview of the number of hours worked per week performing clerical duties, and
  4. beginning and ending dates of employment.
- b. Verification of job experience within the Board shall be a written letter from the previous supervisor/principal on letterhead. The letter shall contain the following information:
1. a description of the clerical duties performed,
  2. general overview of the number of hours per week performing clerical duties, and
  3. beginning and ending date of clerical duties performed.

Experience credit as outlined above shall be used for probationary period determination only.

4. Verification of previous work experience for the determination of the probationary period must be received by the Department of Non-Instructional Staffing no later than thirty (30) working days from the beginning date of employment in the unit.
5. The employee will continue to receive all applicable benefits (i.e. insurance, sick leave, vacation, etc.) that are available to his/her new job classification as described in Board policy and/or applicable Collective Bargaining Agreements.
6. During the probationary period, if the employee is deemed to be unsatisfactory, the employee will be returned to the previous position held, if it is still available. If the previous position is not available, the employee will be placed on the recall list for the previous position held and subject to recall consistent with the recall/layoff provision of the Collective Bargaining Agreement for the previous position.

**ARTICLE 9**  
**PERFORMANCE EVALUATION**

- A. A performance evaluation shall be conducted to appraise the effectiveness of performance of employees and for the purpose of improving the quality of service by the employee in the unit. The evaluation shall appraise the employee's performance during the period of time covered for the evaluation. The evaluation may be used to provide timely and accurate information in making personnel decisions related to the employee's performance. All permanent employees shall be evaluated at least once each fiscal year on or before May 1.

Under unusual circumstances, as determined by the immediate supervisor, the evaluation may be conducted between May 1 and the last workday of the employee's assigned calendar. When this occurs, the employee will be notified in writing prior to the May 1<sup>st</sup> deadline. This notice will be signed by both the employee and the supervisor. The annual evaluation shall reflect an employee's overall performance for the period of time covered by the evaluation.

- B. When circumstances arise which make it impossible to conduct a timely evaluation, said evaluation may be waived by the written approval of the Chief and Principal, or Chief and Director, or appropriate level supervisor.
- C. New employees shall be informed of the evaluation procedure within one (1) week after commencing employment.
- D. Evaluations will be conducted by the affected employee's immediate supervisor or supervisors who have firsthand knowledge of the employee's performance.
- E. Supervisory personnel will note on the evaluation form the employee's strengths and deficiencies and suggest ways to correct the deficiencies.
- F. Employees of this unit will be informed of their evaluation through a conference with the employee's immediate supervisor. The employee will be given a copy of the evaluation to sign and a copy to keep. This signature will acknowledge that the employee has seen the evaluation and does not necessarily acknowledge Agreement with the evaluation. The employee shall have ten (10) working days to attach a reply/rebuttal to the evaluation.

- G. There shall be no evaluation statement placed in an employee's personnel file unless the employee has first been given a copy and provided an opportunity to submit a reply/rebuttal statement. A copy of the rebuttal statement shall be attached to the evaluation in Employment Services. The reply/rebuttal statement shall remain as part of such material as long as the statement, or evaluation remains in the employee's official personnel file.
- H. In the event a grievance is filed, the evaluation shall be held with Employment Services in an abeyance folder until the grievance is fully resolved.
- I. Any probationary period may be extended once by the administrator/supervisor, provided that the total period of extension may not exceed the original period and the employee has agreed in writing to the extension not to exceed sixty-five (65) days.



**ARTICLE 10**  
**REEMPLOYMENT RIGHTS**

**A. RESIGNATION IN GOOD STANDING**

Employees who resign in good standing, if reemployed within two (2) years from the effective date of resignation, shall retain credit for their prior years of experience as a unit member with the Board and shall retain their unused accumulated sick leave earned prior to resignation. Additionally, any passing grade achieved on classification tests prior to the resignation shall remain valid for a period of three (3) years from resignation. Salary shall be in accordance with the salary schedule for the position to which the person is being employed.

The returning employee shall serve a forty-five (45) day probationary period and will be placed on the minimum of the salary schedule, and will not be able to use sick leave until the completion of the forty-five (45) day probationary period. After satisfactorily completing the forty-five (45) day probationary period, the employee will be paid at their prior rate of pay in the employee's former classification and paid retroactively to the beginning date of reemployment.

The supervisor may recommend a waiver of the forty-five (45) day probation or a reduction in the forty-five (45) day probationary time period. Such written recommendation shall be sent to the Director of Talent Acquisition & Operations (Noninstructional) who has the authority to approve or disapprove the recommendation. Upon completion of the forty-five (45) day probationary period, employees may use earned sick leave.

**B. LAY-OFFS WITHOUT PREJUDICE**

Employees who are laid off without prejudice, if reemployed within two (2) years from the date of layoff, shall retain credit for their prior years of experience as a unit member with the Board and shall retain their unused accumulated sick leave earned prior to layoff. Additionally, any passing grade achieved on classification tests prior to the layoff shall remain valid. Salary shall be in accordance with the salary schedule for the position to which the person is being employed.

If the employee returns to the same classification, the employee shall not serve a probationary period. If the employee returns to a position in a higher classification than held previous to layoff, the employee shall serve a thirty (30) day probationary period and placement on the salary

schedule shall be as prescribed in Article 12 of this Agreement. Employees returning to the same classification shall be paid at the same rate of pay as the employee was paid prior to layoff.

**ARTICLE 11**  
**LAYOFF AND RECALL**

In the event the Board determines that the numbers of bargaining unit personnel must be reduced for any reason, such reduction shall be based on objective, reasonable and non-discriminatory standards which:

1. Shall not be arbitrary or capricious;
2. Shall not deprive unit employees of other rights conferred by this Agreement, by the laws of Florida, or by the laws of the United States;
3. Shall be capable of uniform application; and
4. Shall be based on seniority as fully described in Definitions (Section O – “for the purpose of layoff and recall only”).

To implement this Article, the Board shall, through the appropriate department, keep and maintain a current seniority list of laid off employees in each area of classification with the District and a copy of same shall be given to the FOPE. In the event, the Board determines that personnel must be reduced for any reason, the following procedures shall be controlling:

**A. LAYOFF**

1. Prior to implementing a District-wide reduction in personnel, the Superintendent or designee shall meet with representatives of the FOPE to discuss the proposed Board action and solicit their suggestions.
2. The Board shall then determine the net number of positions to be reduced and the classification in which layoff shall occur.
3. For the purposes of this layoff procedure, "work location" shall be defined as either a school, or a center, or, in the case of county employees, the department.
4. Employees shall be laid off by job classification at the work location in reverse order of total county seniority with the least senior person being laid off first.

5. When employees of the same job classification at the same work location have the same total county seniority, lay off shall be in reverse order of total work location seniority.
6. When employees of the same job classification at the same work location have the same total county seniority and the same total work location seniority, lay off shall be based on the employment date as reflected on the Personnel Action Form (PAF) with the person having the most recent employment date being laid off first.
7. For the purposes of this Article, as soon as any bargaining unit member receives notification that he/she is not being reappointed to his/her current position in the subsequent fiscal year, a lay-off/recall list for the subsequent fiscal year shall be established for the specified job classification. No vacancy for any position in a fiscal year for which a lay-off/recall list exists shall be posted until said lay-off/recall list has been exhausted. Nothing in this section shall prohibit the effected employee from applying for any vacancy posted in the current fiscal year for which the employee is qualified.
8. The order of layoff shall be as follows:
  - a. First - Temporary employees shall be terminated.
  - b. Second - Probationary employees shall be terminated.
  - c. Third - Permanent part-time employees shall be laid off.
  - d. Fourth - Permanent full-time employees shall be laid off.
9. If layoffs occur, written notice of layoff will be given to the employee and to the FOPE twenty (20) working days before the action is to become effective. Should an employee be laid off without notice, then the employee shall receive full pay and benefits for the required period of notice.
10. Any employee who would have qualified for retirement during the school year in which the layoff takes place may, with the approval of the Superintendent, be permitted to work through the date in order to qualify for retirement.
11. Any employee who is laid off/terminated due to the elimination of his/her job shall be placed on the recall list and the recall procedure as outlined below will apply. Written notice of such a

layoff will be given to the employee and to the FOPE twenty (20) working days before the action is to become effective. Thereafter, the FOPE may request and shall be entitled to receive written documentation from the Board showing the basis for the job elimination. In the event the employee believes that the layoff was arbitrary or capricious, the employee may file a grievance to protest the layoff.

## **B. RECALL**

1. When it becomes necessary to implement recall procedures, seniority shall apply districtwide and may be calculated as defined in Definitions, Section O, within the area of qualified job classifications. As vacancies occur in a particular job classification, and recall procedures are in effect, the five (5) most senior qualified employees on the seniority recall list maintained by the Talent Acquisition & Operations (Non-Instructional) Department, shall be recalled by seniority for a particular vacancy.
2. Laid-off employees shall be notified of vacancy by telephone, e-mail, or certified mail, return receipt requested, to the last address listed in the District's Employee Self-Service (ESS) system. On the same date as the notice is mailed to the employee, a copy of the Notice of Recall shall be sent by certified mail to the FOPE. The absence of such qualified personnel shall be certified by the Talent Acquisition & Operations (Non-Instructional) Department. If an employee fails to respond within two (2) working days of the date the Notice of Recall is received, the employee shall be deemed to have refused the position offered.
3. Within four (4) working days of the affirmative response of the employee receiving the job offer, the employee may meet with the appropriate administrator/designee for an interview and/or respond to the Talent Acquisition & Operations (Non-Instructional) Department either accepting or refusing the job offer/un-posted vacancy, and thereafter shall confirm their acceptance/refusal to the Talent Acquisition & Operations (Non-Instructional) Department in writing or by phone followed up by signed written documentation. An employee shall retain the position on the seniority list for one (1) year unless the person resigns, refuses three (3) job positions offered, or accepts a vacant position that is offered.

4. The job acceptance letters/documentation shall include the start date, job title, assigned calendar, and work location, for the accepted position.
5. Permanent full-time employees shall be recalled before any part-time employees are recalled.
6. No new appointments may be made while there are laid-off employees available who are qualified and willing to fill the vacancies.
7. An employee may be recalled to a job classification lower than that, which was held immediately prior to the layoff. If the employee accepts the lower position, the employee shall remain eligible for recall to the former classification in accordance with the provisions of this Agreement.
8. When a laid-off employee's name is removed from the seniority list after one (1) year in accordance with Section B.3. above, their employment with the School Board shall be considered terminated.
9. The Board reserves the right to immediately fill a vacancy on a temporary basis not to exceed twenty (20) working days until the vacancy is filled, in accordance with the provisions of this Article and Article 6, Section 2.

**ARTICLE 12**  
**SALARY AND RELATED BENEFITS**

**A. SALARY**

For the ~~2018-2019~~ 2019-2020 school year, there will be a two percent (2%) increase to the cost of the current salary schedule as of ~~January~~ July 1, 2019. Employee who are employed as of the date of Board approval of this Agreement will receive the increase retroactive to ~~January~~ July 1, 2019.

**Referendum Funds:** For the 2019-2020 school year, eligible employees of the Federation of Public Employees – Clerical bargaining unit whose effective start date is on or before June 30, 2019, will receive a Referendum Supplement equal to 2% of base salary.

Said Referendum Supplements shall be paid in equal installments per pay period of the Employee. Employees who separate from employment before the end of the next fiscal year shall receive a pro rata portion of the Referendum Supplements commensurate with the portion of the year actually worked by the Employee.

The parties intend that these Referendum Supplements will be pensionable. Referendum Funds shall continue to be appropriated to eligible employees in the Federation of Public Employees - Clerical bargaining unit, accounting for increases or decreases for the Certified School Taxable Value, and their distribution shall be negotiated annually by the parties until the referendum sunsets or is extended via Board approval and community vote.

**Equity Supplement:** In an effort to maintain salary parity, the District will give an Equity Supplement to the remaining employees who are covered by this Agreement and who are not eligible to receive pay from the Referendum proceeds. This Equity Supplement will be an aggregate amount equal to two (2%) percent of base salary of those employees, inclusive of fringe expenses, starting on July 1, 2019. The Equity Supplement for each employee shall be calculated based on the employee's base pay (excluding supplements, additional position payments and any other extra payments for work which is not part of the employee's regular work calendar, such as for summer school, in-service, attendance, etc.).

Said Equity Supplement shall be paid in equal installments per pay period of the Employee. Employees who separate from employment before the end of the fiscal year shall receive a pro rata portion of the Equity Supplement commensurate with the portion of the year actually worked by the Employee.

If the Referendum authority expires or is not renewed by the voters, the Equity Supplement will end.

**B. CAREER INCENTIVE**

1. Employees shall be eligible for a career incentive payment on the employee's anniversary date. Effective July 1, 2006, eligible employees shall be identified on a quarterly basis for the fiscal year. One (1) lump-sum payment, less applicable taxes and/or deductions, shall be made no more than thirty (30) days from the quarterly report to each eligible employee identified within a respective quarter. Employees shall be compensated according to the schedule listed below:
  - a. 14-19 years of service = \$600.00
  - b. 20-24 years of service = \$1,100.00
  - c. 25 or more years of service = \$1,600.00
  
2. Employees fulfilling career incentive requirements with the Board in accordance with this Article, through December 31, 1990, shall be paid accordingly. Beginning January 1, 2009, clerical unit employees transferring from other bargaining units who have previously accrued time toward career incentive in another bargaining unit shall be given credit for all the years of service served in the previous bargaining unit toward career incentive requirements in the clerical unit. Clerical unit employees who have been employed by the District and have not accrued time toward career incentive in another bargaining unit shall be given credit for one half (1/2) of all the years of service served in the previous bargaining unit toward career incentive requirements in the clerical unit. Clerical unit employees who have transferred into the unit prior to December 31, 2008 shall retain the anniversary date calculated at the time of transfer.

**C. DEFINITION OF FULL YEAR EMPLOYMENT**

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

**D. DAILY RATE OF PAY**

An employee working more than the employee's calendar year shall be paid at the employee's daily rate for those days worked beyond the contract year.

**E. SHIFT DIFFERENTIAL**

Full-time employees who are regularly scheduled to report on or after 1:00 p.m. shall be paid a twenty-five (\$.25) cents per hour night differential. Full-time employees who are regularly scheduled to report to work on or after 11 p.m. shall be paid a fifty (\$.50) cents per hour night differential. A full-time employee who is paid a shift differential for job 1 shall receive the shift differential if he/she



works the same job as an additional position which extends his/her regular calendar.

**F. SUPPLEMENTS**

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

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

1. Substitute Calling  
(Based on number of teachers for whom secretarial/clerical employee calls substitutes)

Number	Supplement
1-35	\$625
36-74	\$937
75 or more	\$1,249

2. Textbook Chairperson  
(Based on student population of October FTE count)

Number	Partial Duty	Full Duty
1-700	\$527	\$717
701-1400	\$870	\$1076
1401 or more	\$1160	\$1434

3. Non-Specific Supplement                   \$312 – \$625  
(Discretion of Administration)

4. Free/Reduced Meals Supplement

Number of Free/Reduced Meals	Supplement
1-200	\$227
201-400	\$455
401 or more	\$682

5. Inservice Facilitator

Number	Partial Duty	Full Duty
0-50 units	\$290-580	\$521
51 & up	\$290-580	\$521 plus \$7.17 per unit up to a maximum of \$1043

6. Bus Duty

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

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

**G. PROMOTION/UPGRADE PROCEDURE**

1. **Promotion Defined:** The movement of an employee from one (1) job classification to another job classification, which has a pay grade higher than the employee's former job classification.
2. **Upgrade Defined:** The movement of a classification of employees to a higher pay grade.
3. **Demotion Defined:** The movement of an employee from one (1) job classification to another job classification, which has a pay grade lower than the employee's former job classification.
4. **Lateral Movement Defined:** The movement of an employee from one (1) job classification to another job classification that is assigned to the same pay grade.
5. **Promotion/Upgrade Procedure:**
  - a. When an employee is promoted to a different position of a higher pay grade from within the Clerical salary schedule, or from a different

salary schedule, the employee shall receive a promotional increase percentage between five percent (5%) and ten percent (10%).

Determination of the salary will be made by the Compensation & HRIS Department based on their review of the salaries. The resulting salary shall be no less than the minimum and no more than the maximum of the new pay grade.

- b. When an employee is permanently placed in a classification that results in a lateral movement, there shall be no change to the employee's salary.
- c. When an employee is demoted, the employee shall have his/her salary reduced by no more than ten percent (10%), the size of the reduction to be determined as a result of a review by the Compensation & HRIS Department of the salaries of the employees assigned to the same pay grade. The resulting salary shall be no less than the minimum and no more than the maximum of the pay grade.
- d. Anytime an employee is promoted, and then demoted back to the previously held position/grade, that employee shall be paid no less than the hourly rate held prior to the promotion.

#### **H. EXPERIENCE CREDIT**

Individuals employed in the bargaining unit shall receive credit on the salary schedule equal to two percent (2%) above the minimum of the salary range for the pay grade. Employees must have four (4) or more years of outside related experience to qualify for experience credit.

- 1. Verification of job experience shall be a written, notarized letter from the chief executive officer or designee on the company's letterhead. The letter shall contain the following information: job title held by the affected employee and a brief description of said job duties; number of hours worked per week; and beginning and ending dates of employment.
- 2. Verification of previous employment must be received by the Department of Talent Acquisition & Operations (Non-instructional) no later than four (4) months from the beginning date of employment in any school year to be effective during the school year. Individuals employed within the last four (4) months of the school year must furnish verification prior to the beginning of the last pay period of the employee's work calendar.

**I. COMPENSATION FOR INSERVICE**

An employee assigned by their administrator to attend inservice classes scheduled at any time other than an employee's regular work hours shall be compensated at \$8.00 per hour effective 2/15/00.

**J. REIMBURSEMENT FOR CLAIMS**

If employees are attacked or assaulted in the course of employment, or experience loss of personal property due to neglect of the Board (as determined by claims administrator), the Board will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing, or personal property up to three hundred dollars (\$300) per employee per school year upon verification to the principal/administrator, unless the employee is otherwise reimbursed.

If an employee's vehicle is damaged while on Board property, the employee will be reimbursed for the damage not to exceed three hundred dollars (\$300) when it is determined that the damage was caused on Board property. Such determination may be made by either a School Resource Officer, a School Security Specialist or an SIU investigator, witness testimony or apprehension of the person(s) responsible for the damage.

A maximum of \$4,500 dollars will be allocated to implement this Section.

Reimbursement to affected individuals shall be in the amount of their automobile insurance deductible, not to exceed the maximum reimbursement of three hundred dollars (\$300) dollars. Any individual submitting a fraudulent claim under this provision shall be subject to corrective action up to and including termination.

**K. TAX COMPUTATION**

The Board agrees to use the I.R.S. approved aggregate method of computing taxes on negotiated salary increases and one (1) time payments provided the I.R.S. allows this methodology at the time raises are paid.

**L. PERFECT ATTENDANCE AWARD**

To reward the Secretarial/Clerical unit employees who exercise particular care in the maintenance of their personal health and job attendance during the school year, the Board and the FOPE provide a perfect attendance award. Any Secretarial/Clerical unit employee who works the full school year without any absenteeism (excluding jury duty leave) shall be eligible for the award. Any Secretarial/Clerical unit employee who had perfect attendance during the school year shall receive a check in the amount of two hundred dollars (\$200.00).

The perfect attendance award is an annual benefit for Secretarial/Clerical unit employees who had perfect attendance during the school year. Checks shall be distributed by the last day of July, minus applicable taxes.

#### **M. ERRORS IN PAYCHECK**

In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Employees shall contact the Location Payroll Contact Person for an explanation of the error. If the Location Payroll Contact Person cannot provide an explanation, the employee may contact the Payroll Department.

1. **Overpayment of \$100 or Less:** In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Upon notification, such overpayment shall be recovered from the employee's next check. Such recovery shall not be made until the employee has received one (1) additional check without such deductions being made. Employees shall contact the Location Payroll Person for an explanation of the error. If the Location Payroll Contact Person cannot provide an explanation, the employee may contact the Payroll Department.
2. **Underpayment:** In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated. Employees shall contact the location Payroll Contact Person for an explanation of the underpayment. If the Payroll Contact Person cannot provide an explanation, the employee may schedule a meeting with the Payroll Department. It is the intent of the parties that the underpayment shall be paid on the next scheduled paycheck following confirmation of the underpayment.
3. **Overpayment Greater than \$100.00 (except for former employees):**
  - a. The School Board may collect overpayments not to exceed two (2) years in duration from the date that the overpayment is discovered. For example, if an employee was overpaid for the last five (5) years, the Board can only recover the most recent two (2) years of the overpayment.
  - b. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of \$100.00 has occurred. The form will contain two (2) payback options for the employee to select. If the employee finds one (1) of

the options acceptable, he/she shall complete the form and return it to the Payroll Department.

- c. The affected employee shall request a meeting with the Payroll Department within five (5) workdays of receipt of the Notice of Salary Adjustment Form. The Payroll Department shall set-up a meeting with the affected employee for the purpose of determining how the overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.
- d. Overpayments should be recouped in the calendar year in which it was discovered.
- e. The number of payments in the pay back schedule shall not be less than the following:

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

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

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

#### 4. **Hardship**

If the financial burden of repaying the overpayment would create a hardship for the employee, the employee may complete an Overpayment Hardship Request for consideration. The employee must be able to provide evidence of one (1) of the criteria's listed below to qualify for a hardship reduction.

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

Repayment Reduction Schedule:

\$100.01 - \$500.00	8 payments
\$500.01 - \$1,000.00	16 payments
\$1,000.01 - \$1,800.00	24 payments
For amounts above \$1,800.00	\$100 per check

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

**N. WORKING OUT OF CLASSIFICATION**

When an employee is temporarily assigned, in writing, by the employee's immediate supervisor (principal/administrator) to perform the duties of a position in a higher job classification, the employee shall receive additional compensation for the time worked in the higher classification to which the employee is temporarily assigned provided that the duties of the temporary assignment are performed for a period not less than ten (10) consecutive working days. In such cases, the employee shall be paid at the higher classification pay rate for all hours worked out of the employee's current classification. Employees shall not be moved out of temporary positions for the purpose of avoiding upgrade pay.

When an employee is required to temporarily perform the duties of a lower classification, the employee's hourly rate of pay shall remain the same. This provision is to be construed consistent with Definitions, Section Q Temporary, and Article 5.

**O. SALARY PAYMENTS:** For payroll purposes, the work week shall be defined as Monday through Sunday. For the 2005-2006 school year, the net pay amounts on the first and last paychecks for the year may vary. Employees working less than a 247-day calendar shall select one (1) of the following three (3) salary payment options:

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

OR

2. **Year-round pay:** Employees selecting this option shall determine the dollar amount to be deducted from their bi-weekly paychecks to cover the

summer paychecks. Employees choosing this option shall be paid via direct deposit into the employee's bank, savings and loan institution, or credit union account. Employees shall also have the option of selecting the number of summer pays to be received during the summer months. No deductions for health insurance, union dues, or TSAs shall be made from summer payments. Newly hired employees who are hired after the close of the enrollment period for this payroll option who desire year round pay must make this selection at the time of employment.

OR

3. **Summer Savings Account:** The employee's salary shall be paid in bi-weekly direct deposit payments throughout the contractual year. Under this plan, the employee's contract will be paid in full by the conclusion of his/her calendar. The employee will have the option to open a summer savings account at the financial institution of his/her choice at any time during the fiscal year and may opt to have the deduction amount of his/her choice paid into the summer savings account.
  4. Employees shall be eligible to change options once annually prior to the beginning of each fiscal year. Employees will not be allowed to change options during the course of a fiscal year.
  5. It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed sixty (60) days from the date of Board approval.
- P. DIRECT DEPOSIT:** Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. Direct deposits shall be deposited in no more than two direct deposit accounts. This shall increase to five (5) direct deposit accounts when functionally possible. As of July 1, 2007, employees shall be required to have their salaries paid via direct deposit to the financial institution of their choice.
- Q. MILEAGE RATE:** Employees who utilize their private vehicles to travel on district business shall be compensated at the rates established in accordance with the Board policy and Rules and Regulations.



**ARTICLE 13**  
**CORRECTIVE ACTION**

**A. PROGRESSIVE DISCIPLINE**

The parties agree to the principles of progressive discipline. Corrective action, for the most part, shall be administered in a manner to improve performance to correct behavior that is in violation of this Agreement, policies, procedures and established practices. Corrective shall be administered for just cause and not in a manner that is demeaning or degrading. Corrective action may be administered in the form of a verbal reprimand, written reprimand, suspension, demotion or discharge. Corrective action may be administered at any step depending upon the severity of the violation.

**B. EMPLOYEE NOTIFICATION**

1. Meeting and Notifications

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

2. During the Meeting

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

**C. FEDERATION NOTIFICATION**

The Board shall, at the request of the employee, furnish the FOPE with a copy of any corrective action notification against an employee in this bargaining unit, as well as copies of supporting documentation.

**D. PERSONNEL FILE**

There shall be no corrective action notice placed in an employee's official personnel file, unless the employee has first been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement must be submitted within ten (10) working days of the notice. The rebuttal statement shall remain as part of such corrective action as long as the document remains in the employee's official personnel file. Each document placed into either file shall be in accordance with Florida Statutes, Section 1012.31. Progressive discipline shall include any and all corrective action held in abeyance depending upon the severity of the violation.

**E. UNION REPRESENTATION**

An employee shall be entitled to have present a representative of the FOPE when the employee is given a corrective action for an infraction of rules or deficiency in professional performance, excluding informal warnings, criticisms, or suggestions for improvement which do not form the basis of formal action. When a request for such representation is made, a reasonable opportunity shall be given to the employee to have a representative of the FOPE present. In an emergency, or in the event a FOPE representative is not readily available, the employee shall be informed of the action taken and shall be entitled to a later meeting with the appropriate administrator and a FOPE representative present. Such meeting shall be scheduled as promptly as possible. Any employee who is dismissed for disciplinary reasons shall be notified in writing of such dismissal, which shall include the specific reasons thereof.

**F. COMPLAINTS AGAINST AN EMPLOYEE**

No corrective action shall be taken against an employee on the basis of an unverified complaint before the employee has had an opportunity to discuss the matter with his/her supervisor.

**G. JUST CAUSE**

Any corrective action of an employee, including but not limited to reprimand, suspension, demotion, or discharge, shall be only for just cause.

**H. HARASSMENT**

1. Employees shall be free from unnecessary, spiteful, or negative non-constructive criticism or complaints by supervisors and/or other persons. Under no conditions shall management representatives express such complaints or criticisms concerning an employee in the presence of other employees, students, or parents.
2. Employees should not be subjected to harassment, abusive language, upbraiding or insults.

**ARTICLE 14**  
**GRIEVANCE PROCEDURES**

- A. Any claim by an employee(s), or the FOPE at the request of an employee(s), that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided. Nothing in this Article shall be construed to prevent any employee from presenting at any time, their own grievance, in person or by legal counsel, to the Board, and having such grievance adjusted without the intervention of the FOPE, if the adjustment is not inconsistent with the terms of this Agreement, and if the FOPE has been given reasonable opportunity to be present at any meeting concerning the resolution of such a grievance.
- B. In the event that an employee believes that there is a basis for a grievance, they shall first discuss promptly, the alleged grievance with the immediate supervisor within ten (10) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.
- C. If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the FOPE, within five (5) working days of the informal discussion, on the FOPE authorized grievance form (see Appendix A), signed by the grievant and a representative of the FOPE.
- D. In the event that an employee receives corrective action for conduct that also constitutes a criminal offense, upon mutual agreement of the parties, the grievance may be held in abeyance pending resolution of any criminal charges.

**STEP I**

The grievant or FOPE Representative may submit to his/her immediate supervisor a copy of the signed grievance form. If it is a group grievance involving more than one (1) work location, it may be filed by the FOPE on behalf of the affected employees directly with Employee & Labor Relations (i.e. Step II). The grievance shall list the affected buildings and/or individuals or classifications involved. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance, in writing,

within five (5) working days after such meeting, and shall furnish a copy thereof to the FOPE.

## **STEP II**

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievant and/or FOPE may submit the grievance to Employee & Labor Relations within seven (7) working days of the disposition or expiration of the time limit. Within seven (7) working days of the Step II grievance submission, Employee & Labor Relations shall meet with the grievant and FOPE representative(s) and shall indicate the disposition of the grievance, in writing, within seven (7) working days of such a meeting and shall furnish a copy thereof to the FOPE.

## **STEP III**

- A. If the grievant is not satisfied with the disposition of the grievance by Employee & Labor Relations, or if no disposition has been made within the specified time limit, the grievance may be submitted to the FOPE for arbitration before an impartial arbitrator mutually selected by the parties within twenty (20) working days of the date of the disposition at Step II, or the expiration of the time limit. Notice that arbitration will be pursued will be provided to the General Counsel's Office.

If the parties cannot agree as to the arbitrator within twenty (20) working days from the notification date that arbitration will be pursued, FOPE will request a panel of seven (7) arbitrators from the American Arbitration Association (AAA) or Federal Mediation Conciliation Service (FMCS), in accordance with their rules, which rules shall likewise govern the arbitration proceedings. FOPE shall send a copy of the request to the Office of the General Counsel. The parties shall choose an arbitrator by alternately striking names with the grievant striking first. Each party shall have the opportunity to strike one (1) panel. If a party strikes a panel, that party shall pay (if applicable) for the issuance of a new panel.

The arbitrator shall not have power to: add to; subtract from; modify; or alter the terms of this Agreement. The parties shall not be permitted to assert, in such arbitration proceedings, any grounds or rely on any evidence not previously disclosed to the other party. Both parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an

arbitrator, shall not constitute an admission that the contract has been violated.

- B. If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA or FMCS filing fees, shall be paid by the Board. However, if the arbitrator sustains the Board's position, all fees and expenses shall be paid by the grievant or the FOPE, whichever filed for arbitration. However, an individual employee may only file for arbitration if the FOPE has refused to process the grievance because an employee is a non-dues paying member of the unit. If the decision issued by the arbitrator is not the one requested by either party, the arbitrator shall determine the distribution of the arbitrator's fees between the parties. Each party shall be responsible for any other expense it chooses to incur.
- C. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible. Grievances filed during the period of July 15 to August 15 may be held in abeyance until the first week of the school year if grievant, witnesses and/or supervisor are on leave. Timeline for grievances held in abeyance will begin the first day students return. Whenever illness, or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to such time that such person(s) can be present. When such grievance meetings and conferences are held during school hours, the grievant, one FOPE representative and witnesses whose presence is required, shall be excused without loss of pay or accumulated leave for that purpose, provided witnesses may be placed on call whenever feasible.
- D. Adjustment of any grievance, as described herein, shall not be inconsistent with the provisions of this Agreement.
- E. All employees will be entitled to fair, reasonable, and equitable treatment. An employee who participates, or intends to participate in any grievance, as described herein, shall not be subjected to corrective action, reprimand, warning, or reprisal because of such participation or intention.

- F. All documents, memoranda, correspondence, and records dealing with the grievance proceedings shall be maintained in the county personnel file(s) of the grievant. Items may not be placed in an employee's official personnel file unless the item has been made known to the employee. Items challenged under the provisions of the grievance procedure may not be placed in the employee's personnel file for up to forty (40) calendar days or until the grievance procedure has been resolved. Employees shall have the right to respond to any item(s) placed in their personnel file and have the response attached to such item. The employee's signature shall indicate only that they have read the item and shall not necessarily indicate agreement with its contents.
  
- G. The FOPE shall not be required to process grievances for employees who are not dues paying members in good standing with the FOPE. However, the FOPE shall provide the Director of Employee & Labor Relations a written notice that it does not intend to represent the employee through the contractual grievance procedure or through the arbitration process.

**ARTICLE 15**  
**PERSONNEL FILES**

- A. An employee's official personnel file shall be maintained by the Board.
- B. An employee has the right to request that the Superintendent or designee make an informal inquiry regarding any material in the employee's official personnel file which an employee believes is false. The Superintendent shall conduct the inquiry and shall append to the material in question a written report of findings. The procedural aspect of this section is arbitrable; however, the substance of the Superintendent's written report is not.
- C. Items which adversely reflect on an employee's ability, competence, qualifications, morals and/or character, may not be placed in an employee's official personnel file unless the employee has been given an opportunity to read such items and has been provided a copy and all of provisions of Article 13, Section D, have been complied with. The employee shall acknowledge reading such items by signing them. Additionally, the employee shall have the right to respond, in writing, to any such items. Any such response shall be maintained in the employee's official personnel file in Human Resources Support Services.
- D. An employee, employee's legal representative, or employee's designee from the FOPE, shall have the right to examine and reproduce the contents of said employee's official personnel file in the presence of a designated employee of the Board. A copy of the employee's records shall be provided to the requesting party for the appropriate charge as set by Florida Statutes, Section 119.07. An employee shall have the right to respond, in writing, to any item in the employee's official personnel file. Any such response shall be placed and maintained in the employee's official personnel file.
- E. Test results which indicate proficiency in various skills remain valid, for employees who apply for positions requiring such skills at or below such levels of proficiency, for a period of three (3) years from the date of tests.



**ARTICLE 16**  
**FEDERATION SERVICES, RIGHTS AND RESPONSIBILITIES**

**A. REASONABLE ACCESS**

Members of the bargaining unit shall be afforded reasonable access to information during the bargaining process and in the administration of this Agreement.

**B. USE OF SCHOOL FACILITIES, BUILDINGS AND EQUIPMENT**

Upon approval of the Administration and pursuant to Board Policy, the FOPE and its representatives may have the right to use school facilities, buildings and equipment at reasonable times when such facilities, buildings and equipment are not otherwise in use. The Board may charge a reasonable fee for use of facilities, buildings and equipment.

**C. BULLETIN BOARD SPACE**

The Board will furnish the FOPE with bulletin board space at each location where unit employees work. It is intended for purposes of interpretation that the bulletin boards shall provide for employee information and internal FOPE communications. Under no circumstances shall said FOPE bulletin board space be utilized by anyone or any organization to endorse a person running for an elected office.

FOPE notices, including, but not limited to, ratification of bargaining Agreements may be posted via email under District Announcements at the discretion of the Superintendent and/or his/her designee. When a determination is made to post a notice, it shall be the responsibility of the Board to post the information. Decisions will be made by the Superintendent and/or his/her designee within forty-eight (48) hours of receipt of said materials.

**D. INFORMATION TO UNION**

The Board agrees to furnish the FOPE the following: at a charge not to exceed that authorized by Florida Statutes, Section 119.07.

1. Full Board agendas furnished Board members.
2. Minutes of Board meetings.
3. The information identified on a report shall be the following: first name, last name, home address (permanent address), city, state,

zip code, personnel/employee number, home telephone, eligibility date, position title, work location, organizational unit, bargaining unit code, birth date, pay grade, level, annual salary, calendar, and work schedule. Such information will be sent via electronic format on a quarterly basis to the FOPE.

4. Such other specific information, if available, as will assist the FOPE in developing intelligent, accurate, informed and constructive programs on behalf of the clerical personnel, together with information which may be necessary for the clerical personnel to process a grievance.

**E. ON-SITE REPRESENTATIVES**

The Board recognizes the right of the Federation to designate On-Site Representatives at each of the covered school/areas to represent the employees in accordance with the terms of the Agreement. The On-Site Representative shall be an employee of the Board, but his/her duties as an On-Site Representative shall not conflict with his/her employment or that of the other employees. The On-Site Representative shall obtain prior approval of their supervisor before leaving their work for the purpose of representing employees under the terms of this Agreement. Should it be required that an On-Site Representative be released to represent an employee in grievance and/or arbitration proceedings such release time shall be without loss of pay and (s)he will report back to his/her supervisor immediately upon completion of such duties.

**F. CONTRACT SUPREMACY**

This Agreement shall supersede any policies, rules, regulations, or practices of the Board which are contrary to, or inconsistent with, the terms of this Agreement. However, no provisions of this Agreement shall be construed to prohibit the Board from complying with all Federal, state and local laws, with all court orders affecting the Board and with the Board's valid affirmative action program.

**G. EMPLOYEE RIGHTS**

Nothing contained herein shall be construed to deny any employees' rights under Florida State Law or under Florida State Board of Education Regulations.

H. **DISSEMINATION OF INFORMATION**

Any written information coming from the Board concerning any matter covered by this Agreement which affects the unit as a whole shall be disseminated through the Employee & Labor Relations Department and shall be made available to the FOPE.

I. **UNPAID LEAVE FOR UNION OFFICER**

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

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

J. **POOL DAYS**

The FOPE On-Site Representatives shall be provided up to a combined total of twenty-five (25) days of leave without pay for the purpose of conducting FOPE business. The FOPE Representative shall notify the Employee & Labor Relations Director five (5) working days in advance of the requested leave day. The FOPE Representative shall also inform the Employee & Labor Relations Director of the purpose and nature of the leave. No more than three (3) consecutive workdays of leave may be utilized by an employee at one (1) time. This leave must be taken in full day increments.

It is understood that such leave shall not be unreasonably denied; however, the Board may deny the leave at the requested time due to the needs of the employee's school work location. If the reason for the requested leave is to conduct union business that, in the opinion of the Superintendent will not benefit the District, then said leave must have prior approval from the Superintendent and may be denied. Examples of such leave requests include, but are not limited to, grievance workshops, negotiations skills training, membership recruitment seminars, etc. This

leave shall not be used by the FOPE for the purpose of campaigning in a representational or decertification election.

If the supervisor of the employee who is requesting the leave decides to hire a substitute employee, the FOPE shall, in a timely manner, reimburse the Board for the actual cost of the substitute.

**K. DUES DEDUCTIONS**

1. Union deductions shall be made in accordance with forms provided by the FOPE and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the Board for these deductions. The exact amount of monies to be deducted shall be given to the Board thirty (30) days in advance. These monies shall be deducted each pay period, and shall be submitted in electronic format using updated computer software programs (i.e., MS Excel, etc.). These monies shall be transmitted to the FOPE office within thirty (30) days after the semi-monthly deductions. The disk will include all the members, employee/personnel numbers, first names, middle initials, last names, home address (permanent address), the amount of the dues deductions and the date of the deductions. The FOPE shall hold the Board harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken by the Board to comply or attempt to comply with the provisions of this section. Any employee may cancel dues deductions upon thirty (30) calendar days written notice to the FOPE and the Board.
2. Any employee who has not revoked his/her dues deductions authorization via a written notification, as stated above, shall have said dues deductions reinstated by the Board upon return from a leave of any sort.
3. It is the sole responsibility of the employee to notify the Board and the FOPE of any desired change in the deduction of dues when an employee accepts employment in a position that is covered by another Collective Bargaining Agreement or non-union Association.
4. Union dues will be deducted only on the employee's base pay, and, any retroactive base salary increase shall be subject to union dues.
5. When a grievance settlement results in a retroactive base salary payment, that base salary payment shall be subject to union dues

prior to payment. That deduction shall be made by the payroll department and forwarded to FOPE at the time the payment is processed.

L. **MEMBERSHIP PINS**

No employee shall be prevented from wearing lapel-size membership pins bearing the FOPE name and/or insignia.

**ARTICLE 17**  
**MANAGEMENT RIGHTS**

- A. It is understood and agreed that the Board/Administration possess the right to operate and manage all schools, departments and programs and to direct the work forces.

The rights, powers, authority, and discretion which the Board/Administration deem necessary to carry out these responsibilities shall be limited by the express terms of this Agreement and shall be exercised consistent with the Agreement and Florida statutes. In matters not covered by the provisions of this Agreement, the Board/Administration shall have the clear right to make decisions unilaterally.

- B. These management rights include, but are not limited to, the following:

1. Determine unilaterally the purpose and mission of the Broward County School System and all the departments, agencies and programs under its jurisdiction.
2. Set standards of service to be offered to the public.
3. Exercise control and discretion over its organization and employees and establish employee calendars and the content of job descriptions.
4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline.
5. Take disciplinary action for just cause.
6. Determine the amount of work needed and, in accordance with such determination, relieve employees from duty for lack of work, lack of funds, and/or such other legitimate reasons as the Board/Administration determines is essential.
7. Hire, promote, transfer or assign employees.
8. Schedule overtime work as required.
9. Contract out (subcontract) for goods or services.

10. Introduce new, improved or different methods and techniques of operation or work procedure.

The exercise of such rights shall not preclude employees from raising grievances, should decisions on the above matters have the practical consequence of violating the provisions of this Agreement.

**ARTICLE 18  
INSURANCE**

**A. COVERAGE:**

1. The District shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1-1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars (\$1,000), and subject to a minimum of seven thousand dollars (\$7,000) and a maximum of fifty thousand dollars (\$50,000).

The employees shall have the option of purchasing, at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars (\$1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy equal to that provided by the District.

2. An employee eligible for health insurance may voluntarily decline such insurance. An employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the District's medical health insurance program shall be reimbursed at a rate of (\$750.00) per year (opt-out dollars) only if such proof is provided. If employee does not provide proof of other medical insurance, then employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with provisions of said plan. The parties mutually agree to discuss the opt-out plan as it pertains to premiums for other coverage.
3. Benefits start the first of the month after 90 days as a benefit eligible employee.

**B. HEALTH & DENTAL INSURANCE**

1. The District shall pay the following premiums for individual employees' health and dental insurance for the life of this contract:



- a. For employees that elect dental insurance, the District shall provide a maximum of \$10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.
- b. The District agrees to pay 100% of the cost of the health insurance premium equivalent for employee-only coverage for the three (3) health insurance plans: Premier Plus Plan, Premier Plan, and Premier Choice Plan. Employees will continue to pay the cost of the health insurance premium for any coverage selected other than employee-only coverage.

For future plan years:

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

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

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

- c. All new employees may elect to enroll in a District offered plan of their choice subject to conditions for enrollment in such plan.
- d. Benefit levels, plan design, cost containment for the plan, premium contributions and benefit improvements will be reviewed annually by the Superintendent Insurance and

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

- e. An employee eligible for health insurance may voluntarily decline such insurance. An employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period each year. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the School District of Broward County's medical health insurance program shall be reimbursed at a rate of seven hundred fifty dollars and no cents (\$750) per year (opt-out dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, then employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.
- f. During the clearance process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

C. **DISABILITY INSURANCE:** The Board shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. The employee shall have the option of purchasing at their own expense through payroll deduction, an enhanced disability plan. For additional coverage to increase monthly benefit, employee must consult benefits brochure. In computing an employee's disability pay, the actual number of workdays shall include all paid holidays.

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

- E. **ANNUITY PROGRAMS:** The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.
- F. **VISION INSURANCE:** The Board shall provide without cost to the employee a vision insurance program in accordance with the terms and benefits in the summary plan description.
- G. **JURISDICTION:** Benefits and levels of benefits agreed to by the parties shall be contained and set forth in insurance booklets/certificates which will be made available to all eligible unit employees; provided that, in the event of inconsistencies related to benefits or benefit levels, the specific benefits provided in the Agreement shall prevail.

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

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

I. **CAFETERIA PLAN**

- 1. Employees who are full-time bargaining unit members including those on Board-approved leave, but excluding those on sick leave or disability leave shall have access to the “Cafeteria Plan” established by the Board. Part-time unit members and members on unpaid Board-approved leave are not eligible to participate in the plan. The following criteria shall apply to the granting of cafeteria insurance benefits:
  - a. The Board will provide twenty-five dollars and (\$25.00) per month not to exceed \$300.00 per employee per school year. Employees hired after the commencement of the school year shall receive twenty-five dollars (\$25.00) per month for each full month of employment.

- b. Employees on a Board-paid leave that provides less than 100% salary shall receive a percentage of the twenty-five dollars (\$25.00) per month cafeteria payment equal to the percentage of their salary while on leave.
- c. The specific benefit components of the Cafeteria Plan shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.

## **ARTICLE 19 LEAVES**

Employees shall receive annual leave, vacation leave, sick leave, personal leave, maternity leave, legal commitment leave, military leave and temporary duty leave as provided for in this Article.

### **A. SICK LEAVE**

Employees employed on a full-time permanent basis who are unable to perform their duties because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative or member of their own household, and consequently has to be absent from work, shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing to do so. The following provisions shall govern leave:

1. Each full-time permanent employee shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment at the end of that month, and which shall be credited to the employee. However, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the years of employment. When an employee uses a sick leave day, it shall be paid at the affected employee's daily rate of pay at the time the day is utilized except when an employee uses a sick leave day, those days earned at a lower rate of pay shall be deducted before sick days having a higher value. Such leave shall be taken only when necessary because of sickness as herein prescribed. If the employee terminates employment and has not accrued the four (4) days of sick leave available, the Board shall withhold the average daily amount for the sick leave days used but not earned by the employee. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue. Employees who are temporarily absent from work for any reason shall notify the administrator, immediate supervisor or designee, if possible, at least two (2) hours prior to starting time, except in an emergency.
2. An employee shall have the right to use sick leave in half-day or full-day units or, upon the approval of his/her administrator, immediate supervisor or designee, hourly increments for the purpose of medical or dental appointments.

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

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

## **B. SICK LEAVE BANK**

The parties mutually agree to establish a sick leave bank (hereinafter referred to as the bank) for employees. Participation in the bank shall be voluntary. The bank shall be made operational as soon after the ratification of this contract as possible. The bank shall be governed by the following procedures.

1. **CREATION OF THE BANK:** The bank will be established providing that two hundred fifty (250) days have been deposited, (one (1) per full-time employee), during an enrollment period extending thirty (30) calendar days from the date such enrollment period is announced to employees. Subsequently, employees may enroll in the bank beginning October 1<sup>st</sup> of each year.
2. **MEMBERSHIP REQUIREMENTS:** Full-time employees who have been employed full-time for at least one (1) full year, and who have sick leave accrual of ten (10) days at the time of enrollment may enroll in the sick leave bank by contributing one (1) day of sick leave to the bank. At the time of the contribution, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily rate of pay when contributed.

3. **SICK LEAVE BANK COMMITTEE:** A committee shall be appointed by the FOPE for the purpose of administering the sick leave bank. The Committee shall:
  - a. Maintain adequate records relative to all functions of the bank.
  - b. Meet periodically, as requested by the Superintendent, with a designated administrator of the county to review FOPE sick leave bank records.
  - c. Operate the bank in accordance with rules and procedures mutually agreed to by the parties. However, the Superintendent shall establish and the FOPE will comply with procedures for identifying and recording contributions to and withdrawals from the bank. The parties authorize the Committee to establish additional administrative procedures necessary for the operation of the Bank as long as said procedures are consistent with and do not change any of the criteria contained in this Section of this Article.
  - d. Not grant more sick leave days than are available in the bank.
  
4. **WITHDRAWAL RIGHTS AND PROCEDURES:** Participating bank members may request sick leave days from the bank within the following limitations.
  - a. A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the Board related to the accident, illness or injury.
  - b. The maximum withdrawal for any employee in a school year for an illness or injury or complications thereof shall be twenty (20) days at the discretion of the sick bank committee.
  - c. An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.
  - d. Withdrawals shall be in full day units and must be for a minimum of five (5) consecutive days.

- e. All applications for withdrawal shall be in writing and shall be verified by the Committee. The Committee may submit a request to the Superintendent concerning the implementation of this article.
- f. The salary of a secretarial/clerical employee participating in the bank will be reduced by any benefits drawn from Worker's Compensation.
- g. When days are awarded from the bank, they will be withdrawn at the receiving party's daily rate of pay.

5. **MAINTENANCE OF THE BANK:**

- a. Once the bank is established, there shall be no requirements for an employee to replace sick leave days withdrawn from the sick leave bank, except as equally required of all other participating employees. If the bank is depleted to a point where only four thousand (\$4,000) dollars remains, all members of the bank shall contribute one (1) day each time the bank is depleted to this level.
- b. A participating employee who chooses to no longer participate in the sick leave bank shall not be allowed to withdraw any sick leave already contributed to the sick leave bank.

6. **DURATION:** The sick leave bank shall remain in existence for the duration of this contract and may be renewed in succeeding contracts.

7. **INDEMNIFICATION:** The FOPE and members of the bargaining unit shall indemnify and hold the Board and all administrators harmless against any and all claims, demands, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

C. **PERSONAL REASONS LEAVE**

Permanent full-time bargaining unit members shall be granted up to six (6) days each school year for personal reasons. However, such absences for personal reasons shall be charged only to accrued sick leave, and leave for personal reasons shall be non cumulative. Unit members shall



not be required to give reasons for personal reasons leave, except that the leave is for "personal reasons."

1. Notification of intent to use personal reasons leave shall be submitted to the administrator, immediate supervisor or designee no later than twenty-four (24) hours prior to the day the employee wishes to have off, except for an emergency, as determined by the administrator or designee.
2. Personal reasons leave shall not be granted on the day preceding or following a holiday, nor during the first or last week of the employee's assigned contract. This may only be waived by mutual agreement between the affected employee and the administrator, immediate supervisor or designee. Personal reasons leave shall require twenty-four (24) hours advance notification, except in emergencies.

**D. ILLNESS IN LINE OF DUTY**

Any permanent bargaining unit employees shall be entitled to illness-in-line-of-duty leave with pay when they have to be absent from their duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at work. Such leave shall be in addition to any other leave to which the employee may be entitled, and such leave shall not be cumulative. Each employee shall be entitled to at least ten (10) days of such leave, but additional leave days may be granted by the Board. Any employee absent on such leave shall reimburse the Board for any Workers Compensation payments received for the period. Paid holidays, occurring during such leave, shall not be included in the computation of the number of days with respect to which such leave is applicable. A substantiating statement by a physician and a corroborating statement by the administrator, immediate supervisor or designee shall be required prior to approval of said leave, except that the corroborating statement of the administrator may be subject to the grievance procedure.

**E. MATERNITY/CHILD REARING LEAVE/ADOPTION**

A leave for the purpose of having a child, adopting a child or raising a child shall be granted to an employee upon request based on the following conditions:

1. The leave shall be without pay.

2. The initial leave shall not exceed one (1) school year in duration from the date it is effective. Following the birth/adoption of a child, employees with more than three (3) years of service may request additional leave time up to two (2) years. This extension request must be accompanied by a statement or medical excuse giving the reason for the request.
3. An employee may continue to be actively employed during pregnancy only so long as the employee is properly able to perform required duties and responsibilities.
4. All or any portion of a leave taken by an employee because of medical disability connected with or resulting from the pregnancy may, at the employee's option, be charged to the employee's available sick leave.

**F. LEGAL COMMITMENTS**

Employees shall be granted leave for a legal commitment and shall receive their regular salary while serving as jurors or witnesses in any case under subpoena except when appearing as a Principal party in a non-job related case. If released by 12 noon, the employee shall contact the appropriate administrator, immediate supervisor or designee for possible assignment that day.

**G. COMPUTATION OF PAY FOR LEAVE**

Paid leave for each employee shall be computed on the basis of the employee's regularly scheduled hours of work and assigned calendar.

**H. MILITARY RESERVE LEAVE**

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

**I. MILITARY DUTY LEAVE**

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

military duty, and provided further that the Board shall have up to six (6) months to reassign the employee to duty in the school system.

**J. PERSONAL LEAVE**

An employee may be granted, upon request, personal leave without pay for a period not to exceed one (1) school year for reasons not provided elsewhere in this Agreement provided the employee has completed three (3) consecutive years of service. The affected employee must state the reasons for the leave request in writing.

**K. FRINGE BENEFITS DURING LEAVE**

Any employee granted a leave of absence with or without pay as provided in this Article shall be given the opportunity, unless otherwise provided, to continue the insurance coverages in existing school programs and, with the approval of the retirement system, to continue participation in the retirement system during the leave, provided that the premium for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. Any such employee may serve as a temporary employee in the District while on leave.

**L. TEMPORARY DUTY LEAVE**

Temporary duty leave may be granted to employees by the administrator or designee for the purpose of:

1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences sponsored by professional organizations, colleges, universities or government or private agencies concerned with public school matters.
2. Visitation for the purpose of observing work related techniques or programs.

**M. VACATION LEAVE**

All bargaining unit employees, working a vacation accruing calendar, shall be eligible to receive vacation with pay subject to the following provisions:

1. Vacation request, properly signed by the employee and the appropriate administrator, immediate supervisor or designee shall be completed prior to the first day of vacation. Vacation requests shall not be unreasonably denied.

2. Vacations for eligible permanent personnel on an annual basis may be accrued according to the following pattern:
  - a. Five (5) complete years of service or less - 1 day per month.
  - b. More than five (5) complete years of service, but less than ten (10) complete years of service - 1 1/4 days per month.
  - c. Ten (10) complete years of service or more - 1 1/2 days per month.
  - d. Fifteen (15) complete years of service or more – 2 days per month.
  - e. Total accrued vacation may not exceed fifty (50) days carry-over from one (1) fiscal year to the next.
3. An individual employed prior to the fifteenth (15th) of the month shall be given credit for earned vacation time for that month. Any individual employed prior to January 1 shall receive a year of service toward vacation credit for that year. Vacation may be used as earned. At the end of each fiscal year, unused vacation shall be carried forward to the following year.
4. Permanent part-time unit members shall earn a pro rata share of paid vacation of a full-time employee.

N. **HOLIDAYS**

All FOPE unit members assigned to work calendars which do not provide for the accrual of vacation, shall be granted six (6) paid holidays selected by the Board.

As of July 1, 2016, all clerical employees on a 247 day work calendar shall have their calendar increased to a 248 daywork calendar, which shall include four (4) paid holidays. The four (4) paid holidays shall be Thanksgiving, day after Thanksgiving, Christmas and New Year's Day.

O. **EARLY TERMINATION OF LEAVE**

An employee on extended Board-approved leave may apply for an early return to Board employment prior to expiration of such leave. The approval for said request shall be at the discretion of the Superintendent.

**P. RETURN FROM LEAVE**

Upon return from a leave granted under this Article, an employee shall be assigned to the former classification. The Board shall make an effort to return said employee to the former position.

**Q. FAMILY AND MEDICAL LEAVE**

The Board shall provide family and medical leave for qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993, as amended, and detailed in Board Policy. A copy of said policy shall be provided to the employee upon request. Disputes regarding the application of this provision shall not be subject to the provisions of Article 14.

**R. AMERICANS WITH DISABILITIES ACT**

The Board shall comply with the Americans with Disability Act (ADA) of 1990, as amended. Disputes regarding the application of this provision shall not be subject to the provisions of Article 14.

**S. BEREAVEMENT LEAVE (SICK LEAVE)**

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

1. If the funeral is to be held within 250 miles of the employee's home – the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.
2. If the funeral is to be held more than 250 miles from the employee's home – the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.
3. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant and any other relative residing in the employee's household. Proof of relationship to the deceased may be required.

4. The Board may require proof of death, within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.
5. Bereavement leave shall not affect the employee's perfect attendance award nor shall it be counted in excessive absenteeism.

**T. SICK LEAVE BUY BACK**

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

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

1. An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.
2. Employees must apply for this benefit using the District approved Sick Leave Buy Back process.
3. The payment of this incentive shall be paid to eligible employees no later than October 31<sup>st</sup> of the school year following the school year in which the employee qualified for the incentive pay.
4. For purposes of this section, sick leave shall be defined pursuant to all sections of Florida Statutes, Section 1012.61.
5. Days for which such award payment is received shall be deducted from the accumulated leave balance.
6. Payment shall be equal to the number of eligible days times the affected employees daily rate of base pay times eighty percent (80%).

**ARTICLE 20**  
**RETIREMENT PAY**

Any employee at normal retirement or the employee's beneficiary if service is terminated by death, shall be provided terminal pay. Such terminal pay shall not exceed an amount determined as follows:

- A During the first (1<sup>st</sup>) three (3) years of service:
  - 1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.
  - 2. The affected employee's daily rate of pay at the time sick leave is earned multiplied by 35 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
  
- B. During the fourth (4<sup>th</sup>) through sixth (6<sup>th</sup>) years of service,
  - 1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.
  - 2. The affected employee's daily rate of pay at the time sick leave\* is earned multiplied by 40 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
  
- C. During the seventh (7<sup>th</sup>) through ninth (9<sup>th</sup>) years of service:
  - 1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.
  - 2. The affected employee's daily rate of pay at the time sick leave\* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
  
- D. During the tenth (10<sup>th</sup>) through the twelfth (12<sup>th</sup>) years of service:
  - 1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days held on July 1, 1994.

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

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

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

Employees who are granted an early retirement under the Board's program are eligible to receive the benefits outlined above if the employee meets the criteria contained in this section.

No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This agreement requires the retiring Board employee to seek, accept and cash the first retirement check issued by the Florida Retirement System.

The employee must qualify for "normal retirement" which under this policy shall mean retirement under plan A, B, C, D, E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

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



**ARTICLE 21**  
**COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- A. This Agreement represents a complete and final understanding on all bargaining issues between the Board and the, FOPE except as herein specifically excepted.
- B. Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event, such clause or clauses only shall be renegotiated by the parties without impairing the validity and the enforceability of the rest of the contract.
- C. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter 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. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior Agreements, oral and written, expressed or implied, or practices, between the Board/Administration and the, FOPE, and expresses all obligations and restrictions imposed on each of the respective parties during its term.
- D. This Article shall not be construed to preclude appropriate proceedings to construe the meaning of portions of this contract in the event of disagreement.

**ARTICLE 22**  
**TERM OF AGREEMENT**

- A. This Agreement shall be effective from July 1, 2017, through June 30, 2020, at which time it shall expire.
- B. During the second and third years of this Agreement, either party may at any time after May 1 and prior to June 30 initiate a reopening of negotiations for the purpose of establishing a new salary schedule and/or opening Article 18 (Insurance). Also, each party may select four (4) other articles to be re-negotiated each year.
- C. This Agreement shall be renewed automatically from year to year thereafter unless either party has given written notice of its desire to negotiate revisions in the terms and conditions of the contract. No sooner than 120 calendar days prior to the expiration date of this entire Agreement, either the FOPE or the Board, by written notice to the Superintendent of Schools or the FOPE, respectively, may institute negotiations for a successor Agreement.

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

FEDERATION OF PUBLIC  
EMPLOYEES

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Daniel Reynolds, Division President

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Carol Nicome-Brady, Chief Negotiator

\_\_\_\_\_  
Susan L. Cooper, Chief Negotiator

\_\_\_\_\_  
Dorothy W. Davis, Co-Chief Negotiator

**FOPE CLERICAL NEGOTIATION TEAM**

Chief Negotiator

Carol Nicome-Brady, Business Liaison  
FOPE

Team Members

Tara Brihm, HR Support Services Specialist, Talent Acquisition & Operations  
(Instructional)

Anise Kohli, Technical Service Specialist, Computer Operations

Stephanie Horton, General Clerk II, Pioneer Middle

Deidre Penha, Technical Service Specialist, Exceptional Student Education

Sharon Simmons, Technical Service Specialist, Support Services

Michelle Walker, Financial Systems Facilitator II, Business Support Center

**SBBC NEGOTIATION TEAM**

Chief Negotiators

Susan L. Cooper, Director, Employee & Labor Relations

Dorothy Davis, Co-Chief Negotiator, Employee & Labor Relations

Team Members

Debbie-Ann Scott, Tasked Assigned Director, Compensation & HRSS

Jimmy Arrojo, Principal, Western High

Ronald Forsman, Principal, Forest Glen Middle

Tonya Frost, Principal, Bayview Elementary

Wylie Howard, Principal, Whiddon-Rogers Education

Dominique Diambois, Manager, Employee & Labor Relations

Samantha Gordon, Manager, Human Resource Support Services

Edda Davila, Clerk Specialist B, Employee & Labor Relations

APPENDIX A



GRIEVANCE FORM & PUBLIC RECORDS REQUEST

FEDERATION OF PUBLIC EMPLOYEES

A division of the National Federation of Public & Private Employees
Affiliated with District 1-MEBA (AFL-CIO)
1700 N.W. 66th Avenue • Suite 100-B • Plantation, Florida 33313
Office (954) 797-7575 • Fax (954) 797-2922



Grievance # \_\_\_\_\_

Employer \_\_\_\_\_ Employer Phone \_\_\_\_\_ Date \_\_\_\_\_

Member's Name \_\_\_\_\_ Dept/Location \_\_\_\_\_ Classification \_\_\_\_\_

Member's Address \_\_\_\_\_ Member's Home Phone \_\_\_\_\_

Immediate Supervisor's Name \_\_\_\_\_

1. Employee's Statement of Grievance: Describe in detail the action giving rise to the complaint. Specify names, dates, classification, place and site of violation, etc. If additional space is required attach separate sheet of paper.

Blank lines for writing the employee's statement of grievance.

2. Specify the Article(s) of the Agreement which is/are violated. \_\_\_\_\_

3. What is the remedy and/or relief sought? \_\_\_\_\_

Blank lines for writing the remedy and/or relief sought.

Please allow this to serve as the Federation's formal request pursuant to Florida Statutes 119 and/or 447 as follows:

- Checkboxes for document types: All documents relied on in imposing discipline, Employee evaluations; discipline, All time cards for the last month(s), All memoranda/e-mails, video tapes, cd-roms, floppy disks pertaining to the above-listed grievance, Witness statements, Job descriptions for grievant, Personnel file (see attached release), Other.

4. Decision of Immediate Supervisor \_\_\_\_\_

Blank lines for writing the decision of the immediate supervisor.

Date of Decision \_\_\_\_\_ Grievance Settled: Yes [ ] No [ ] Supervisor's Signature \_\_\_\_\_

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance.

Date: \_\_\_\_\_ Employee Signature \_\_\_\_\_

Date: \_\_\_\_\_ Representative or Steward Signature \_\_\_\_\_

WHITE copy to Company • YELLOW copy to Union • PINK copy to Steward • GOLD copy (Member's Record)



The School Board of Broward County, Florida  
**NON-INSTRUCTIONAL EMPLOYEE  
 PERFORMANCE EVALUATION**



**APPENDIX B**

Name (Last)	(First)	(Initial)	Period Covered	
			From	To
			Mo. Day Yr.	Mo. Day Yr.
Classification:	Status:	Date Probation Ends:	Personnel Number:	
School/Department:		Reason for Review: <input type="radio"/> Annual Review <input type="radio"/> End of Probation <input type="radio"/> Other...		

Check Items:    **E** Excels    **S** Satisfactory    **N** Needs Improvement    **U** Unsatisfactory    **NA** Not Applicable

<b>I. QUANTITY OF WORK</b> <input type="checkbox"/> Amount of work performed	<b>Comments</b>
<b>II. QUALITY OF WORK</b> <input type="checkbox"/> Accuracy <input type="checkbox"/> The achievement of objectives; effectiveness <input type="checkbox"/> Initiative and resourcefulness <input type="checkbox"/> Neatness of work product <input type="checkbox"/> Other _____	<b>Comments</b>
<b>III. WORK HABITS</b> <input type="checkbox"/> Attendance <input type="checkbox"/> Observance of work hours <input type="checkbox"/> Completion of work on schedule <input type="checkbox"/> Compliance with rules, policies, and directives <input type="checkbox"/> Safety practice <input type="checkbox"/> Use of tools and equipment <input type="checkbox"/> Other _____	<b>Comments</b>
<b>IV. PERSONAL RELATIONS</b> <input type="checkbox"/> With fellow employees <input type="checkbox"/> With supervisors <input type="checkbox"/> With public	<b>Comments</b>
<b>V. SUPERVISORY PERFORMANCE</b> (If applicable) <input type="checkbox"/> Efficiency and effectiveness of work unit <input type="checkbox"/> Training and development <input type="checkbox"/> Personnel Management <input type="checkbox"/> Decision-making and delegating <input type="checkbox"/> Safety record	<b>Comments</b>

**RATER'S OVERALL EVALUATION**

Unsatisfactory:      Performance is inadequate and must be corrected.

Needs Improvement:      Performance does not fully meet job requirements as indicated below.

Satisfactory:      Employee is performing as required and expected in an entirely satisfactory manner.

Excels:      Performance surpasses job requirements

If an employee is eligible for permanent status, check following with    Granted    Denied   OR    Extended \_\_\_\_\_ Months  
 the employee's written permission. (Attached)

If an employee was rated "Unsatisfactory" when will another evaluation be conducted?      **DATE:** \_\_\_\_\_

**IN WHAT WAYS CAN OR MUST THE EMPLOYEE IMPROVE PERFORMANCE?**

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Evaluator (print)	Evaluator's Signature	Date	Employee (print)	Employee Signature	Date
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**APPENDIX C**

**REQUEST FOR TRANSFER (FOPE-CLERICAL)**

VOLUNTARY

HARDSHIP\*

EMPLOYEE NAME: \_\_\_\_\_

REQUEST DATE: \_\_\_\_\_

EMPLOYEE ADDRESS: \_\_\_\_\_

PERSONNEL NO. \_\_\_\_\_

CURRENT SCHOOL/DEPARTMENT: \_\_\_\_\_

PRESENT CLASSIFICATION: \_\_\_\_\_

I REQUEST A TRANSFER TO THE FOLLOWING LOCATION(S) IN DECENDING ORDER OF PREFERENCE:

	LOCATION NUMBER	LOCATION NAME
1.		
2.		
3.		
4.		
5.		

REASON FOR REQUEST (*Optional for Voluntary*):

\*Hardship - travel 20 miles or more one way to work or have a serious medical/personal problem (must be documented).

*Employees who request a transfer, within the same job classification as a vacancy, shall be given an interview by the hiring Administrator. See Article 6 of the Collective Bargaining Agreement between the Federation of Public Employees - Clerical (FOPE - Clerical) and The School Board of Broward County, Florida (SBBC).*

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

DISTRIBUTION:

- Original to Talent Acquisition & Operations (Non-Instructional)
- Copy to Administrator (**Optional**)
- Copy to be retained by Employee

*FEDERATION OF PUBLIC EMPLOYEES  
SECRETARIAL/CLERICAL UNIT  
2018-2019 Listing of Jobs  
(Page 1 of 3)*

<b>Pay Grade</b>	<b>Job Classification Title</b>	<b>Job Descr#</b>
11	Clerk Specialist I (County)	(MM-062)
	General Clerk II	(MM-001)
	Receptionist II	(MM-002)
	Secretary I (All Locations)	(MM-061)
12	Benefits Information Clerk	(MM-084)
	Clerk Typist II	(MM-003)
	Library Media Clerk	(MM-004)
	Operations Specialist I	(MM-067)
13	Bilingual Intake Facilitator	(MM-057)
	Clerk Specialist II (County)	(MM-045)
	Operations Specialist II	(MM-005)
	Registrar I (Middle School)	(MM-007)
	Secretary II	(MM-008)
	Test Proctor	(MM-075)
14	Bookkeeper I (Elementary & Middle Schools)	(MM-059)
	Budgetkeeper I (All Locations)	(MM-066)
	Clerk Specialist III (County)	(MM-011)
	Customer Service Specialist I	(MM-098)
	Data Entry Operator I (County)	(MM-013)
	Information Management Technician (Elementary/Middle School)	(MM-006)
	Registrar II (High School)	(MM-014)
	Secretary III (All Locations)	(MM-015)
15	Accounting Clerk (County)	(MM-016)
	Accounting Specialist I	(MM-091)
	Bilingual Clerk	(MM-053)
	Binder/Shipper	(MM-051)
	Bookkeeper II (Elementary & Middle School)	(MM-009)
	Bookkeeper/Budgetkeeper (Elementary & Middle School)	(MM-071)
	Budgetkeeper II	(MM-010)
	Clerk Specialist IV (County)	(MM-018)
	Clerk Specialist IV, "Just Say No To Drugs"	(MM-054)
	Customer Service Specialist II	(MM-024)
	Data Entry Operator II (County)	(MM-021)
	Documentation Specialist I	(MM-020)
	Educational Interpreter for Deaf/Hard of Hearing I	(MM-087)
	Health Technician I	(MM-089)
	Information Management Specialist (High School/Center/Community School)	(MM-012)
	Inventory Audit Specialist	(MM-26)
Minority/Women Business Enterprise (M/WBE) Data Specialist	(MM-097)	

*FEDERATION OF PUBLIC EMPLOYEES  
SECRETARIAL/CLERICAL UNIT  
2018-2019 Listing of Jobs  
(Page 2 of 3)*

<b>Pay Grade</b>	<b>Job Classification Title</b>	<b>Job Descr#</b>
	Multicultural Resource Facilitator	(MM-077)
	Network Analyst I	(MM-078)
	Office Manager I (Elementary & Middle Schools)	(MM-022)
15 (Cont.)	Operations Specialist III	(MM-019)
	Photographic Technician	(MM-049)
	Registrar III (Adult & Vocational Centers)	(MM-023)
	Technician I (County) (1)	(MM-025)
	Telecommunications Service Assistant I	(MM-076)
16	Accounts Payable Specialist	(MM-069)
	Area Budget/Bookkeeper	(MM-070)
	Bookkeeper III (High School, County & Vocational Centers)	(MM-017)
	Educational Interpreter for Deaf/Hard of Hearing II	(MM-087)
	Financial Systems Facilitator I	(MM-056)
	Guidance Data Specialist	(MM-104)
	Office Manager II (High School, County and Vocational Centers)	(MM-029)
	Payroll Processor	(MM-044)
	Purchasing Technician	(MM-105)
	Secretary IV (County)	(MM-027)
18	Accounting Specialist II	(MM-092)
	Bid Document Specialist (County)	(MM-080)
	Budget Support Specialist	(MM-030)
	Business Affairs Specialist (County)	(MM-081)
	Closed Captioning Specialist	(MM-106)
	Compositor	(MM-048)
	Computer Operator I	(MM-031)
	Customer Service Specialist	(MM-073)
	Customer Service Specialist III	(MM-055)
	Database Research Assistant	(MM-096)
	Documentation Specialist II	(MM-033)
	Educational Interpreter for Deaf/Hard of Hearing III	(MM-087)
	Health Technician II	(MM-090)
	HR/Payroll Systems Technical Specialist	(MM-108)
	Micro-Computer Technical Specialist	(MM-085)
	Network Analyst II	(MM-079)
	Offset Press Operator	(MM-050)
	Old Dillard Museum Technical Specialist	(MM-095)
	Operations Specialist IV	(MM-032)
	Operations Technician	(MM-072)
	Program Coordinator – Broward Education Foundation	(MM-099)
	Purchasing Agent Specialist (County)	(MM-082)
	Senior Accounts Payable Specialist	(MM-093)



*FEDERATION OF PUBLIC EMPLOYEES  
SECRETARIAL/CLERICAL UNIT  
2018-2019 Listing of Jobs  
(Page 3 of 3)*

Pay Grade	Job Classification Title	Job Descr#
	Senior Payroll/Personnel Action Form (PAF) Processor	(MM-094)
	Systems Facilitator - HRD	(MM-107)
	Technician II (County) (1)	(MM-037)
	Test Monitor	(MM-074)
	Warranty Reimbursement Specialist	(MM-109)
	Webmaster I	(MM-101)
19	Technical Service Specialist	(MM-102)
	Financial Systems Facilitator II	(MM-052)
20	Computer Operator II	(MM-039)
	Educational Interpreter for Deaf/Hard of Hearing IV	(MM-087)
	Graphic Artist	(MM-088)
	Maintenance Funding Control Specialist	(MM-047)
	Stage Operations Technical Specialist - Performing Arts Center(s)	(MM-058)
	State Data Base Specialist	(MM-083)
	State Database Specialist, Title I, Migrant Program	(MM-086)
21	Buyer	(MM-043)
	Instructional Materials Distribution Facilitator	(MM-046)

**(1)** No new employee shall be assigned to this job following the date of adoption and the job shall be deleted immediately following the departure of the last present incumbent.

**FEDERATION OF PUBLIC EMPLOYEES SECRETARIAL/CLERICAL UNIT**  
**~~2018-2019~~ 2019-2020 SALARY SCHEDULE**

<u>GRADE/LEVEL</u>		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
21	*A	\$52,688.75	\$65,482.56	\$78,276.34
	D	\$212.45462	\$264.04259	\$315.63042
	H	\$30.35066	\$37.72037	\$45.09006
20	*A	\$49,086.23	\$62,169.06	\$75,251.85
	D	\$197.92836	\$250.68169	\$303.43488
	H	\$28.27548	\$35.81167	\$43.34784
19	*A	\$45,751.76	\$57,942.61	\$70,133.48
	D	\$184.48290	\$233.63956	\$282.79629
	H	\$26.35470	\$33.37708	\$40.39947
18	*A	\$42,637.72	\$53,995.76	\$65,353.80
	D	\$171.92630	\$217.72485	\$263.52340
	H	\$24.56090	\$31.10355	\$37.64620
17	*A	\$39,734.16	\$50,322.04	\$60,909.92
	D	\$160.21838	\$202.91145	\$245.60452
	H	\$22.88834	\$28.98735	\$35.08636
16	*A	\$37,019.64	\$46,884.46	\$56,749.27
	D	\$149.27276	\$189.05026	\$228.82769
	H	\$21.32468	\$27.00718	\$32.68967
15	*A	\$34,504.74	\$43,698.37	\$52,891.98
	D	\$139.13200	\$176.20309	\$213.27411
	H	\$19.87600	\$25.17187	\$30.46773
14	*A	\$32,153.43	\$40,719.32	\$49,285.20
	D	\$129.65092	\$164.19081	\$198.73063
	H	\$18.52156	\$23.45583	\$28.39009
13	*A	\$29,966.00	\$37,951.58	\$45,937.13
	D	\$120.83064	\$153.03057	\$185.23036
	H	\$17.26152	\$21.86151	\$26.46148
12	*A	\$27,923.70	\$35,364.82	\$42,805.94
	D	\$112.59556	\$142.60008	\$172.60460
	H	\$16.08508	\$20.37144	\$24.65780
11	*A	\$26,012.55	\$32,947.72	\$39,882.88
	D	\$104.88933	\$132.85370	\$160.81807
	H	\$14.98419	\$18.97910	\$22.97401

The \*Annual (\*A) salaries listed are based on a seven (7) hour workday and a twelve (12) month calendar (248 days).

Employees on a different workday/calendar shall determine annual pay using the hourly rate and the actual hours and calendar for the position.

~~2018-2019~~ 2019-2020 Salary Program: Employee salaries shall increase by 2% effective ~~January~~ July 1, 2019. A 2% increase will also be applied to the FOPE Clerical salary schedule.

**APPENDIX F**

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

The 241, 242 and 243 day work calendar is eliminated for all employees in Technical Centers, Community Schools, ESE Center Schools and Adult Centers.

*3/4/03*

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