

# **CLASSIFIED PERSONNEL CONTRACT**

**BETWEEN**

**THE OKEECHOBEE COUNTY SCHOOL BOARD**

**AND**

**THE OKEECHOBEE COUNTY EDUCATION ASSOCIATION**

**LOCAL UNION 1604**

**AFFILIATED WITH**

**THE FLORIDA EDUCATION ASSOCIATION**

**THE AMERICAN FEDERATION OF TEACHERS/AFL-CIO**

**AND**

**THE NATIONAL EDUCATION ASSOCIATION**

**JULY 1, 2014, THROUGH JUNE 30, 2017**

Classified Personnel Contract  
Okeechobee County School Board and  
Okeechobee County Education Association #1604  
July 1, 2014, through June 30, 2017

**TABLE OF CONTENTS**

<b>ARTICLE I</b>	Ground Rules .....	1
<b>ARTICLE II</b>	A. Agreement .....	1
	B. Multi Year Provisions .....	1
<b>ARTICLE III</b>	Purpose.....	2
<b>ARTICLE IV</b>	Association Recognition .....	2
<b>ARTICLE V</b>	Public Employer Rights .....	3
<b>ARTICLE VI</b>	<u>Employee Benefits</u>	
	A. Personal Property Damage .....	4
	B. Vandalism Fund .....	4
	C. Terminal Pay .....	5
	D. Section 403(b) Model Plan .....	6
	E. Insurance	
	1. Health Insurance .....	7
	2. Health Insurance Coverage.....	7
	3. Insurance Committee .....	8
	4. Insurance Coverage While on Extended Leave Without Pay .....	8
	F. Insurance Conversion Privilege .....	8
	G. Cafeteria Insurance Plan.....	8
	H. Workers' Compensation .....	9
	I. Credit Union Deposits.....	9
	J. Athletic Passes.....	9
	K. Children's Attendance in a Different School Zone .....	10
	L. Field Trip Admission .....	10
	M. Payment for Bus Drivers' Uniforms .....	10
	N. Credit Information.....	11
	O. Fingerprinting Costs .....	11
	P. Communication Devices.....	11
<b>ARTICLE VII</b>	<u>Employee Rights</u>	
	A. Classified Personnel Rights .....	12
	B. Recording Equipment .....	12
	C. Personal Rights .....	12
	D. Personnel Files.....	12
	E. Association Representation in Disciplinary Cases .....	13
	F. Urgent Communication.....	13
	G. Grievance Procedure .....	14
	H. Formal Grievance Investigation .....	15
	I. Due Process .....	15

**ARTICLE VIII** Employment Conditions

A.	Job Specifications.....	16
B.	Orientation of Employees .....	16
C.	Probationary Employees .....	17
D.	Evaluation .....	17
E.	Work Hours .....	18
F.	Bus Drivers' Hours .....	18
G.	Break Time.....	18
H.	Medical Examination.....	19
I.	Supplies .....	19
J.	Salesmen .....	19
K.	Student Discipline .....	20
L.	Use of Personal Automobiles.....	20
M.	Use of Staff Facilities.....	20
N.	Duty Free Lunch .....	20
O.	Safe Conditions.....	21
P.	Inservice Programs .....	21
Q.	Length of Service .....	21
R.	Vacancies, Voluntary and Involuntary Transfers .....	22
S.	Reduction in Staff and/or Reduction in Working Hours .....	23
T.	Resignation Procedure.....	23
U.	Retirement Procedure .....	23
V.	Lunchroom Substitutes.....	24
W.	Emergency School Closing .....	24
X.	Substitute Paraprofessionals .....	24
Y.	Extracurricular and Field Trips.....	24
Z.	Cleaning School Buses.....	24
AA.	Employee Sick Leave Bank.....	25
BB.	Summer School.....	27
CC.	School Calendar Committee .....	28
DD.	Equitable Duty .....	28
EE.	Checking E-mail and Electronic Form Submission .....	28

**ARTICLE IX** Leaves of Absence

A.	Personal Leave With Pay .....	29
B.	Emergency Leave.....	29
C.	Leave for Medical and Dental Appointments .....	29
D.	Early Leave from School for Courses .....	29
E.	Injury in the Line of Duty .....	30
F.	Illness in the Line of Duty.....	30
G.	Personal Leave Without Pay.....	31
H.	Leave for Union Business.....	32
I.	Temporary Duty Leave .....	32
J.	Bereavement Leave.....	33
K.	Leave for Elected or Appointed Public Official .....	33
L.	Family and Medical Leave .....	33
M.	Military Leave .....	34
N.	Sick Leave .....	34
O.	Vacation Leave .....	35
P.	Jury Duty and Subpoena Leave.....	35
Q.	Leave Day Increments.....	35
P.	Spring Break.....	35

<b>ARTICLE X</b>	<u>Organizational Rights</u>	
A.	Meetings and Visitations .....	36
B.	Directories and Information .....	36
C.	Contract Information .....	36
D.	Release Time for School Board Meetings .....	36
E.	Deduction of Association Dues and Uniform Assessments .....	37
F.	Bulletin Boards.....	37
G.	Mailboxes .....	37
<b>ARTICLE XI</b>	<u>Salaries</u>	
A.	Experience Credit .....	38
B.	Payroll Deductions .....	38
C.	Pay Periods.....	38
D.	Classified Salary Schedule.....	39
E.	Classified Pay Grade Summary Sheet .....	40
F.	Classified Supplemental Salary Information.....	41
G.	Salary Schedule – Differentiated Pay .....	43
H.	Classified Salary Schedule No. 30 (After School and Summer Program/Inservice Participation) ..	45
I.	Classified Salary Schedule No. 34 (Part-Time Pay For Athletic Events) .....	45
J.	Work Year .....	46
K.	Holidays .....	46
L.	Annual Payment for Accumulated Sick Leave Days .....	47
M.	Separation Pay.....	47
N.	Salary Information .....	47
O.	Bus Driver/Food Service Worker/Bus Aide Attendance Incentive Bonus .....	48
P.	Classified Employees Bonus for Recruitment and Retention of School Bus Drivers/Food Service Workers .....	48
Q.	Payment of Salary Schedule 1B/Differentiated Pay .....	48
<b>ARTICLE XII</b>	<u>Miscellaneous</u>	
A.	Critically Low Performing Schools Waiver Procedure.....	49
B.	Secret Ballots.....	49
C.	Waiver Procedure.....	49
D.	Conformity to Law.....	49
E.	Laws Enacted by the Legislature .....	50
F.	Entire Agreement.....	50
G.	Terms of Agreement .....	50
	<b>Memorandum of Agreement</b> – Work Hours and Salary Amounts for Instructional and Classified Personnel at South Elementary School for 2014-15 .....	51
<b>ARTICLE XIII</b>	Signature Page .....	52
<b>APPENDIX</b>		
A.	Official Grievance Form .....	53

## ARTICLE I

### **Ground Rules**

1. Each Negotiating Session shall be scheduled at a mutually agreeable time, which shall be determined at each preceding session.
2. Agenda for each session shall be established at the preceding session.
3. Each party shall have full authority to select its own representatives. The negotiating teams may be composed of up to and including, five (5) members with each party retaining the right to substitute members of the team.
4. No new items can be presented, except by mutual consent of the parties, after the first negotiating session except items that may become negotiable by legislative action, change in commission rules, or court decisions which occur during these current collective bargaining sessions between the Okeechobee County Education Association, Local Union 1604, AFT, AFL-CIO, NEA, FEA, hereinafter referred to as the "Association," and the Okeechobee County School Board, hereinafter referred to as the "Board." Upon agreement of a contract, the contract will not be subject to being reopened for these items.
5. The Agreement, reached at the table, shall be submitted in good faith to the Board and the Association with a recommendation by the respective negotiating teams to approve.
6. Such agreement shall be submitted to the Board and classified personnel so that it will be ratified or rejected in its entirety.

## ARTICLE II

### **A. Agreement**

The Agreement is entered into as of October 14, 2014, between the School Board of Okeechobee County, Florida, a body corporate and politic, hereinafter referred to as the "Board," and the Okeechobee County Education Association #1604 hereinafter referred to as the "Association."

### **B. Multi-Year Provisions**

The Okeechobee County School Board and the Okeechobee County Education Association #1604 hereby agree to a three-year contract effective July 1, 2014, through June 30, 2017. Salary increases, salary adjustments, salary supplements, and fringe benefits shall be subject to negotiation annually. Additionally either party may re-open up to two (2) articles annually.

## ARTICLE III

### **Purpose**

It is the intent and purpose of this Agreement:

- To assure sound and mutually beneficial working and economic relations between the parties hereto;
- To provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise as a result of implementing this Agreement;
- To set forth herein basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment.

There shall be no individual arrangements or agreements made covering this agreement or any part of this agreement contrary to the terms provided herein.

It is understood that the Board is engaged in furnishing essential public educational services which vitally affect the educational needs, health, safety, comfort and general well being of the children of this county and the public at large; that the Association represents classified personnel who have an interest in educational excellence; and that both parties hereto recognize the need for continued and reliable service to these children and the public.

## ARTICLE IV

### **Association Recognition**

Pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes and the rules and regulations of the Public Employees Relations Commission, the Board recognizes the Association as the exclusive bargaining representative for those employees in the defined bargaining unit commonly known as the Classified Unit for the purpose of collective bargaining with respect to the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit.

The bargaining unit shall include:

- All non-instructional, full and part-time, classified personnel including the following: Secretaries, Bookkeepers, Clerks, Bus Drivers, Maintenance Workers, Food Service Workers, Teacher Aides, Permanent Substitute Teachers, Janitors and Warehouseman.

The bargaining unit shall exclude:

- All Administrative, Supervisory, Confidential and Instructional Personnel.

It is understood and agreed that the President of the Association is the official spokesman for the Association in any matter between the Association and the Board. The President may designate, in writing, an alternate or alternates.

## ARTICLE V

### **Public Employer Rights**

It is the right of the School Board of Okeechobee County to determine unilaterally the purpose of its constituent agencies, its slate of services to be offered to the public, and exercise control and discretion over organization and operations. It is also the right of the Board to direct its employees, to take disciplinary action for proper cause, and relieve its employees from duty because of lack of work and other legitimate reasons provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances about the particular consequences that decisions on these matters may have on terms and conditions of employment, as provided in this contract, provided, further, that an arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this collective bargaining agreement.

The Board shall retain all rights, powers, functions and authority it had prior to the signing of this contract, except as such rights are specifically relinquished or abridged in this contract.

The provisions of this agreement shall not conflict with all matters pertaining to terms of employment and working conditions guaranteed by law to employees within the bargaining unit.

## **ARTICLE VI            Employee Benefits**

### **A.    Personal Property Damage**

A fund not to exceed \$1,500 shall be established for the reimbursement of classified personnel for damage to personal property resulting from assault or while restoring order in cases of riots, student fights, or general disorder by one or more students on school property or at a school approved function.

Classified personnel seeking reimbursement under the provision of this policy must file an employee accident report according to guidelines established for this purpose. Failure to file such a report within 10 working days of the occurrence shall disqualify an employee from receiving reimbursement.

The investigation of claims for reimbursement shall be the responsibility of the Superintendent of Schools or his designee.

Reimbursement shall be made within 15 days of the date of approval.

### **B.    Vandalism Fund**

A fund not to exceed \$1,500 shall be established for the reimbursement of classified personnel for damage to personal property resulting from acts of documented vandalism that occur on school property during regular working hours or at a school approved function in an official capacity.

Classified personnel claims shall be limited to a maximum of \$250.00 per occurrence. No more than \$1,500 per year shall be paid from the fund for all such claims.

Classified personnel seeking reimbursement under the provision of this policy must file a vandalism report according to guidelines established by the Superintendent. Failure to file such a report within 10 working days of the occurrence shall disqualify the employee from receiving reimbursement.

The investigation of claims for reimbursement shall be the responsibility of the Superintendent of Schools or his designee.



## **ARTICLE VI            Employee Benefits**

### **C.    Terminal Pay**

Employees terminating their employment who are not eligible to transfer accumulated sick leave within the state of Florida may receive terminal pay as follows:

- Those with three years or less of Okeechobee service shall receive an amount equal to thirty-five percent (35%) of their base daily rates of pay for each accumulated day.
- Those with four to six years of Okeechobee service shall receive an amount equal to forty percent (40%) of their base daily rates of pay for each accumulated day.
- Those with seven to nine years of Okeechobee service shall receive an amount equal to forty-five percent (45%) of their base daily rates of pay for each accumulated day.
- Those with ten to twelve years of Okeechobee service shall receive an amount equal to fifty percent (50%) of their base daily rates of pay for each accumulated day.
- Those with thirteen to twenty-nine years of Okeechobee service shall receive an amount equal to seventy-eight percent (78%) of their base daily rates of pay for each accumulated day.
- Those with thirty or more years of Okeechobee service shall receive an amount equal to one hundred percent (100%) of their base daily rates of pay for each accumulated day.

Upon full retirement, an employee not entering the Deferred Retirement Option Program (DROP) shall receive an amount equal to his or her daily rate of pay multiplied by one hundred percent (100%) of the employee's base daily rate of pay for each accumulated day. Full retirement is defined as that wherein no reduction in benefits is made because of age or years of service on the Pension Plan. Terminal pay for Investment Plan participants shall be paid according to years of Okeechobee service.

Employees who earn annual leave shall receive an amount equal to 100% of their base rate of pay for each accumulated annual leave day upon termination.

It is the responsibility of the employee to complete the necessary forms for payment of sick or annual leave within 30 days of termination. If termination of employment is due to death of the employee, the employee's personal representative shall initiate the necessary forms required within 45 days of the employee's death.

The parties agree to participate in a "Special Pay Plan" for terminal pay as administered by BENCOR National Government Employees Retirement Plan. The terms and conditions shall be governed by the agreement between the Okeechobee County School Board and BENCOR dated June 3, 2003. Any changes shall be subject to negotiations between the Association and the Board.

## **ARTICLE VI            Employee Benefits**

### **C.    Terminal Pay    *(Continued)***

Upon election to participate in DROP, previously accumulated sick leave shall be paid to the employee using the following payment schedule. The partial payment amount will be based on the employee's daily rate of pay for the school year immediately preceding the payment.

- 0 to 12 months: One (1) lump sum payment in the month following the last day worked.
- 13 to 24 months: 50% at the end of the first 12 months and final payment in the month following the last day worked. 25 through 36 months: 33-1/3% at the end of each 12-month period and final payment in the month following the last day worked.
- 37 through 48 months: 25% at the end of each 12-month period and final payment in the month following the last day worked.
- 49 through 60 months: 20% at the end of each 12-month period and final payment in the month following the last day worked.

The DROP employee will have the option to use sick days accrued prior to his/her entrance into DROP during years in DROP provided the employee has used all sick days appropriated in any given DROP year. Any sick days already paid out to the employee based on the above schedule will no longer exist and therefore not be available to the employee.

Employees who have participated in DROP, upon separation of employment from the District following DROP, shall have accumulated sick leave earned during that period paid into a "Special Pay Plan" for terminal pay as follows:

- Those with one to three years of Okeechobee DROP service shall receive an amount equal to thirty-five percent (35%) of their base daily rates of pay for each accumulated day.
- Those with four to five years of Okeechobee DROP service shall receive an amount equal to forty percent (40%) of their base daily rates of pay for each accumulated day.

This payment amount will be based on the employee's daily rate of pay for the school year immediately preceding the payment.

### **D.    Section 403(b) Model Plan**

Any proposed changes, additions, or deletions to the Section 403(b)/457(b) Model Plan shall be negotiated by the School District and the Okeechobee County Education Association #1604.

## **ARTICLE VI            Employee Benefits**

### **E.    Insurance**

#### **1.    Health Insurance**

The Board agrees to provide all regular, full time classified employees with a basic hospitalization and health insurance program. Any anticipated changes to the hospitalization and health insurance program(s) which would result in a program less than equivalent to the existing program shall be subject to negotiations. The Board contribution in premium toward the cost of health insurance for the 2013-14 school year is as follows: 100% of Plan 5302; 86.2% of Plan 3769; and 69.5% of Plan 3768. Employees working less than seven (7) hours per day and who were employed after September 1, 1987, shall receive a pro-rated portion of this benefit according to the number of hours worked.

In addition to the premium contributions above, an Employee Wellness Center will be established for employees and their dependents who are currently enrolled in the Board's health insurance program. The clinic will include: free office visits, free health and wellness screenings and counseling, and a free stock medication program of commonly used prescriptions.

The above contribution rates include a \$75.00 per month premium discount for employees who participate in a wellness initiative. Employees who have not completed the full health risk assessment (inclusive of a biometric screening and blood draw) must complete the assessment and at least one (1) visit to the Employee Wellness Center to discuss the results prior to December 15, of the current school year. Employees who have completed the full health risk assessment must complete an annual wellness exam between July 1 and March 31 of each year. Employees who fail to participate as stated above will not be eligible for the \$75.00 per month premium discount. Accordingly, the \$75.00 per month premium discount of individuals who fail to timely meet participation criteria will be rescinded and their premium rate will increase by \$75.00 per month, and will remain so until compliance within the next eligibility cycle during the following school year.

Any monies collected as a result of increases in health insurance premiums through loss of the health insurance premium discount will be set aside and used to offset the cost of the Employee Wellness Center.

The Board and Association agree that the Health Insurance Committee shall investigate the feasibility of a January 1, 2016, renewal date. All recommendations made by the Committee concerning such feasibility shall be submitted to the parties' respective bargaining teams for consideration by April 1, 2015.

#### **2.    Health Insurance Coverage**

There will be no lapse in health insurance coverage for employees who complete their assigned work year through the end of the school year and who have committed to return to work in August.

## **ARTICLE VI            Employee Benefits**

### **3.    Insurance Committee**

An Insurance Committee comprised of three (3) representatives selected by the Superintendent and three (3) representatives selected by Okeechobee County Education Association #1604 shall be established to review and make recommendations regarding the health insurance program.

Notwithstanding the above, any anticipated changes to the hospitalization and health insurance program which would result in a program less than equivalent to the existing program shall be subject to negotiations.

### **4.    Insurance Coverage While on Extended Leave Without Pay**

When an employee is granted leave of absence without pay, insurance coverage may be paid by the employee through the Finance Office to continue their health insurance coverage for up to one (1) year if the employee so desires. All such payments must be made to the Finance Office in advance by the 25th day of the prior month for the next month's coverage. If payment is not received, the employee will be cancelled from group insurance coverage.

### **F.    Insurance Conversion Privilege**

The Board agrees to provide conversion privileges for health insurance and life insurance upon resignation or retirement of classified personnel covered by this contract.

The premiums must be totally paid by the individual at rates determined by the insurance company.

### **G.    Cafeteria Insurance Plan**

The Board agrees to provide all regular, full time classified personnel who work a minimum of six (6) hours per day with a Cafeteria Insurance Plan with the present level of coverage and benefits at a cost to the Board of \$300 per employee with any remaining costs to be borne by the employee. Classified personnel working less than six (6) hours and who were employed after September 1, 1987, shall receive a pro-rated portion of this benefit according to the number of hours worked. Any anticipated changes to the Cafeteria Insurance Plan shall be subject to negotiations.

Notwithstanding the above, the employee shall not be required to fund any type of administrative costs related to any benefits selected from offerings under this plan.

## **ARTICLE VI            Employee Benefits**

### **H.    Workers' Compensation**

An employee injured on the job is covered by Workers' Compensation Insurance. Should an on-the-job injury occur, the employee shall notify his/her principal or supervisor promptly. If an injury requires medical attention or results in lost time, it is the employee's responsibility to complete the necessary forms at the School Board office. If the leave is eight (8) weeks or less, the employee shall return to his/her original job assignment.

The Board shall continue to provide the full cost of all Board paid employee benefits for any employee who is disabled and entitled to or receiving Workers' Compensation indemnity benefits and a pro rata share of the full cost of all Board paid employee benefits for any part time employee who is disabled and entitled to or receiving Workers' Compensation indemnity benefits until such time as the employee receives Florida Retirement disability benefits. All Board payments shall cease when indemnity benefits cease. However, nothing in this provision shall be deemed to create a continued employment relationship for the purposes of Florida Retirement System Disability Retirement.

### **I.    Credit Union Deposits**

All deposits for Board authorized credit unions shall be deducted and collected by the Board from the salaries of those employees giving written authorization to the Board for the deduction of said deposits, provided that such authorization shall be revocable at the employee's will upon thirty (30) days written notice to the Board and the Board authorized credit union.

Employees shall give the Board and the Board authorized credit union thirty (30) days prior written notice authorizing any change in the amount of money to be so deducted from the salaries of such employees.

### **J.    Athletic Passes**

Classified personnel shall be admitted without charge to any school-sponsored athletic event.

The Board shall prepare and issue the passes, and the Association shall bear the expense involved.

The above provisions shall not apply to pre and post season events such as tournament games and state playoffs.

## **ARTICLE VI            Employee Benefits**

### **K.    Children's Attendance in Different School Zone**

The Open Enrollment Policy is on a first come/first serve basis. Classified personnel will be given a deadline date for submitting a request for their children's attendance in the school where they work or the school closest to the school where they work prior to the deadline for the general public. In the event of an involuntary transfer, the original date of the employee's zone request will be considered. In the case of a bus driver the school must be on that particular driver's route. Approval will not be granted in any situation where it would increase the cost to the school district due to overcrowding.

If overcrowding in a grade level occurs, the reassignment of students will be made according to the date of the most recent application.

Transportation to an employee's school site will be provided for elementary age children of middle school personnel when:

- Their children's school day ends before their regular workday; and
- There is an existing shuttle for a student to another school due to that student's academic placement or a bus travels directly by the school resulting in no impact on direction or time of the route.

Parents will be responsible for their children and shall release and forever hold harmless Okeechobee County Schools, its officials, employees, and agents from any and all potential claims.

If it is determined by the Principal that having such students on campus is causing a safety concern or interfering with an employee's ability to carry out his or her duties, that employee may lose this privilege.

### **L.    Field Trip Admission**

The Board agrees to pay admission costs for any bus driver or paraprofessional who is assigned or requested to go on a school field trip, provided that person agrees to serve as a chaperone for the field trip. An employee who is chaperoning an approved trip will be permitted to have trip expenses paid out of monies raised by the student group if this stipulation was made in the original request/application for the fund raiser. If a ticket is provided by the field trip destination specifically for the bus driver, the ticket will be given to the driver.

### **M.    Payment for Bus Drivers' Uniforms**

Any bus driver who chooses to purchase a Board approved uniform will have the opportunity have the purchase price (not to exceed \$150) deducted from their paychecks in four (4) equal payments. The purchasing driver shall execute and deliver a promissory note payable to the Board bearing no interest but bearing interest at the maximum legal rate upon default in payment.

## **ARTICLE VI      Employee Benefits**

### **N.      Credit Information**

The Superintendent or his/her designee, in response to a written request or phone call by an appropriate recognized lending institution or credit bureau for credit purposes, shall not respond to any such request by issuing any opinion as to the character of the individual or reveal anything of a confidential nature.

### **O.      Fingerprinting Costs**

Any costs for employees of the Board related to the collection, processing, retention and/or re-screening of fingerprint records required by the Florida Department of Law Enforcement or other governmental agency shall be paid for by the Board.

### **P.      Communication Devices**

The Board will provide a communication device selected by the supervisor for the following positions:

- Warehouseman
- Maintenance Personnel
- Technology Specialists
- Head Mechanic
- TAP Paraprofessional
- Attendance Officer

The choice of device shall be made by the supervisor; however, if use of a personal cell phone is chosen, it will be permitted only with employee consent. If such consent is given, a \$15.00 monthly stipend will be paid for the use of the personal cell phone.

## **ARTICLE VII      Employee Rights**

### **A.      Classified Personnel Rights**

In employment, job assignment and employee/employer relations, no procedure shall discriminate against any applicant or employee on the basis of age, sex, race, creed, national origin, handicap, or membership in the Okeechobee County Education Association #1604.

There shall be no reprisal against any employee for processing a grievance or participating in the grievance procedure.

Any person sustaining injury as a result of any violation by the Okeechobee County School Board of this provision shall be entitled to apply to a court of competent jurisdiction for appropriate relief injunctive or otherwise as set forth in Florida Statutes 447.17.

### **B.      Recording Equipment**

Employees shall be notified in advance when video cameras or other recording equipment is installed in a work place. A sign indicating the facility has video cameras or recording equipment shall be placed at the main entrance to the facility. No disciplinary action shall be taken nor adverse evaluation made against an employee based solely upon photographs and/or any recordings by cell phones, tapes, or other recording devices. Furthermore, the existence of any such material which comes to the attention of an administrator shall be disclosed to the employee prior to proceeding with a District investigation.

### **C.      Personal Rights**

The Board shall be concerned with the non-school activities of classified personnel only when they interfere with the discharge of the employee's job related duties, or hamper the professional relationship with children. Unless the Board can clearly demonstrate that an employee's non-school activities are interfering with the discharge of professional duties, such activities shall not be reflected in any evaluation or other written material regarding the employee. The only exception to this provision is State Board Rule 6A-3.0141 as it pertains to the personal driving record of school bus drivers.

All classified personnel shall be guaranteed all provisions of law under due process and grievance procedures.

### **D.      Personnel Files**

Both parties agree to follow Florida Statute 1012.31 in regards to personnel files.

A Memo on Conference is designed as an aid to the evaluation process of the employee and is not disciplinary in nature. A Memo on Conference provides notice to and documents a discussion between the evaluating administrator and employee regarding performance deficiencies. A copy will be furnished to the employee within ten (10) working days following the discussion. The employee has the right to respond in writing within ten (10) working days from the date of receipt of the Memo on Conference. The employee's response will be attached to the Memo on Conference.

A copy of the Memo on Conference and the response, if any, will be placed in the employee's personnel file.



## **ARTICLE VII      Employee Rights**

### **D.    Personnel Files    *(Continued)***

A complaint against an employee lodged by a parent, student or other individual will only be included in the employee's personnel file if the complaint is placed in writing and signed by the individual initiating the complaint. No complaint or reprimand shall be placed in an employee's personnel file unless an investigation ensues and the complaint is substantiated. Employees shall be notified of all complaints prior to the District initiating an investigation and shall be given copies of any materials and/or documents used during the investigation. The employee shall be given the opportunity to file an explanation with the complaint prior to any decision regarding disciplinary action. Disciplinary action resulting from such complaint shall be limited to those matters which have been reported to the employee in writing. In no case shall complaints or reprimands be placed in the employee's personnel file that are anonymous or are based on anonymous information.

### **E.    Association Representation in Disciplinary Cases**

It shall be the District's practice to follow a course of progressive discipline. Progressive discipline shall be as follows: verbal warning; written reprimand following a meeting; suspension; termination. Serious offenses may result in an immediate, strong consequence up to and including termination.

Prior to any discipline, administration shall investigate and substantiate allegations against the employee. The employee shall be given the opportunity to explain and refute the allegations prior to any decision regarding discipline.

An employee shall be entitled to request to have a representative from the Association present during an interview with a school district administrator when the employee has a reasonable belief based upon factual circumstances that disciplinary action against the employee will result from such interview.

No administrator shall reprimand or criticize any employee in the presence of the employee's colleagues or students, or in the presence of the parents of such students. When reprimand or criticism is deemed necessary, it shall be made with discretion out of general public view.

### **F.    Urgent Communication**

When a caller properly identifies a message as an emergency, it will be delivered immediately. All other messages will be placed in the employee's mailbox or delivered as soon as possible.

## **ARTICLE VII      Employee Rights**

### **G.      Grievance Procedure**

The term "grievance" is defined as a written allegation by a grievant that a dispute or violation exists between the Board, an employee, group of employees or the Association, involving the interpretation, application, misapplication or non-application of this Agreement. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the health, welfare or working conditions of members of the bargaining unit. Grievances shall systematically follow the grievance procedure as outlined herein. All members of the bargaining unit may have the right to Association representation at any point in the grievance procedure. If the grievance involves more than one school building or worksite, the grievance may initially be filed with the Superintendent or the Superintendent's designated representative at Step Two. No reprisals or retaliation shall be invoked or threatened against any employee for processing a grievance or participating in any way in the grievance procedure. The Board will cooperate with the Association in its investigation of any grievance and will furnish such information as is requested for the processing of a grievance.

A "grievant" is defined as an individual employee, group of employees or the Association filing a grievance. The term "supervisor" is defined as the principal of the school where the individual is assigned or the immediate supervisor when the employee is not assigned to a principal. The term "days" shall mean work days.

Any grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated and shall set forth the facts pertaining to the alleged violation. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum, and every effort should be made to expedite the process before the deadlines are reached. However, time limits may be extended by mutual written agreement between the parties.

**Informal Discussion:** Any employee who believes there is a basis for a grievance shall first informally discuss the matter with the immediate supervisor. Any such alleged grievance must be brought to the attention of the immediate supervisor within ten (10) days of: (a) the actual occurrence of the event or events giving rise to the grievance, or (b) the time that the grievant becomes aware or with the exercise of reasonable diligence, should have been aware of the event or events giving rise to the grievance. If, however, a grievant is absent when such grievable event occurs, the ten (10) day time period shall not commence until the grievant's return.

**Step One:** If the grievant and immediate supervisor are unable to satisfactorily adjust the grievance issue within five (5) days following the informal discussion, the grievant may within seven (7) days submit a grievance in writing to the immediate supervisor. The immediate supervisor shall present a written decision to the grievant within five (5) days following receipt of the grievance. If the grievance is not settled to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits, the grievance may be referred to Step Two within five (5) days.

## **ARTICLE VII      Employee Rights**

### **G.      Grievance Procedure      *(Continued)***

**Step Two:** The grievant shall submit the grievance with the immediate supervisor's written decision to the Superintendent. The written appeal of the grievance shall set forth specifically the event or events upon which the grievance was originally based and the grounds upon which the appeal is based. The Superintendent or Superintendent's designee shall meet with the grievant within five (5) days from receipt of the appeal. A written decision on the grievance appeal shall be transmitted within ten (10) days following the meeting.

**Arbitration:** If the grievance is not resolved at Step Two to the grievant's satisfaction, the grievant may move the grievance to arbitration. Such request for arbitration shall be made within ten (10) days after receipt of the written decision of the Superintendent. If, within five (5) days of receipt of the request for arbitration, the Superintendent and grievant are unable to mutually agree to an arbitrator, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected by the parties according to the rules of the American Arbitration Association. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement.

Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties.

Release time shall be granted to the aggrieved person, witnesses and the Association president for attendance at the arbitration hearing. Such release time shall be without loss of pay.

**Official Grievance Form** – See Appendix A

### **H.      Formal Grievance Investigation**

The Association President or designee, subject to the approval of the Superintendent, may receive release time with pay to investigate a formal grievance as provided in this contract.

### **I.      Due Process**

Any classified and non-probationary employee who is dismissed from his/her position shall have opportunity to be heard before a public hearing after at least ten (10) days written notice of the charges against him/her and of the time and place of hearing. If, at this hearing before the Board, the charges are not sustained, the employee shall immediately be reinstated, and back salary due shall be paid.

No classified employee who has completed the probationary period shall be suspended without pay or dismissed except for just cause.

## **ARTICLE VIII      Employment Conditions**

### **A.    Job Specifications**

The job specifications and their various parts are declared to have the following force and effect:

The definition and typical tasks are descriptive and explanatory only and not restrictive. Job titles indicate the kinds of positions that should be allocated by the duties, responsibilities, and qualification requirements, or other attributes typical and descriptive of the positions. The items listed as job duties are not all inclusive but are similar in kind and/or quality. Each employee shall be provided with amendments to their job description as they are approved within twenty-five (25) working days of the change. Job specifications indicating title, duties, and minimum qualifications for all positions will be available at all cost centers to employees and the Association upon request.

No classified personnel will be required to perform personal errands or tasks for any supervisor or other employee when such benefits are of a personal nature and not job related.

When a student requires medical services, those services may be assigned to an employee provided that the employee receives specialized training and can demonstrate proficiency. Individuals who volunteer to provide these medical services shall be used prior to assignment of these duties to employees who do not volunteer. To the extent legally permissible and without waiving any governmental immunity, the Board shall assume full and complete liability for any accidents or errors made in administration of these services by employees. Initial procedure training and refresher training shall be provided by the District annually to all employees assigned medical services responsibilities.

When a classroom teacher is absent from class, a reasonable effort will be made to provide a substitute other than a classified employee. Paraprofessionals who serve as substitutes for not less than one-half ( $\frac{1}{2}$ ) day, will be paid at the rate of seventeen (\$17.00) dollars per hour. Payment will be for three-and-one-half ( $3\frac{1}{2}$ ) hours for a half day or seven (7) hours for a full day. Paraprofessionals will only be eligible to substitute at their assigned worksite for not less than one-half ( $\frac{1}{2}$ ) day.

Paraprofessionals who are pulled from a regular assignment to substitute in the health clinic shall be paid at the rate of seventeen (\$17.00) per hour.

### **B.    Orientation of Employees**

Upon employment, each employee shall be advised of information directly relating to employment status. Such information shall include:

1. Immediate Supervisor
2. Assignment of initial work location
3. Duty hours and initial lunch time
4. Prescribed work week
5. Terms and conditions of employment, including performance evaluation procedures
6. A copy of the Association contract and any current addenda will be given to each new employee
7. An explanation of salary data and benefits
8. Job descriptions

## **ARTICLE VIII      Employment Conditions**

### **C.      Probationary Employees**

Probationary employees shall mean new employees and the categories shall be defined as follows:

- a. Any employee whose work year is less than eleven (11) months during the first three (3) years of employment,
- b. Any employee whose work year is eleven (11) or twelve (12) months during the first two (2) years of employment.

When an employee returns to Okeechobee County and has previously held a non-probationary status, he or she shall be eligible for placement on non-probationary status after one (1) year of satisfactory performance in the same job classification in which this status was earned.

Probationary employees will be notified in writing immediately following the conclusion of the probationary period.

Probationary employees may be terminated at any time during their probationary period. Such termination will not be subject to causal proceedings.

### **D.      Evaluation**

An evaluation of the performance of duties and responsibilities shall be made annually for all classified personnel. Such assessment shall be conducted by the immediate supervisor of the employee. Such assessment shall be made not later than March 15th of the school year.

After an evaluation has been completed and the counseling interview held, the employee will sign the form verifying that his supervisor has shown him the rating, explained it and held a counseling interview concerning his performance. The employee's signature shall not be interpreted to mean that the employee is in agreement with the rating given.

The employee shall receive a copy of the evaluation at the time of signature.

All evaluations shall be subject to the provisions of materials to be placed in personnel files and the requirements of F.S. 1012.31.

In the event an employee is not performing his duties in a satisfactory manner, prior to the final annual evaluation the evaluator shall notify the employee in writing of such determination and describe such unsatisfactory performance, and provide assistance in helping to correct such deficiencies within a reasonable prescribed period of time.

The official evaluation form shall be signed by both parties. The following statement is included, "My signature does not necessarily imply agreement with the evaluation, but acknowledges that I have read it. I understand that I may submit a written reaction within ten (10) working days from the date of my signature." The written reaction will provide the opportunity for the employee to make comments regarding the final appraisal which may be attached to the form for placement in the employee's personnel file.

## **ARTICLE VIII      Employment Conditions**

### **D.    Evaluation    *(Continued)***

The Educational Support Personnel Assessment System steering committee functions to recommend changes to or develop new evaluation instruments. If this committee needs to meet, ESP employee positions on the committee shall be appointed by the Association President. There shall be three (3) ESP positions on the Educational Support Personnel Assessment System steering committee and three (3) administrative positions. The Superintendent will appoint three (3) administrative positions.

### **E.    Work Hours**

Due to the various responsibilities and duties of the different positions, working hours will vary. The supervisor in charge will advise employees under his supervision, in writing, of the amount of time to be worked, inclusive of lunch and breaks, in a normal week or day and the job assignment as specified by the Board and Superintendent.

### **F.    Bus Drivers' Hours**

The route time shall commence with the pickup of the first student in the morning and end upon the delivery of the last student to the last school on the route, commencing again with the pickup of the first student at the first school in the afternoon and end upon the delivery of the last student on the route in the afternoon. Drivers' hours for purposes of placement on the salary schedule will be increased by 30 minutes for paperwork, pre-trip inspection and travel from the home base and 30 minutes for paperwork, post trip inspection and cleaning the interior of the bus and travel to the home base.

Any additional time authorized by the Superintendent, Supervisor of Transportation, Director of Operations or the Assistant Superintendent for Administrative Services which would exceed the driver's normal workday shall be compensated at the current hourly rate for in-town field trips.

Route Vacancies – Any route that becomes vacant will be posted on a designated bulletin board at the Transportation Office. The posting shall include a route description, date of posting, and other appropriate information. Current bus drivers of the District may request a reassignment to the vacant route.

### **G.    Break Time**

All full-time employees who work eight (8) hours per day shall be entitled to two (2) fifteen (15) minute breaks each day.

All employees who work from at least six (6) hours per day and up to seven and one-half (7½) hours per day shall be entitled to one (1) fifteen (15) minute break each day.

Break time shall be considered time worked. Break time is not cumulative or reimbursable through compensatory time. Break time must be taken at a time convenient with the immediate supervisor. At the beginning of the work year, the immediate supervisor shall inform each employee in writing of his/her scheduled break time.

The employee shall not be required to take breaks at lunch time.

## **ARTICLE VIII      Employment Conditions**

### **H.      Medical Examination**

Medical examination or x-ray shall not be required of any classified personnel except:

1. Those prerequisites for employment or re-employment shall be at the employee's expense.
2. The medical examination required yearly for continued employment of a bus driver after initial year of employment or re-employment shall be at the expense of the employer. Such employer paid examination shall be conducted by a physician and at a facility designated by the Board. Any employee not using Board designated facilities or physician for required examination shall assume all expense for the required examination.
3. Those medical examinations required for return to employment from sick leave as noted in the Sick Leave Provision shall be at the employee's expense.
4. Those physical or psychiatric examinations required by the Board or its designee for good cause will be at the expense of the Board.
5. Should the physician or psychiatrist find the employee mentally competent and capable of performing the duties and responsibilities of the job, all evidence of the request and examination shall be withdrawn from the employee's personnel file and destroyed if the employee so requests.
6. The employee shall have the right to seek an additional opinion or judgment from a state licensed physician or psychiatrist of the employee's choosing at his/her own expense. The additional opinion or judgment shall also be placed in the employee's personnel file.

### **I.      Supplies**

No classified personnel shall be required to furnish school supplies at their own expense. Every reasonable effort shall be made to assure that equipment provided by the Board is maintained so as to be functionally and mechanically sound.

A perceived supply deficiency shall be reported, in writing, by the employee to his or her immediate supervisor promptly upon discovery. The supervisor will respond in writing to the report in a timely manner.

### **J.      Salesmen**

In no event are salesmen to disturb classified personnel in the classroom, while at a work location, or while involved in work-related activities. Any presentation by a salesman shall be at the end of meetings, and attendance at any sales presentation shall be voluntary. However, an employee, with the approval of the principal, may schedule (with companies having prior payroll deduction approval) a meeting necessary to initiate or maintain the employee's financial payment through payroll deduction. Such meetings may be held before or after school or during the employee's lunch period.

## **ARTICLE VIII      Employment Conditions**

### **K.      Student Discipline**

When a student's behavior causes serious disruption in the classroom or other location, the employee shall report it to the principal/supervising teacher.

An incident referral report shall be completed regarding student discipline problems when no certified employee is on duty, and the school administrator will communicate action taken on referral.

Every attempt will be made to handle bus referrals within twenty-four (24) hours or to provide the bus driver with the status of the referral.

Bus Referrals – If, in the opinion of the bus driver, a student is disrupting regular operation of bus, the driver shall submit a written report of the incident to principal using the appropriate form and may submit a recommended disciplinary course of action. The employee copy of the form will be returned to the employee who submitted the form when the disciplinary action is completed. If not satisfied with the disciplinary decision of the principal, the driver may make a report to the Supervisor of Transportation. If the driver deems the disruptive student poses a clear and present danger to the safety of the driver or other students or the safety of the bus while in operation, the driver has the right to request immediate assistance from the Transportation Office. Such assistance will be provided as soon as possible.

### **L.      Use of Personal Automobiles**

Classified personnel will not be required to transport students in their personal automobiles.

With prior approval of the principal, supervisor or designee, classified personnel will be paid travel reimbursement according to the Board approved rate for the use of their personal automobiles to conduct school business.

### **M.      Use of Staff Facilities**

All staff lounges and restroom facilities at schools and other work locations that are available for use by the professional employees at that school or work location shall also be available for use by classified personnel at that same school or work location during the normal work day.

### **N.      Duty Free Lunch**

A daily lunch period of not less than thirty (30) minutes free from assigned duties shall be provided for all regular full-time classified employees.



## **ARTICLE VIII      Employment Conditions**

### **O.      Safe Conditions**

Each employee shall be furnished a safe place of employment as defined in the laws of Florida and the United States, specifically Florida Statutes 1013.12 and the Florida Workers' Compensation Act, Florida Statutes 440.56, which states:

"Every employer as defined in F.S. 440.02 shall furnish employment which shall be safe for the employees therein, furnish and use safety devices and safeguards, adopt and use methods and processes reasonably adequate to render such employment and place of employment safe and to do every other thing reasonably necessary to protect the life, health, and safety of such employees. As used in this section, the term "safe" and "safety" as applied to any employment or place of employment shall mean such freedom from danger as is reasonably necessary for the protection of the life, health, and safety of employees or the public, including conditions and methods of sanitation and hygiene."

Should it become necessary for a school to be placed under the control and management of an outside agency, classified personnel shall not be required to serve as security personnel.

Employees shall not be required to search for bombs during a bomb threat. However, employees shall visually check their areas of normal responsibility and report any suspicious items to the principal or site administration.

### **P.      Inservice Programs**

In order to assist employees in developing new skills, the Board may require inservice training.

Employees who are required to be enrolled in inservice programs, which cause the employee to travel outside Okeechobee County, shall receive mileage at the Board approved rate.

Employees required by their immediate supervisor to attend local inservice training programs outside the normal working hours shall be paid at the rate provided in the current salary schedule.

### **Q.      Length of Service**

For the purpose of this agreement, length of service will be defined as an employee's length of continuous service with the Board since the hire date. An employee's continuous service in a position shall be broken by voluntary resignation, non-reappointment to a position unless rehired prior to the first contract day of the next school year, termination by discharge, abandonment of a position and retirement.

## ARTICLE VIII Employment Conditions

### R. Vacancies, Voluntary and Involuntary Transfers

**Transfer** shall mean the movement of the employee to a different school or worksite.

**Reassignment** shall mean the change of assignment for an employee within a school or worksite.

**Voluntary Transfer** or reassignment shall mean an employee initiated transfer.

**Involuntary Transfer** or reassignment shall mean an employer initiated transfer or reassignment of an employee.

- 1. Posting of Vacancies:** Known employee vacancies, including new positions occurring at any time shall be posted five (5) days in all school offices and cost centers and listed on the district website.
- 2. Voluntary Transfers:** Employees who wish to make application for transfer shall submit their requests in writing to their immediate supervisor with a copy to the Human Resources Department. Such application shall include, in order of preference, the school/schools or work location desired. Such requests shall remain valid from August 1<sup>st</sup> of any given year until July 31 of the following year. This guideline applies only to those employees who have been reappointed for the following year.

Voluntary transfer requests shall be given priority consideration over new employees.

The primary criteria to be considered in order of priority are: (1) specific needs of the program or school center, (2) individual skills and abilities of potential applicants, (3) performance appraisals and attendance, and (4) length of service.

All employees submitting a transfer request with job-related experience will be granted one face-to-face interview by the principal and/or supervisor per year. This interview shall apply for all positions that may open at that site for any given year as specified in Section R.2. of this article. After the initial interview, all employees who have submitted transfer requests for specified positions will be notified of their consideration for all future positions for which they qualify, as previously stated above, August 1 until July 31 of the following year. All voluntary transfers will be subject to the approval of the receiving principal.

All qualifications being essentially equal, length in service shall be a primary consideration in selection for transfer.

All classified personnel applying for voluntary transfers will be notified in writing within ten (10) days when a decision is made regarding such transfer.

- 3. Involuntary Transfers** deemed necessary by the Board administration shall be made only after the supervisor has met with the employee to state the reasons for such transfer.

## **ARTICLE VIII      Employment Conditions**

### **S.      Reduction in Staff and/or Reduction in Working Hours**

When reductions in staff or reduction in working hours are deemed necessary by the Board, accomplishment will be made as provided by the laws of the State of Florida, the rules of the State Board of Education and the policies of the Board. When such determination is made, the Board will apply the following procedures.

1. Specific needs of the district shall be established and considered.
2. The individual skills and abilities of potential candidates for reduction shall be reviewed by the responsible supervisor or principals.
3. Performance appraisals and attendance shall be considered.
4. If all above factors are substantially equal, length of service in the district shall be the determining factor.

A list of those employees being released because of reduction in staff will be made available to the Association.

### **RECALL**

Laid off employees shall be recalled in inverse order of lay off to positions for which they are qualified.

Following a reduction in classified personnel, employees will be recalled in the first available position for which they are qualified in the inverse order of layoff during twenty-four (24) months from the date of layoff. For the purposes of recall, notices will be mailed to the last address of record for the employee.

### **T.      Resignation Procedure**

An employee who is resigning shall submit his resignation in writing. Resignation notices shall include the date the resignation is submitted, the effective date of the resignation, and the reason for resigning. Any employee who without written approval of his supervisor fails to provide at least two (2) weeks' notice shall be considered to have resigned in poor standing and may not be eligible for re-employment privileges.

An employee who wishes to resign in good standing shall give his immediate supervisor and the Superintendent written notice at least two (2) weeks prior to his last duty day. The Superintendent or his designee may agree to a shorter period of time in unusual circumstances.

The Superintendent may determine that any employee shall have good standing upon resignation in those situations where the supervisor had denied the employee's request for a shorter period of time.

### **U.      Retirement Procedure**

An employee who is retiring is required to go to the Finance Department for exit processing. Failure to do so will delay payment for any benefits the employee might otherwise be entitled.

## **ARTICLE VIII      Employment Conditions**

### **V.      Lunchroom Substitutes**

The Board agrees that a reasonable attempt will be made to provide a substitute lunchroom worker when a regular lunchroom worker is absent.

### **W.      Emergency School Closing**

When an emergency school closing results in a day or days off for employees, the Board shall discuss proposed amendments to the calendar with the Association President and/or designee.

### **X.      Substitute Paraprofessionals**

A reasonable attempt will be made to provide a substitute for all full time Pre-K paraprofessionals and paraprofessionals in the following ESE classifications: Profound, Trainable, EBD, and Pre-K Handicapped.

### **Y.      Extracurricular and Field Trips**

The Superintendent's designee will make all extracurricular and field trips assignments within the following guidelines:

1. Drivers in good standing who wish to drive for extracurricular and field trips may sign up at the beginning of each semester. Drivers that consistently take trips that are offered to them shall have priority over those that refuse assignment of trips.
2. Full-time school bus drivers employed by the Board shall have priority in applying for extracurricular and field trip assignments to be made during the drivers' off-duty hours or when a permanent substitute is available, except when the coach or club sponsor of that team or club volunteers to drive, resulting in no cost to the district, club or athletic program. At least once each year, a teacher or coach shall be assigned a trip to ensure they continue to meet the qualifications to maintain their license to drive a school bus.
3. Drivers will not be assigned to work more than 40 hours per week, including the assigned daily route and all other trips, unless approved by the Superintendent.
4. The Superintendent's designee will make a reasonable attempt to assign trips in a manner which balances the amount of accrued hours for extracurricular and field trips for those drivers who consistently take trips that are offered to them.
5. Daily shuttle trips which can normally be completed within the minimum work day of a driver are considered to be a part of the assigned daily route and will not be counted as extracurricular or field trips.

### **Z.      Cleaning School Buses**

Drivers shall be responsible for cleaning the interior of the bus and shall not be responsible for cleaning the exterior of the bus.

A bus driver shall not be responsible for refueling or cleaning the interior of a bus following a field trip or similar activity for which he or she did not operate the bus. If a bus is found in need of fuel or cleaning, the Supervisor must be notified by the driver immediately.

## **ARTICLE VIII      Employment Conditions**

### **AA.   Employee Sick Leave Bank**

The purpose of establishing a sick leave bank is to provide all employees of the Board an emergency pool of sick leave days for catastrophic illness or injury above and beyond those days available from the member's accumulated sick leave and vacation leave provided the employee.

#### **CONDITIONS AND PROCEDURES**

1. Anyone classified as a full time employee of the Okeechobee School Board who has been employed for a minimum of one (1) full year of creditable service immediately prior to application for membership and who has a minimum of four (4) days accrued sick leave shall be eligible for membership in the bank.
2. The window entry period for initially contributing to the bank shall be between September 1 and September 30 of each year.
3. Each new member shall voluntarily contribute one (1) day of newly earned sick leave during the window entry period.
4. The sick leave bank will not come into existence until at least one hundred fifty (150) days are deposited.
5. The following conditions shall control the operations of the sick leave bank and the right of employees to utilize the bank:
  - a. Each participant upon deletion of his/her sick leave and vacation leave available shall be eligible to apply for extended days drawn from the bank at the rate not to exceed forty (40) days during the course of the employee's employment with the School Board. (Exceptions: Those participants who are in the DROP Program will be eligible to apply for extended days drawn from the bank at the rate not to exceed forty (40) days, reduced by 20% each year they are in the program.) The employee may reapply to the Sick Leave Bank for an additional forty (40) days after waiting a ten-year period from the date of his last used day approved by the Sick Leave Bank.
  - b. The illness or injury must have caused absence from work without pay at least ten (10) consecutive work days. Fragmentary sick leave days in excess of sick leave will not be honored by the bank.
  - c. Sick leave or vacation leave earned during the ten (10) days absence without pay or during use of days drawn from the sick leave bank, will be credited to the employee's leave record to be used after the approved days from the bank have been depleted.
  - d. An application must be made to the sick leave bank committee, submitting a medical certificate and justification for protracted leave. The committee may request an opinion from a second doctor. Cost of the second opinion shall be the responsibility of the applicant.
  - e. The bank shall be applicable to the illness or injury of the employee and not to the illness, injury or death of any other person.

## **ARTICLE VIII      Employment Conditions**

### **AA. Employee Sick Leave Bank    *(Continued)***

- f. Exclusions from the Sick Leave Bank shall be elective surgery, maternity, and any self-inflicted illness or injury, and any job related illness or injury.
  - g. In the event of death of the participant, any remaining days applied for and approved from the sick leave bank will terminate as of that date.
  - h. Misuse of the pool shall be investigated and penalty assessed in addition to repaying days drawn from the bank.
- 6. Any employee withdrawing sick leave from the bank shall not be required to replace those days except as a regular contributing member to the bank.
  - 7. All participating members shall contribute one (1) day if by September 30th of each year the bank balance reaches below one hundred fifty (150) days. No further contributions shall be required of participating members unless the Bank is depleted below seventy-five (75) days. In such case, all participating members shall be required to contribute an additional day to the pool each time the bank is depleted below seventy-five (75) days. Participating members who do not have an additional day accrued at the time of replenishment may contribute the next available sick leave day and remain eligible for membership in the Bank.
  - 8. Any participating employee who chooses to no longer participate in the sick leave pool shall not be eligible to withdraw any sick leave already contributed to the bank.
  - 9. In the event the sick leave pool is terminated, all unclaimed sick leave days shall be returned to participating members where possible. Return of days will be accomplished equally to those members who have not utilized the pool claims.

### **COMMITTEE FOR EMPLOYEES SICK LEAVE BANK**

#### **MEMBERSHIP**

The committee shall have a total of six (6) members. The committee shall be composed of two (2) teachers, two (2) classified personnel appointed by the Association President, and two (2) members appointed by the School Superintendent.

#### **RESPONSIBILITIES**

The Committee shall screen and approve or disapprove users of the sick leave bank. The Committee will review all withdrawal applications. Any denials will be explained. A minimum of four (4) signatures will be required for all approvals.

The Committee may request the opinion of a second doctor in making a determination to grant use of the sick leave bank. The cost of said second opinion shall be the responsibility of the applicant.

A completed application, together with a medical certificate and justification for withdrawal from the bank must be submitted to the committee by the participating sick leave bank member or guardian. The applicant shall indicate the total number of days anticipated, in excess of sick leave to be absent from work.

## **ARTICLE VIII      Employment Conditions**

### **BB. Summer School**

#### **1. Summer School Bus Driver and ESE Bus Aides**

Assignments to summer school routes shall be based upon the following criteria:

- a. The applicant must be qualified and have driven and/or worked in the district during the regular school year and be reappointed with plans to return for the following school year. A driver must hold a valid Florida CDL (Commercial Driver's License.)
- b. Priority will be given applicants with satisfactory ratings in all areas on their evaluation form. Priority will be given to applicants who have not been assigned a route for summer school within the last five (5) years. Current employment date will be used for this calculation if applicant has no summer experience. In the event enough applicants do not apply, the five (5) year time frame may be waived with positions given to those who worked in the most distant past.
- c. Employees who serve as ESE drivers and ESE bus aides during the regular school year shall have priority in placement as ESE drivers and ESE bus aides for summer school
- d. Once all driver positions have been assigned and all interested ESE bus aides have been assigned, other drivers who have had experience as an ESE driver or ESE bus aide and want to work shall be given first consideration as ESE bus aides or ESE drivers using the above criteria. If positions are still available following assignment of these employees, then other drivers shall be hired based on the above criteria.

#### **2. Other Conditions for Summer School/District Summer Programs – Bus Drivers and ESE Bus Aids**

- a. Drivers and ESE bus aides employed for District summer programs and who work one (1) day over half of the month shall be credited with one (1) additional sick leave day.
- b. Bus drivers and ESE bus aides who work District summer programs shall be guaranteed four (4) hours a day at the current rate.

#### **3. Paraprofessional and Food Service Summer School/District Summer Programs**

- a. Paraprofessional and Food Service applicants will be considered based on the following:
  - 1) Specific needs of the school district.
  - 2) The individual skills and abilities of potential candidates.
  - 3) Satisfactory performance appraisals and attendance.
  - 4) Priority will be given:
    - a) To those who have been employed in the district during the regular school year and reappointed with plans to return for the following year.
    - b) To those applicants who have not worked summer school within the last five (5) years. Current employment date will be used for this calculation if applicant has no summer experience.
- b. In the event enough applicants do not apply, the five (5) year time frame may be waived with positions given to those who worked in the most distant past.
- c. Paraprofessionals and food service workers employed for summer school/District summer programs and who work one (1) day over half the month shall be credited with one (1) additional sick leave day.

## **ARTICLE VIII      Employment Conditions**

### **CC.    School Calendar Committee**

The Association may appoint one (1) classified representative from the Transportation/Food Service/Maintenance Departments and one (1) classified representative from the District Office to the School Calendar Committee.

All proposals for the calendar shall be developed at committee meetings, and personnel from each school/worksites shall vote on proposals and share the number of votes cast with the district committee. A procedure for voting will be agreed upon by the calendar committee. The proposal with the greatest number of votes from all schools/worksites will be the one presented to the Superintendent.

The school calendar shall be a part of the Agreement after adoption by the Board; however, the Board reserves the right to make changes in the calendar in the event of an emergency.

The Board and Association agree to discuss all aspects of the official school calendar for years covered by the contractual agreement.

### **DD.    Equitable Duty**

Principals shall make every reasonable effort to insure that duties are assigned in a fair and equitable manner. A written roster of duties shall be posted in a location easily accessible to all personnel, such as teachers' lounge or mailbox area within the first two (2) weeks of school. A copy of this roster shall be provided to the Association at the time of posting.

### **EE.    Checking Email and Electronic Form Submission**

Employees with assigned computers shall be expected to access e-mail correspondence on a daily basis. Employees who do not normally work with computers as part of their regular work duties but are required by their supervisory to check email as the normal means of communication will be provided with a designated computer and sufficient time during the regular workday to so do. Training during regular school hours will be provided to employees on how to access and use the District system. Employees who are not provided with training or a designated computer shall be expected to check written communiqués such as postings on bulletin Boards on a daily basis.

Employees provided with a designated computer and training shall be expected to submit District paperwork or forms via electronic format. Those not trained or provided with a designated computer are not expected to communicate or submit forms via electronic means.



## **ARTICLE IX            Leaves of Absence**

### **A.    Personal Leave With Pay**

A classified employee may be absent six (6) days each school year for personal reasons, including religious holidays, without being required to state the reason. Before or after holidays a reason shall be required and provided further, that personal leave before or after holiday must be approved by the immediate supervisor. Such absences for personal leave shall be charged only to accrued sick leave; leave for personal reasons shall be non-cumulative and shall not create an undue hardship for a particular school or department. All personal leave must be requested at least forty-eight (48) hours in advance, except in an emergency, which must be described to the immediate supervisor.

### **B.    Emergency Leave**

Should a classified employee be unable to return to work as scheduled due to incidents of natural disaster such as hurricanes, said employee may request up to two (2) days of emergency leave to be deducted from accrued personal leave.

### **C.    Leave for Medical and Dental Appointments**

Classified personnel may be permitted to leave fifteen (15) minutes before the workday ends for the purpose of a medical appointment a total of four (4) times during the school year. Employees leaving school early under this policy shall not be required to make up the time lost.

Classified personnel shall be eligible to utilize sick leave for the purpose of medical and/or dental examinations. Such leave shall be deducted from accrued sick leave in half or full day units.

The Classified Unit and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken, or not taken by the Board for the purpose of complying with this request.

### **D.    Early Leave from School for Courses**

Classified personnel may be permitted to leave school fifteen (15) minutes before the end of the work day for the purpose of taking courses for college credit. Such courses must be for one of the following reasons:

1.    Update job related skills for advancement.
2.    Part of a planned program for a degree.
3.    Upgrade skills for a promotion.

Classified personnel shall not be permitted to leave early for this purpose more than two (2) days per week. Employees who are permitted to leave early under this provision shall not be required to make up the time lost.

The Classified Unit and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or be reason of action taken, or not taken by the Board for the purpose of complying with this request.

## **ARTICLE IX            Leaves of Absence**

### **E.    Injury in the Line of Duty**

**Injury in the Line of Duty** - Classified personnel shall be entitled to injury in the line of duty leave at regular pay (reduced by the amount of Workers' Compensation received as disability paid by reason of such injury) when absent from duties because of a personal injury received in the discharge of duty.

**Workers' Compensation** - Classified personnel shall be entitled to benefits no less than the benefits to which an employee is entitled under the Florida Workers' Compensation Law.

The term injury means personal injury or death by accident arising out of and in the course of employment, and such diseases or infections as naturally or unavoidably result from such injury. Damage to dentures, eyeglasses, prosthetic devices, and artificial limbs is to be included in this definition only when the damage is shown to be a part of, or, in conjunction with an accident. This damage must specifically occur as the result of an accident in the normal course of employment.

**Duration of Leave and Compensation** - Leave of any such employee shall be authorized for a total not to exceed ten (10) work days for a single accident provided, however, the Board may under such circumstances as would warrant, grant additional injury in the line of duty leave for such term and under such conditions as the Board shall deem proper. Extension of this leave shall not be unreasonably withheld. Injury in the line of duty leave shall not be charged to accumulated sick leave.

**Claims** -- Any such classified employee who has claim for compensation under this section shall file the claim in the manner prescribed in Section 231.40(2), Florida Statutes by the end of the month during which such absence has occurred. The Board shall approve such claims when it is satisfied that the claim correctly states the facts and that such claim is entitled to payment in accordance with the provisions of this section.

### **F.    Illness in the Line of Duty**

Classified personnel shall be entitled to illness in the line of duty leave at regular pay (reduced by the amount of Workers' Compensation received in the form of temporary disability paid by reasons of such injury or illness) for a period of ten (10) days when absence from duties is because of illness from any contagious or infectious disease contracted in school work. An illness in the line of duty leave may be extended beyond ten (10) days by Board approval. The following requirements shall be observed:

1. This provision shall apply only to uncommon diseases such as meningitis and scarlet fever and illness commonly called "childhood diseases" such as chicken pox, mumps, measles, scabies, and lice, etc. This will not include the common cold and influenza or diseases which ordinarily would spread among the total population.
2. A classified employee who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall file the appropriate claim report with the school principal/supervisor.

## **ARTICLE IX            Leaves of Absence**

### **F.    Illness in the Line of Duty    *(Continued)***

3.    Claims for illness in the line of duty shall be approved and payment thereof authorized upon determination that: (1) claimant came in contact with the disease at his/her work location; (2) symptoms of the disease became evident and were diagnosed by a physician during the incubation period of the disease.
4.    It shall be the responsibility of the claimant to furnish conclusive proof of his meeting the above stated guidelines.
5.    In the event of a locally declared epidemic, the Board may omit the above provisions.

### **G.    Personal Leave Without Pay**

Classified personnel may be granted personal leave without pay for a period of time up to one (1) year providing that prior to the leave, reasons are stated in writing, addressed to the Superintendent and countersigned by the principal or immediate supervisor indicating approval or disapproval. Leave for a period of one (1) year shall be requested at least six (6) weeks in advance. Employment at the expiration of leave is contingent upon a vacancy in the employee's area of employment.

It is the employee's responsibility to get approval in advance, except in emergency situations, before absenting himself/herself from duty.

Activities engaged in by an employee while on a leave of absence which are not in keeping with the reasons for which the leave was granted will be cause for termination of employment. Employees may be granted leave of absence without pay providing one of the following conditions is met: (1) it is the purpose of attending a college, university or business school and the employee is enrolled in a full time planned program related to the work of the employee which will benefit the employee and the Okeechobee County School Board; (2) urgent personal business requiring the employee's attention for an extended period, such as settling an estate, liquidating a business and attending court as a witness; (3) for health reasons as verified by a licensed medical physician, (4) childbirth or adoption.

Extensions of leave of absence, not to exceed a total of one (1) calendar year must be approved by the Board upon the approval and recommendation of the Superintendent. Leaves to accept or seek other employment are prohibited.

## **ARTICLE IX            Leaves of Absence**

### **H.    Leave for Union Business**

1.    The Board shall provide up to a cumulative total of thirty (30) days personal leave without pay for representatives of the Association to engage in union business, provided such leave is unrelated to any unlawful activity and provided request or requests for such leave are submitted to the appropriate principal or immediate supervisor no less than five (5) school days in advance.
2.    The Board may grant one (1) year of personal leave without pay, renewable annually upon request for no more than one (1) additional year for the Association President or his/her designee to engage in union business.
3.    Should the Superintendent request the services of the Association President or designee in matters relating to negotiation or administration of the Agreement, the Board will grant leave with pay for the time required. Obtaining and paying for the services of substitutes will be the responsibility of the Board.
4.    In the event the Association encounters a problem in implementing this contract, the President of the Association may apply to the Superintendent for leave with pay for himself/herself or designee during such time to investigate and/or aid in solving such problems. Obtaining and paying for the services of substitutes will be the responsibility of the Board.
5.    If the Association President or his/her designee wishes to attend a conference or workshop that is sponsored by the Department of Education or the Florida Education Association or its national affiliates that is determined to be beneficial to the Okeechobee County School District by the Superintendent, the Association President or designee may apply to the Superintendent for leave with pay for the sole purpose of attending said conference or workshop. Obtaining and paying for the services of substitutes will be the responsibility of the Board.

### **I.    Temporary Duty Leave**

Any regular employee may be assigned to be temporarily absent from his/her regular duties and place of employment for the purpose of performing other educational services, including but not limited to participation in visiting committees for accreditation, school surveys, professional meetings, study courses, workshops. Such temporary assignments shall be at the discretion of the Superintendent or his/her designee. Employees will receive their regular pay and may be allowed expenses as provided by law and regulations of the Board. Such temporary duty shall be considered equal to the regular duties of the individual, and employees performing such assigned temporary duties shall be considered on duty elsewhere.

## **ARTICLE IX      Leaves of Absence**

### **J.      Bereavement Leave**

Classified personnel may be granted two (2) days of Bereavement Leave with pay in the event of the death of the employee's spouse, parent, step parent, father-in-law, mother-in-law, child, step child, legally adopted child, brother, sister, grandmother, grandfather, or grandchild. After the two (2) days, the employee will be allowed to use accumulated sick leave, personal leave with pay, or personal leave without pay contingent upon approval of immediate supervisor when it is determined the needs of the school can be met.

Classified personnel will be allowed to use accumulated sick leave, personal leave with pay, or personal leave without pay, as approved by the immediate supervisor, in the event of the death of the employee's foster parent, foster child, step brother, aunt, uncle, son-in-law, daughter-in-law, step sister, current spouse's parent, current spouse's step parent, current spouse's foster parent, current spouse's grandparent, sister-in-law, brother-in-law.

### **K.      Leave for Elected or Appointed Public Official**

Insofar as not prohibited by law, the Board agrees to provide a one (1) -year leave of absence without pay for classified personnel who are elected or appointed public officials.

### **L.      Family and Medical Leave**

A full time employee may be granted a short term leave of absence of up to twelve (12) work weeks, without pay, during any twelve (12) month period for one or more of the following reasons:

1. Birth of employee's child.
2. Placement of a child with the employee for adoption or foster care.
3. The employee's need to care for a child, spouse, or parent who has a serious health condition.
4. The employee's inability to perform the functions of his/her position because of a serious health condition.

To be eligible for this leave, an employee must have been employed for at least twelve (12) months. The entitlement to leave for the birth or placement of a child begins on the date of birth or placement and expires at the end of a twelve (12)-month period. The maximum aggregate leave entitlement under this provision is twelve (12) work weeks in any twelve (12) month period.

A physician's statement supporting reasons (3) and (4) above must accompany the leave request. The statement must include an estimate as to the amount of time the employee will be needed to care for a child, spouse or parent for reason (3) and the duration of the employee's inability to perform the function of his/her position for reason (4).

An employee may use accumulated sick leave to cover any or all of this leave. After the expiration of this leave, the employee has the right to return to the same or an equivalent position. If the leave is nine (9) weeks or less, the employee shall return to their original assignment. The Board paid portion of the employee's health insurance will continue during this leave. The employee is responsible for paying the employee portion, in advance, to the Finance Office.

It is the responsibility of the employee to notify the immediate supervisor in writing thirty (30) days prior to the expiration of the leave of intent to return to work. Failure of an employee to meet this timeline indicating intent to return to work will be deemed a resignation, unless such failure is due to extenuating circumstances beyond the control of the employee. The determination of the existence of such extenuating circumstances shall be at the sole discretion of the Superintendent.

## **ARTICLE IX            Leaves of Absence**

### **M.    Military Leave**

In compliance with Chapter 115, Florida Statutes, the Board agrees to grant military leave and pay to those employees who are military reservists or in the National Guard and who have been called to active duty in the armed forces of the United States during war between the United States and a foreign government as follows:

1. Employees called to active duty will receive their full civilian pay, in addition to their military pay, for the first 90 days of active duty.
2. After the initial 90 days of active duty, all salary and benefits from the Board shall cease except those required by law.
3. During the active duty period, the employee will accrue experience credit for placement on the salary schedule upon return.

### **N.    Sick Leave**

All classified personnel are credited with four (4) days of sick leave at the end of the first month of employment each year. Thereafter, they will earn one (1) day of sick leave for each month of employment. No employee may earn, during a fiscal year, more than a total of one (1) day of sick leave for each month of employment. If the employee terminates employment and has not earned but used the four (4) days of advanced sick leave available, the Board shall withhold the average daily amount for the sick leave days used but not earned by the employee. There is no limit on the number of days an employee may accumulate. Sick leave is not provided for substitutes or temporary personnel.

An employee shall notify the immediate supervisor prior to the beginning of the work day should it be necessary to take sick leave. Sick leave will be granted for a personal illness, illness of a family member, or death of a member of the employee's immediate family. Any absence in excess of four (4) continuous days or which exceeds eight (8) days in six (6) months may upon request of the employee's immediate supervisor require a doctor's certificate upon the employee returning to work and prior to the issuance of the next payroll warrant. When an employee returns to work after an extended absence of more than eight (8) working days, the doctor's certificate must contain a statement indicating the employee can perform any and all duties normally assigned to the position.

An employee may authorize the use of his/her accrued sick leave by a spouse, child, parent or sibling who is also a Board employee, subject to the following limitations:

1. The recipient may not use the donated leave until all of his/her sick leave and vacation leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool;
2. Donated sick leave under this provision has no terminal value;
3. Accrued sick leave being donated shall be donated at the value the sick leave was earned by the donor.

## **ARTICLE IX            Leaves of Absence**

### **O.    Vacation Leave**

Only twelve-month (12) employees of the School Board shall earn vacation leave with pay in accordance with the following schedule:

- 0-4 yrs. completed service 12 days per yr. - 1.0 days per month.
- 5-9 yrs. completed service 15 days per yr. - 1.25 days per month.
- 10 yrs. and up completed service 18 days per yr. -1.5 days per month.

A year of creditable service shall be based on the fiscal year and shall be defined as not less than one (1) day more than one-half ( $\frac{1}{2}$ ) of a complete year of service.

An employee shall accrue vacation leave on a monthly basis provided the employee has worked or was on paid leave at least one (1) day more than half of the work days during the month. Leave shall be earned from the beginning date of employment. Employees will not be allowed to accumulate more than sixty (60) days of vacation leave at any one time. An employee desiring vacation leave must complete a leave form in advance and obtain the approval of their supervisor at least ten (10) days in advance of the requested leave. The requirement for ten (10) days prior notice may be waived at the discretion of the immediate supervisor. Leaves shall be coordinated with the immediate supervisor and shall not create a hardship on the department.

The immediate supervisor shall schedule vacation giving due considerations to the needs of the school or department and the ability of the remaining staff to perform the work of the department.

A temporary employee shall not earn vacation leave nor be entitled to vacation pay upon separation.

Official holidays occurring during a vacation shall not be charged to vacation time.

An employee moving from one position to another retains accrued vacation.

Employees who have been transferred to another site and who have made requests for vacation leave prior to the transfer shall have such requests honored if prior approval has been given by the supervisor and the Superintendent.

### **P.    Jury Duty and Subpoena Leave**

Classified personnel serving on jury duty shall retain their jury duty pay without loss of their regular school pay if an application for leave is submitted with a copy of the summons and the application is approved.

Classified personnel required by subpoena to miss a regular work day to serve as a witness in court in connection with duties as an employee in the School District of Okeechobee County, Florida, or in a court action in which they are not party to the litigation, shall receive regular pay provided that an application for leave is submitted with a copy of the subpoena and the application is approved. All such leave requests must clearly indicate the reason for the court summons.

An employee who reports for jury duty or subpoena service and is dismissed or released shall report to work for the remainder of the working day.

### **Q.    Leave Day Increments**

Any requested leave taken shall be granted in increments of half or whole days.

### **R.    Spring Break**

Upon written authorization from the immediate supervisor, classified personnel may have the option of taking leave without pay during spring break.

## **ARTICLE X            Organizational Rights**

### **A.    Meetings and Visitations**

Association building representatives or other designated Association representatives may seek permission in advance of school/worksite meetings from the principal or supervisor to make brief announcements at the conclusion of the meetings. With such permission and upon adjournment of a meeting, the building representative(s) will be given an opportunity to meet with bargaining unit members if these members choose to remain for such meeting. The Superintendent shall direct principals or supervisors to grant the requested permission except in cases of emergency. An emergency shall be defined as a serious, unexpected situation that demands immediate attention.

Association members may hold meetings on campus before or after the classified employee normal workday, provided such meetings do not conflict with other school activities or assigned duties of classified personnel.

When special custodial service is required, the Board may assess a reasonable charge. Such meetings shall be scheduled with the worksite principal or immediate supervisor.

Representatives of the Association may visit with employees regarding Association business at school locations before and after their normal workday or during the lunch period, insofar as such visits shall not conflict with other school activities or assigned duties of classified personnel. Association representatives may visit school locations at other times subject to the approval of the Superintendent.

In any event, Association representatives shall request permission from the principal or immediate supervisor at the time of entry on school premises.

The Classified Unit and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken, or not taken by the Board for the purpose of complying with this request.

### **B.    Directories and Information**

Upon request, the Board shall make available to the Association existing classified personnel lists and any other available documents that are subject to the Public Records Law.

### **C.    Contract Information**

Following contract negotiations, the Association will develop handouts for the bargaining unit outlining the changes to the Agreement subject to ratification. The District shall permit electronic distribution of this information to the bargaining unit.

### **D.    Release Time for School Board Meetings**

Release time shall be provided for the Association President or representative to attend Board meetings held during the normal workday. Such representative shall notify his or her individual principal or supervisor of intent to attend said meeting at least two (2) working days in advance.



## **ARTICLE X            Organizational Rights**

### **E.    Deduction of Association Dues and Uniform Assessments**

In compliance with Chapter 447.303, Florida Statutes, all Association dues and uniform assessments shall be deducted and collected by the Board from the salaries of those employees giving written authorization to the Board for the deduction of such dues and uniform assessments. The authorization shall be revocable at the employee's will upon thirty (30) days written notice to the Board and the Association.

Employees shall give the Board and the Association thirty (30) days prior written notice authorizing any change in the amount of money to be so deducted from the salaries of such employees.

The Association shall not violate Chapter 106.15, Florida Statutes, in the use of the dues and assessments deducted, collected, and paid to it by the Board.

### **F.    Bulletin Boards**

The Association shall be permitted use of a bulletin board designated by the principal or immediate supervisor for posting matters relating to Association business in each school or cost center.

### **G.    Mailboxes**

The Board will furnish and/or designate mailboxes for all classified personnel, and the Association shall be permitted use of such mailboxes.

## **ARTICLE XI        Salaries**

### **A.    Experience Credit**

Classified personnel having served one day over half their work year in Okeechobee County during the preceding school year and who received a satisfactory rating on their evaluation shall be eligible to be granted one (1) step on the salary schedule.

### **B.    Payroll Deductions**

Due to necessary deductions, take home pay will be less than the salary. Required deductions include federal income tax, social security, and retirement. Other deductions may be withheld upon request by the employee. These include additional insurance, credit union, annuities, Association dues, etc.

### **C.    Pay Periods**

All classified employees shall be paid on a semi-monthly basis and shall receive twenty-four (24) equal payments.

Each check represents work for the previous pay period. Normally there is about a one (1) week time period between the end of the pay period and payday. Persons starting late in the pay period, and whose employment papers have not been signed by the employee, may not receive a check for the first payday after commencing employment. Should a check not be issued on the payday following employment, the subsequent check will reflect time worked in the preceding pay period.

When a payday falls on or during a school holiday, school calendar vacation period, or weekend, classified personnel shall receive their paychecks on the last previous workday.

Deductions for Association dues, life insurance, health insurance, credit union, United Way, and annuities shall be divided equally according to the number of paychecks.

Classified personnel who work 196 days according to the Classified Pay Grade Summary Sheet (Article XI.E) shall receive the equivalent of one (1) paycheck at the conclusion of the fourth work day or August 15, whichever is later, provided that all required information is on file in the Human Resource Office by August 1. Three (3) paychecks shall be issued on May 15, two (2) checks shall be issued on May 31, and one (1) final paycheck shall be issued no later than June 15.

Classified personnel who work 187 or 190 days according to the Classified Pay Grade Summary Sheet (Article XI.E.) shall receive paychecks on the same dates as Classified Personnel who work 196 days provided that all required information is on file in the Human Resource Office by August 1.

Classified personnel who work 213 or 229 days according to the Classified Pay Grade Summary Sheet (Article XI.E.) shall receive the equivalent of one (1) paycheck on August 15, provided that all required information is on file in the Human Resource Office by August 1. Three (3) paychecks shall be issued on June 30.

**ARTICLE XI      Salaries**

**D.    Classified Salary Schedules**

<b>2014-2015</b>				
<b>Okeechobee County Schools</b>				
<b>Classified Salary Schedule</b>				

Steps	Pay Grade 1	Pay Grade 2	Pay Grade 3	Pay Grade 4
1	0.00	0.00	0.00	0.00
2	9.00	10.55	11.60	14.15
3	9.25	10.85	11.95	14.55
4	9.50	11.15	12.30	14.95
5	9.75	11.45	12.65	15.35
6	10.00	11.75	13.00	15.75
7	10.25	12.05	13.35	16.15
8	10.50	12.35	13.70	16.55
9	10.75	12.65	14.05	16.95
10	11.00	12.95	14.40	17.35
11	11.25	13.25	14.75	17.75
12	11.50	13.55	15.10	18.15
13	11.75	13.85	15.45	18.55
14	12.00	14.15	15.80	18.95
15	12.25	14.45	16.15	19.35
16	12.50	14.75	16.50	19.75
17	12.75	15.05	16.85	20.15
18	13.00	15.35	17.20	20.55
19	13.25	15.65	17.55	20.95
20	13.50	15.95	17.90	21.35
21	13.75	16.25	18.25	21.75
22	14.00	16.55	18.60	22.15
23	14.25	16.85	18.95	22.55
24	14.50	17.15	19.30	22.95
25	14.75	17.45	19.65	23.35

District Longevity Stipend for Top Step Only	Amount
0-5 years	\$2,150
6-10 years	\$2,200
11-15 years	\$2,250
16-20 years	\$2,300
21-25 years	\$2,350
26+ years	\$2,400

Employees moving to the top step of the salary schedule in the 2014-2015 school year are entitled to step movement only and are not eligible to receive a longevity stipend.

**ARTICLE XI            Salaries**

**E.    Classified Salary Schedules**

**2014-2015**

**Classified Pay Grade Summary Sheet**

PAY GRADE	SLOT GROUP	POSITION	BEGINNING STEP	DAYS WORKED*	HOURS WORKED
1	A	Bus Aides	8	187	Varies
1	B	Clerk/Clerical Aide	8	249	7.00
1	C	Clerk/Clerical Aide/Media Aide	8	196	7.00
1	D	Custodian II\Perm Sub	7	249	7.50
1	E	Food Service Van Driver	2	190	4.00
1	F	Food Service Workers	2	190	4.00
1	G	Food Service Workers/Perm Sub	2	190	6.00
1	H	Food Service-Assistant Manager	5	190	7.00
1	I	Health Aide	8	196	7.00
1	J	Inst. Aide/Parapro/Monitor	8	196	7.00
1	K	Inst. Aide/Parapro/Monitor	8	249	7.00
1	L	Perm. Sub Teacher Non-Certif.	8	196	7.00
1	M	Perm. Sub Teacher Non-Certif.	8	249	7.00
1	N	Security Monitor	8	196	7.00
2	A	Custodian I	8	249	7.50
2	B	Data Processor	2	229	7.50
2	C	Data Processor	2	249	7.50
2	D	District Office Bookkeeper	2	249	8.00
2	E	District Office Bookkeeper	2	229	8.00
2	F	District Office Secretary	2	249	8.00
2	G	District Office Secretary	2	229	8.00
2	H	Interpreters Certified	7	196	7.00
2	I	Interpreters Non-Certified	4	196	7.00
2	J	School Bookkeeper	2	249	7.50
2	K	School Bookkeeper	2	229	7.50
2	L	School Bookkeeper	2	213	7.50
2	M	School Receptionist	2	213	7.50
2	N	School Secretary	2	249	7.50
2	O	School Secretary	2	229	7.50
2	P	School Secretary	2	213	7.50
2	R	Transportation Routing Specialist	2	249	8.00
2	S	Transportation Training Specialist	2	249	8.00
3	A	Advocate	6	213	8.00
3	B	Attendance Officer	2	187	7.50
3	C	Bus Driver Type 1	2	187	4.00
3	D	Bus Driver Type 3\Perm Sub	2	187	6.00
3	E	Maintenance (General)	2	249	8.00
3	F	Maintenance Specialist 2	2	249	8.00
3	G	Mechanic's Helper\Perm Sub	2	249	8.00
3	H	Warehouseman	2	249	8.00
4	A	Maintenance Assistant Foreman	2	249	8.00
4	B	Maintenance Specialist 1	2	249	8.00
4	C	Mechanic	2	249	8.00
4	D	Technology Specialist	2	249	8.00

\*See Article XI, J.

**ARTICLE XI            Salaries**

**F.    Classified Supplemental Salary Information**

**2014-1015  
Classified Supplemental Salary Information**

No experience shall be allowed for any work-related courses or programs taken while enrolled as a secondary student in which high school credit is received.

One (1) step on the schedule shall be granted for each year of related experience up to a maximum of five (5) years. Two (2) years of college credit (60 semester hours) may count as one (1) step on the schedule. However, combined college credit and related experience may not exceed a total of five (5) steps on the schedule. Notwithstanding the above, no new employee hired will be placed on a step, based on experience, above current board employees with equal experience.

Current employees moving from one job position into another position, either within the same pay grade column or from one column into another, shall be granted the greater of *either*, (1) the maximum years of verified, related experience and/or college credit for placement on the schedule as would be granted for any new hire coming into the District, *or*, (2) the employee's current hourly rate of pay except no payment or placement shall be higher than the top step of the new pay grade. New hires to the District have a time period of ninety (90) days from their initial date of hire to provide verification for *all* work-related experience. This includes experience verification for the initial position into which the employee is hired as well as experience the employee may want the District to consider for future job positions. Work experience verification is the responsibility of the employee. No experience will be granted that is not disclosed on the original employment application. All new hires will be notified in writing of the need to include and to verify all work experience for future positions in the initial application for employment.

<b>Supplement</b>	<b>Amount</b>
Head Mechanic	\$ 150.00 per month
High School Head Custodian	\$ 204.00 per month
Middle School Head Custodian	\$ 102.00 per month
Elementary School Head Custodian	\$ 57.00 per month
Food Service Workers (4 hours)	\$ 180.00 per approved course up to 6 courses
Food Service Workers (6 hours)	\$ 180.00 per approved course up to 6 courses
Food Service - Assistant Manager	\$ 180.00 per approved course up to 6 courses
Assistant Manager at Base Kitchen-Satellite Schools	\$ 288.00 per year
Leader Teacher Aide for Pre-Kindergarten Program	\$ 77.00 per month
Leader Elementary Computer Aide, Art, Credit Retrieval & Remediation and Other Aides in Free-Standing Classrooms	\$ 51.00 per month
Paraprofessionals or Aides who are assigned to change diapers/perform catheterization	\$ 75.00 per month
Paraprofessionals who hold a 2-year college degree or have passed the Para-Pro Test and work in the classroom with students as part of their regular assignment	\$ 100.00 per month
Aides assigned to teachers of Intensive Emotional Behavior Disorder, Extended 9 <sup>th</sup> Grade, Secondary School Discipline Program students, NBA	\$ 500.00 per year
Migrant Advocates with 4 year college degree	\$ 1,000.00 per year
Mechanics – for each ASE Certification (up to 7)	\$ 250.00 per year
IT Dispatcher	\$ 100.00 per month
Non-Probationary, 6-Hr., Permanent Sub Bus Drivers	\$ 100.00 per month

## **ARTICLE XI        Salaries**

### **F.    Classified Supplemental Salary Information    *(Continued)***

Food service workers shall be paid the supplement on a pro-rated basis beginning the next regularly scheduled payroll period following submission of paperwork verifying completion of the coursework.

Paraprofessionals or aides who are assigned to change diapers shall be given annual training by the District regarding proper procedures for this job duty.

#### **Bus Driver Type 1/Bus Driver Type 3/Perm Sub/Bus Aide**

Bus drivers and bus aides for in-town field trips will receive \$11.50 per hour with a minimum of two (2) hours pay. Bus drivers and bus aides for out-of-town field trips will receive \$45.00 per trip or \$11.50 per hour, whichever is greater. On over-night trips bus drivers and bus aides will receive \$45.00 per trip or \$11.50 per hour for actual driving time whichever is greater, plus per diem or subsistence.

If a driver misses their regular run because of a field trip, the driver will receive no less than their daily rate of pay or \$50.00 per trip or \$11.50 per hour whichever is greater.

Any out-of-town trip pay will include a half-hour pre-trip and a half-hour post-trip to allow for the driver's pre- and post-trip inspections.

Bus drivers and bus aides will receive \$11.50 per hour for time over their normal work day.

Type 1 - route maximum of 4 hours including 1/2 hour pre and post trip inspection, paperwork and travel.

Type 3 - route maximum of 6 hours including 1/2 hour pre and post trip inspection, paperwork and travel.

Bus Driver Mentor to receive a supplement of \$450.00. This position is appointed annually. Any driver interested in this position may so inform the Supervisor of Transportation prior to May 31.

**ARTICLE XI            Salaries**

**G.    Salary Schedule – Differentiated Pay**

**2014-2015  
OKEECHOBEE COUNTY SCHOOL BOARD  
SALARY SCHEDULE IB  
DIFFERENTIATED PAY**

POSITION	ALLOCATION	2014-2015 AMOUNT
High School Athletic Director	1	5,000
Middle School Athletic Director	2	1,550
Varsity Football Coach	1	5,000
Assistant Varsity Football Coach	5	2,730
JV / 9th Grade Football Coach (Payment: if participating, 80% Fall / 20% Spring)	4	2,100
Weight Lifting Coach	1	1,300
Varsity Flag Football	1	1,300
Assistant Varsity Flag Football	1	650
JV Flag Football	1	1,000
Varsity Soccer Coach	2	2,900
JV Girls/Boys Soccer Coach / Asst. Varsity Soccer Coach	2	1,710
Middle School Soccer Coach	2	1,700
Middle School Assistant Soccer Coach	2	850
Varsity Basketball Coach	2	3,200
JV Basketball Coach	2	2,100
9th Grade Basketball Coach / Asst. Varsity Basketball Coach	2	1,600
Middle School Basketball Coach	4	1,600
Middle School Assistant Basketball Coach	4	875
Varsity Baseball Coach / Softball Coach	2	3,200
Assistant Varsity Baseball Coach / Softball Coach	2	2,175
JV Baseball Coach / Softball Coach	2	2,100
9th Grade Baseball Coach / Softball Coach	2	1,600
Varsity Track Coach	2	2,700
Varsity Cross Country Coach	1	1,800
Assistant Varsity Track and Field Coach	1	1,750
Varsity Tennis Coach	2	1,600
Varsity Wrestling Coach	1	3,200
Assistant Varsity Wrestling Coach	1	1,600
Varsity Golf Coach	2	1,600
Varsity Volleyball Coach	1	3,200
Assistant Varsity Volleyball Coach	1	1,600
JV Volleyball Coach	1	1,750
9th Grade Volleyball Coach	1	1,500
Middle School Volleyball Coach	2	1,600
Middle School Assistant Volleyball Coach	2	800
Varsity Bowling Team Coach	1	1,600
Varsity Swimming Coach	1	2,500
Assistant Varsity Swimming Coach	1	1,700
High School Agriculture Teacher	2	1,700
Freshman Campus Agriculture Teacher	1	1,700

**ARTICLE XI            Salaries**

**G.    Salary Schedule – Differentiated Pay    (Continued)**

<b>POSITION</b>	<b>ALLOCATION</b>	<b>2014-2015 AMOUNT</b>
High School Band Director	1	5,000
Assistant High School Band Director	1	2,000
Varsity Cheerleader Sponsor	1	3,200
JV Cheerleader Sponsor	1	1,300
9th Grade Cheerleader Sponsor	1	1,000
High School Auxiliary	1	1,400
Senior Class Sponsor	2	1,500
Junior Class Sponsor	2	1,300
Sophomore Class Sponsor	2	500
Freshman Class Sponsor	2	500
High School Student Council Sponsor	1	1,100
High School Yearbook Sponsor	1	1,400
High School Journalism Sponsor	1	1,150
High School Drama Sponsor	1	1,550
High School Academic Team Sponsor	2	500
High School Audio/Visual Coordinator	1	700
Freshman Campus Student Council Sponsor	1	650
Freshman Campus Journalism Sponsor	1	650
Middle School Agriculture Teacher	2	1,700
Middle School Band Director	2	1,700
Middle School Pep Squad Sponsor	2	600
Middle School Steppers Coach	2	550
Middle School Student Council Sponsor	2	800
Middle School Yearbook Sponsor	3	800
Elementary Yearbook Sponsor	5	600
Elementary Student Council Sponsor	6	350
K-5 Split Class to Meet Class Size Reduction	10	750
Teachers of Intensive Emotional Behavior Disordered Students	4	1,000
Teachers: Middle School Discipline Program	1	1,000
Teachers: High School Discipline Program	1	1,000
Teachers: Critical Shortage Areas	215	600
Teachers: Highest Poverty Area School	55	400
Teachers: Title I Schools (Not Including Highest Poverty)	250	100
Teachers: Schools That Earned an "F" or 3 Consecutive "D's"		100
District Math/Computer Contact Person	1	1,000
District Science Contact / Science Fair Person	1	1,300
Department Head, Grade & Pod Chairman, Team Leader	72	1,400
Peer Teacher/Mentor Teacher	50	800
Middle School Department Head	14	1,400
Osceola 5 <sup>th</sup> Grade Department Head	1	1,050
School Level Computer Contact Person	29	700
Teacher Serving as Bus Driver, Alt. Prog/SED Center	2	1,300
High School Dean	2	3,100
Middle School Dean	3	1,700
ROTC Drill and Ceremony Coach	2	1,300
ROTC Competition Coach	2	1,170

\*Normal: If a school wishes to deviate from the normal allocation, such request shall be made in writing to the Superintendent.



**ARTICLE XI            Salaries**

**H.    Classified Salary Schedule No. 30**

**2014-2015  
Okeechobee County School Board  
Salary Schedule No. 30  
After School and Summer Program - Classified Personnel  
Inservice Participation – Classified Personnel**

Part-Time Non-Certified Instructors and Dropout Recruiters .....	\$10.00 per hour
After School Daycare Leaders .....	\$15.00 per hour
After School Program Aides .....	\$9.00 per hour
Summer School Program Aides and Summer Food Service Workers ....	\$12.00 per hour
Summer School Bus Drivers and Bus Aides.....	\$12.00 per hour
Migrant Advocate Extended Day or Weekend Work.....	\$12.00 per hour
All Translation Services.....	\$12.00 per hour
*Inservice Participation – Non-Instructional Personnel.....	\$8.00 per hour
**Classified Personnel as Inservice Instructors .....	\$24.00 per hour

\*During time other than the normal work day.

\*\*Instructors shall be paid for one (1) additional hour of planning for each eight (8) hours of inservice instruction.

**I.    Classified Salary Schedule No. 34**

**2014-2015  
Okeechobee County School Board  
Salary Schedule No. 34  
Part-Time Pay For Athletic Events**

If volunteers are not used, the following pay scale will be used for athletic events:

**Okeechobee High School**

Workers for Volleyball Matches and Soccer Games.....	\$23.00 per match/game
Workers for Baseball and Softball Games .....	\$23.00 per game
Workers for Basketball Games, Clock Operator & Official Bookkeeper ..	\$23.00 per game
Workers for Wrestling Meets.....	\$23.00 per meet or \$110.00 for all day tournament
Football Game Workers, Ticket Takers .....	\$40.00 per game
Football Game Coordinator .....	\$50.00 per game
Varsity Football Time Keepers .....	\$41.00 per game*
JV Football Time Keepers .....	\$29.00 per game*
Varsity and JV Football Score Keepers .....	\$40.00 per game

\*Set by FHSAA

Compensation for Game Workers for District, Regional or State meets, as well as classic, jamboree and invitational, is determined by the Florida High School Activities Association.

**Middle Schools**

All Sports Workers.....	\$15.00 per game/match
-------------------------	------------------------

Note: New 2011-2012 rates will take effect upon ratification.

## **ARTICLE XI        Salaries**

### **J.    Work Year**

The normal work year and number of days for employees is as indicated on the Classified Pay Grade Summary Sheet; however, an annual review of the calendar may result in adjustment of days due to holidays.

When reduction in the work year is deemed necessary by the Board, accomplishment will be made as provided by the contract provision regarding Reduction in Staff and/or Reduction in Working Hours.

### **K.    Holidays**

A holiday shall be defined as a day employees receive pay but do not work. Days that employees do not work and do not receive pay shall be defined as non-work days.

The following days shall be recognized as holidays for all eleven and twelve-month employees for the 2014-2015 fiscal year:

- \*Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- \*Memorial Day

\* A total of six (6) paid legal holidays shall be provided. Either Independence Day or Memorial Day shall be designated a paid holiday, depending upon employee's work calendar.

All employees will receive six (6) paid holidays.

Employees affected by the reduction in holidays will suffer no loss in pay because of such reduction.

Should a holiday occur during a time when an employee is on sick leave, the sick day shall not be charged to the employee.

Official holidays occurring during a vacation shall not be charged to vacation time.

## **ARTICLE XI            Salaries**

### **L.    Annual Payment for Accumulated Sick Leave Days**

The Board agrees to pay any employee a percentage of his/her daily rate of pay multiplied by no more than five (5) of their unused accumulated sick days on an annual basis, provided that such employee is willing to have those unused sick days deducted from his/her accumulated sick days. It is understood that such payment is limited to available dollars in the fund to be established. The percentage shall be determined as follows:

- Employees with three years of Okeechobee service shall receive an amount equal to thirty-five percent (35%) of their base daily rate of pay for each day.
- Employees with four to six years of Okeechobee service shall receive an amount equal to forty percent (40%) of their base daily rate of pay for each day.
- Employees with seven to nine years of Okeechobee service shall receive an amount equal to forty-five percent (45%) of their base daily rate of pay for each day.
- Employees with ten to twelve years of Okeechobee service shall receive an amount equal to fifty percent (50%) of their daily rate of pay for each day.
- Employees with thirteen or more years of Okeechobee service shall receive an amount equal to seventy-eight percent (78%) of their base daily rate of pay for each day.
- An employee is not eligible for this benefit until after the third year of service in Okeechobee County.

A fund not to exceed \$25,000.00 shall be established for payment of annual accumulated sick days. Any employee seeking payment under the provisions of this policy must obtain an application from his/her principal, supervisor, or county staff administrator and submit such application for payment to the Finance Department. Applications received after April 1, are not valid. If applications for payment of unused accumulated sick days exceed the amount of the fund, such applications shall be considered in the order in which they are submitted and approved.

Any employee applying for payment of accumulated sick leave will not be eligible for the Sick Leave Bank in the coming fiscal year.

### **M.    Separation Pay**

Classified personnel separated by the Board shall be paid all earnings authorized or due within fifteen (15) working days.

### **N.    Salary Information**

The Board shall provide all classified personnel instructions and access, within thirty (30) days of ratification of the Agreement by both parties, on how to electronically access the following personal information on the District server: base pay, years of experience, current step placement on the salary schedule, duty days, holidays, non-work days, and supplement(s). Employees may request and shall be provided with a copy of this information in written format from their supervisor(s).

## **ARTICLE XI            Salaries**

### **O.    Bus Driver/Food Service Workers/Bus Aides Attendance Incentive Bonus**

The Board will provide an incentive bonus of \$37.50\* per pay period to bus drivers and \$30 per pay period for food service workers and bus aides who have no absences on their assigned routes/work assignments, excluding the first pay period of the work year. An extracurricular and/or field trip assignment does not count as an absence from a driver's or bus aide's assigned route.

1. The incentive bonus will be paid the pay period following the pay period in which the bonus was earned.
2. The incentive bonus shall not be awarded if the driver/food service worker/bus aide has any absences in any given pay period, regardless of the reason(s) for being absent, the exceptions being caused by verified Board equipment failure or defect, jury duty, or disinterested party subpoena leave.

\*Less payroll deductions required by law

### **P.    Classified Employee Bonus for Recruitment and Retention of School Bus Drivers/Food Service Workers**

1. In an effort to address the critical need for school bus drivers and food service workers the District is experiencing, the District shall provide a non-recurring bonus for any classified employee who successfully recruits a bus driver or food service worker for the District.
2. Any employee shall be considered eligible for the \$350\* bonus when the following conditions are met:
  - a. Completion of a form indicating knowledge of a potential bus driver or food service worker prior to the employment of the new employee;
  - b. Successful completion of all eligibility and training requirements by the recruit;
  - c. Employment of the recruit by the Board
3. An additional bonus of \$350\* shall be provided to the recruiting employee provided the recruited driver/food service worker remains employed by the District for a period of 187 days.

\*Less payroll deductions required by law

### **Q.    Payment of Salary Schedule 1B/Differentiated Pay**

Payment of supplements/differentiated pay may only be made to individuals who actually perform the duties which correspond to the supplement they receive. Unused supplement monies may not be utilized to increase the amount of pay an individual receives for performance in another or different supplemented position.

## **ARTICLE XII      Miscellaneous**

### **A.    Critically Low Performing Schools Waiver Procedure**

Should a school in the Okeechobee County School District be identified as a "critically low performing school" during the life of this contract, the parties agree to the following waiver procedure:

1. School Improvement Plans will be formulated to address identified problem areas.
2. Remedies contained in such plans that require a waiver of one or more of the provisions of this contract shall follow the Waiver procedure established in Article XII.C.
3. School Improvement Plan provisions which have a direct impact on employees shall be submitted for bargaining as required by Florida Statutes.

If approved by the Association and the Board, such waivers shall become effective as specified by the approving parties but not beyond the life of this contract.

### **B.    Secret Ballots**

The Association building representative or designee shall be present when any secret ballot is tabulated

### **C.    Waiver Procedure**

Should either party desire to change, modify or alter any provision of the Master Contract, the following steps shall be taken.

1. Petition for waiver shall be made in writing by the initiating party to the receiving party.
2. Documentation of the need for waiver shall be included in the petition for waiver.
3. Petitions for waiver shall be submitted by the Superintendent and the Association President to the respective parties for ratification.
4. No implementation of such waivers shall occur until ratified by both parties.

### **D.    Conformity to Law**

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, then such provision shall be replaced by a provision agreed upon by the Board and the Association and made a part hereof as an appropriate amendment to this contract. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE XII      Miscellaneous**

### **E.    Laws Enacted by the Legislature**

The Board agrees to negotiate with the Association the impact upon working conditions of any pertinent law enacted by the Florida Legislature as such laws are implemented. A pertinent law shall be defined as any law that has an effect upon the wages, terms and/or conditions of employment.

### **F.    Entire Agreement**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

### **G.    Terms of Agreement**

This Agreement shall be effective on the first day of July 2014, and shall remain in force to and including the 30th day of June 2017.

**Memorandum of Agreement**  
**between**  
**The Okeechobee County Education Association #1604**  
**and**  
**The School District of Okeechobee County**  
Instructional and Classified Personnel Units

Re: Work Hours and Salary Amounts for Instructional and Classified Personnel at South Elementary School for 2014-15


An agreement has been reached between the Okeechobee County Education Association #1604 (OCEA) and the School Board of Okeechobee County (Board) regarding work hours and salary amounts paid to employees at South Elementary School for the 2014-15 school year. For the 2014-15 school year only, the specific provisions as outlined in this MOA will supersede any existing relevant provisions of the Instructional and/or Classified Contracts for employees at South Elementary School that directly relate to employee hours worked per student day and salary amounts paid under respective employee salary schedules.

Instructional personnel at South Elementary School will work eight and one-half (8½) hours each student day to provide an additional hour of required reading instruction. The only exceptions will be instructional personnel who are not eligible to teach the additional hour of instruction according to F.S. 1011.62(1)(f)(2) and/or those affected by conflicts in the master schedule. Employees who are not eligible under statute to teach the additional hour of instruction shall have a seven and one-half (7.5) hour workday and be paid accordingly, unless specifically designated to work an extra hour to provide class coverage under the school's master schedule. The additional 60 minutes worked per day will be paid at the employee's hourly rate of pay. Days in which students are not in attendance, *i.e.* teacher pre-planning days, teacher workdays, and teacher post plan days, shall be seven and one-half (7.5) hour workdays and be paid accordingly.


Classified personnel designated to work beyond their normal work hours on student days will be compensated at their hourly rate of pay. Classified employees who work more than 40 hours per week will be paid overtime in accordance with the Fair Labor Standards Act. Classified personnel who are not specifically designated to work the additional hour each day will work regular hours as found under the current Classified Contract and be paid accordingly. During days in which students are not in attendance at school, current Contract provisions shall apply, including regular hours of work and rates of pay.

Any additional changes regarding implementation of this Memorandum of Agreement affecting terms and conditions of employment shall be negotiated.

For the Board:

  
\_\_\_\_\_  
Ken Kenworthy  
Superintendent of Schools  
Okeechobee County School Board  
  
7/31/14  
\_\_\_\_\_  
Date

For the Association:


  
\_\_\_\_\_  
Lisa Harwas  
President  
Okeechobee County Education Association #1604  
  
7/31/14  
\_\_\_\_\_  
Date

Approved by School Board

9-9-14 

**ARTICLE XIII      Signature Page**

**ASSOCIATION NEGOTIATING TEAM  
UPON TENTATIVE AGREEMENT**

<u>SIGNATURE</u>	<u>DATE</u>
	<u>9/29/14</u>
<u>Amonte Leonard</u>	<u>9/29/14</u>
<u>Scott L. Bardi</u>	<u>9/29/14</u>
<u>[Signature]</u>	<u>9-29-14</u>

**BOARD NEGOTIATING TEAM  
UPON TENTATIVE AGREEMENT**

<u>SIGNATURE</u>	<u>DATE</u>
<u>[Signature]</u>	<u>9/29/14</u>
<u>[Signature]</u>	<u>9/29/14</u>
<u>[Signature]</u>	<u>9/29/14</u>
<u>[Signature]</u>	<u>9/29/14</u>

**ATTEST UPON RATIFICATION**

<u>SIGNATURE</u>	<u>DATE</u>
<u>[Signature]</u> President Okeechobee County Education Association #1604	<u>10/20/14</u>

**ATTEST UPON RATIFICATION**

<u>SIGNATURE</u>	<u>DATE</u>
<u>[Signature]</u> Chairman Okeechobee County School Board	<u>10-14-14</u>
<u>[Signature]</u> Superintendent of Schools Ex-Officio Secretary to the Okeechobee County School Board	<u>10-14-14</u>



