

**Summary of proposed Changes for**

**The Master Contract**

**between**

**The Santa Rosa County School Board**

**and**

**Carpenters Industrial Council**

**The United Brotherhood of Carpenters and Joiners of America Local Union 1032**

*For new contract period*

*August 11, 2010 to August 10, 2013*

## **Article 1: Agreement**

1.1

a. This Agreement entered into this 12th day of August, ~~2007~~ 2010 by and among the Santa Rosa County School Board, hereinafter referred to collectively as the "Board" and the Carpenters Industrial Council, United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as "Union".

## **Article 2: Recognition**

2.1

The Board hereby recognizes the Union as the exclusive representative for purposes of collective bargaining for its employees in the bargaining unit described in the Public Employees Relations Commission Certification Number 668 of March 19, 1985.

**INCLUDED:** All full-time and regular part-time classified blue-collar employees of the Santa Rosa County School Board in the following classifications: Audio-Visual Technicians I and II, Maintenance Mechanics I and II, Custodians I and II, Food Service Workers, Electricians I and ~~I~~ II, Semi-skilled Labors, Mechanics I and II, Bus Drivers, Warehouse Helpers, Head Custodians I, Painters I and II, Couriers, Carpenters I and II, Block Masons I and II, Flooring Mechanic, Roofers I and II, Plumbers I and II, Trades Helpers, Maintenance Crew Leader, Mechanics Helpers, Boiler Mechanics II, Equipment Operators I, Air Conditioning/Refrigeration Mechanics I and II, Electronics Technicians I and II, Energy Management Technician, Pest Control Operator I, and Warehouse Manager.

## **Article 4: Management Rights**

4.10

Though not required, the School Board may provide uniforms for Cafeteria Workers and School Transportation Department Workers.

## **Article 5: Payroll Deduction and Dues**

5.1

The Board agrees to deduct once each pay period the Union dues of said employees who individually and voluntarily certify in writing on the prescribed Dues Permit Form (Appendix B) that they authorize such deductions. The Financial Secretary of the Union shall notify the Board of any subsequent change in the amount of Union dues to be deducted, and shall so certify. Any change in the amount of Union dues would be effective in reasonable time of a minimum of two weeks to allow the Board to make the necessary technical and administrative payroll changes and program adjustments. ~~The Union also agrees to reimburse the Board the cost of any change in the amount of membership dues at the rate of one hundred dollars (\$100) per change for the total membership. The check to cover the cost shall accompany the letter of change notice.~~

~~It is understood and agreed that the Board shall assess a charge of ten dollars (10.00) per month to the Union for such service. The Board shall remit (by electronic transfer when it become feasible) once each month moneys collected less the \$10.00 service charge to the Financial Secretary of the Union Council by the 28<sup>th</sup> 10<sup>th</sup> of the following month along with a list (with copy to the Financial Secretary of the Union) with names in alphabetical of those employees of whom deduction we made. The Board remittance will be deemed correct if the Union does not give written notice to the Board within thirty (30) calendar days of a remittance receipt of its belief with reasons stated therefore, that the remittance is incorrect.~~

## **Article 7: Safety and Health**

- 7.5 There shall be created an in-house occupational safety committee. The Union shall appoint three members and the School Board shall appoint three members who shall meet ~~from time to time as necessary~~ at least once per quarter to discuss matters relating to safety matters. If these meeting are held outside of normal working hours, such meeting s will be paid at the employee's regular rate of pay. Recommendations developed as a result of meetings of this committee shall be furnished in writing to the Superintendent.
- 7.6 The employer shall have a first aid station at each of its schools or shops and have them suitably stocked with first aid supplies. There will be an effort made to have someone trained in first aid and CPR at each location. A listing of trained employees shall be posted at each station.

## **Article 8: Bulletin Board**

- ~~8.2 — The Union agrees that it shall only use space on bulletin board described above for the following purposes:~~
- ~~a. Notice of Union meetings;~~
  - ~~b. Union elections;~~
  - ~~c. Reports of Union committees;~~
  - ~~d. Recreational and social affairs of the Union;~~
  - ~~e. Minutes of Union meetings;~~
  - ~~f. Organizing material~~
- 8.2 The Union shall have the right to post notices of activities and matters of the Union on its bulletin board. The site administrator shall determine location of the bulletin board in each facility. The Union shall have the right to use the employee mailboxes for the purpose of distributing Union material relating to Union business to employees.
- 8.3 ~~All Union materials placed on the bulletin board shall be signed by a Union officer and copies of any materials to be posted shall be forwarded to the Superintendent or his duly authorized Agent~~

~~for review and approval prior to the posting of any such materials. Any disapproved posting request is subject to the grievance procedure.~~

8.3 A copy of all Union materials placed on the bulletin board shall be forwarded to the Superintendent or his duly authorized Agent.

### **Article 10: Grievance Procedure**

10.5 All grievances must be reduced to writing and ~~must contain the following information:~~ utilizing the form in Appendix C.

- ~~a. Article and section of the agreement alleged to have been violated.~~
- ~~b. A full statement of the grievance, giving facts, dates and times of events, and specific adjustment desired.~~
- ~~c. Signature of aggrieved employee and date signed.~~
- ~~d. Signature of the Union representative (must be an elected official or steward) if the grievant requests Union representation.~~

### **Article 13: Rules And Regulations**

13.3 The Union shall be notified of any change, modification or deletion of said rules, regulations, policy or procedure, affecting wages, hours, or working conditions at least fifteen (15) working days before effective day of any change.

### **Article 16: Vacancies**

16.7 Posting for ~~school board drivers~~ vacant Bus Routes.

### **Article 18: Seniority**

18.3

- ~~f. Is found guilty or admits to violating any criminal or penal statute or enactment and/or repeatedly or seriously breaches any School Board Policy.~~ Pleads no contest to, or is convicted of a felony charge.

## Article 20: Leave With Pay

### 20.1 ANNUAL LEAVE

- g. Annual leave shall be used only with the prior written approval of the appropriate supervisor. Provided further, that annual leave shall not be approved in less than one fourth ( 0.25) hour increments . An employee planning to use annual leave in excess of 2 days shall notify his/her supervisor at least ~~one (1) day~~ seven (7) days in advance, except in an emergency, which can be substantiated by request.
- h. An eligible employee shall forfeit all rights to annual leave benefits if the employee:
1. Is dismissed for just cause.
  2. Pleads no contest to, or is convicted of a felony charge.
  - ~~2. Fails to give proper written notice of at least two (2) weeks of the employee's intent to resign.~~
  - ~~3. Is found guilty of committing any criminal or penal statute or enactment.~~
  - ~~4. Admits to committing any criminal or penal statute or enactment.~~

### 20.2 SICK LEAVE

- h. 9. An employee shall forfeit all rights to sick leave benefits, if the employee:
- (a) Is dismissed for just cause.
  - (b) Pleads no contest to, or is convicted of a felony charge.
  - ~~(b) Fails to give proper written notice of at least two (2) weeks of the employee's intent to resign.~~
  - ~~(c) Is found guilty of committing any criminal or penal statute or enactment.~~

## Article 21: Leave Without Pay

- 21.3 b. Bargaining unit employees will be entitled to 12 weeks of job protected unpaid leave each year provided the employees are employed at least one year before the leave and work at least 62% of their scheduled hours in the year preceding the leave. Such leave will be provided for the reasons set forth in the federal FMLA. This leave shall mirror the guidelines in Article 21A (Family and Medical Leave) except for the required number of hours to work for eligibility. This leave is not available for employees who qualify for leave under Article 21A.

## Article 23: Union Business

- 23.1 ~~The President of the Union or his designee may~~ When requested by the Union, employees will be granted time off Union leave without pay by his/her supervisor or his/her designee to conduct Union business which can only be conducted during working hours, provided a written request is submitted prior to the time off period and such absence would not unduly hamper the operation where such officer is employed. In emergencies, the request may be submitted orally and later confirmed in writing.
- 23.3 When it is necessary for the Union ~~president or vice-president~~ Officials to engage in Union activities directly relating to the Union's duties as representative of the Union personnel which cannot be performed other than during normal school hours, or are the result of an emergency situation as approved by the Superintendent or his/her designee, the ~~Union's president or vice-president~~ Officials may be given temporary duty as is necessary to perform such activities.
- 23.4 ~~Representatives of the Local Blue Collar Union, not to exceed (2) from any one school not to exceed four (4) in the district; not to exceed eight (8) days per school year for any one employee, excluding travel time; may be granted temporary duty for attending activities benefiting the Santa Rosa County School System, if approved by the Superintendent; and provided that the Union pay the cost of substitutes if they are required.~~

## Article 24: Written Communication

- 24.1 Written communications to the Employer from the Union will be answered promptly in writing and vice versa. Written communications between the union and Employer shall be between the President of the Union or his/her designee, and the Superintendent of the School Board or his/her designee.

## Article 28: Hours of Work and Overtime

- 28.2 Except where otherwise specified herein, overtime will be paid at the rate of time and one-half (1+1/2) for all hours worked in excess of forty (40) hours in any scheduled work week for which overtime has not previously been paid. Authorized leave time will **not** be used in computing the hours worked for overtime purposes. It is understood that nothing in this Article shall require payment for overtime hours not worked. The payment of any overtime credit earned shall be in either cash or compensatory time at the discretion of the Superintendent. However, should an employee earn and accrue in excess of 240 hours of compensatory time off after April 15, 1986 the Board will pay cash for any additional overtime hours of work. Any employee who accrues compensatory time off and requests the use of such time will be permitted to use such time within a reasonable period after making the request, provided the use of such time off would not in the opinion of the Board unduly disrupt operations. All compensatory time in excess of ~~120~~ 40 hours shall be used before any annual **or personal** leave can be used. An employee who has accrued compensatory time off shall, upon termination of employment be paid for the unused

compensatory time at a rate not less than the average regular rate received by that employee during the last three (3) years of employment with the Board, or the final regular rate of pay, whichever is higher.

- 28.1 This Article will be construed in conjunction with the provisions of the Americans With Disabilities Act of 1990.

The workday for each full-time, 12 month employee shall be eight (8) hours, and the workweek shall be forty (40) hours during a given 7-day period.

The normal workday and workweek during a given 7-day period for a monthly full-time employee shall be:

Food Service Worker - 7.5 hours per day, 37.5 hours per week, 10 months per year.

Bus Driver and Bus Assistant- ~~5~~ 6 hours per day, ~~25~~ 30 hours per week, 10 months per year.

The two bargaining unit employees, Alice Cody and Patricia Jernigan, who have only been working 5 hours per day, 25 hours per week, will be allowed to maintain their schedule provided they elect to maintain their schedule in writing by March 1, 2010. If these employees fail to make an election within 2 weeks of contract ratification, they shall be scheduled and shall work a minimum of 6 hours per day, 30 hours per week.

Custodian - 8 hours per day, 40 hours per week, ~~11~~ 12 months per year.

The above employees may be contracted with to work hours beyond/below the normal hours established for the position.

Nothing herein shall guarantee an employee payment for a precise number of hours in a work week unless the employee actually works the hours or is on authorized compensated leave. Authorized compensated leave is defined as any leave compensated by the Board pursuant to this Agreement. If any work is performed within their position such work may be offered to the employees in that position on an equal basis including seniority, proximity of employees, and type of bus or equipment and/or skills.

- 28.6 Any employee who is called in to work after his/her regularly scheduled shift or is called in to work during a normally scheduled day off, shall receive compensatory leave at a rate of time and one half (1+1/2) for the greater of four (4) hours, or the employee's actual work time. Any employee called in to work on a paid holiday shall receive a minimum of four (4) hours compensatory leave at the rate specified within this contract.

## Article 29: Wages

29.1 The proposed salary schedule (Exhibit A) will be the new salary schedule for ~~2008-2009~~, 2010-2011 (This represents the same salary schedule paid to all other educational support employees, i.e., teacher aides, secretaries and foremen). Effective July 1, 2008. **Note: This is the same as the ~~2007-2008~~ 2009-10 salary schedule.**

~~29.3 Each employee will be eligible to receive an annual merit increase on July 1 of each year beginning July 1, 1997. All new employees must have completed their probationary period before being eligible for their merit increase. The granting of any merit increase is dependent upon the evaluation of the employee's performance by the Board and the absence or presence of disciplinary action taken against the employee within the preceding twelve month period. All employees who receive an evaluation rating of satisfactory and who have not received any form of disciplinary action within the preceding twelve month period (or who have received disciplinary action which has been dismissed through the grievance or arbitration procedures of this Agreement) shall receive increase, providing for a one step movement within the employee pay range. All employees who receive an evaluation rating of unsatisfactory, or who have received any form of disciplinary action within the preceding twelve month period that has not been dismissed through the grievance or arbitration procedures of this Agreement shall not receive a merit increase unless specifically authorized by the Board. In all references to disciplinary action within this section, such action must be in written form and the employee provided a copy of such action.~~

### 29.3 Wage Agreement for the 2010-11 School Year

It is the school board's desire to acknowledge our employees hard work and creativity by offering a one- time bonus to all bargaining unit employees returning for the 2010-11 school year. The school board is not obligated to continue offering this bonus after the 2010-11 contract year.

The Bonus will paid as follows:

Full Time(more than 4 hours per day) \$700.00

Part Time(4 hours or less per day) \$350.00

29.5 Bus Drivers will be paid from Range 9 Step 2 of the previous year salary schedule for field trips effective with the January 2007 extra-curricular payroll. Drivers for field trips shall be selected from a Field Trip Roster of drivers who have submitted a request to drive for a specific school. This list shall include the names of all drivers (School Board and ~~Laidlaw Transit~~ Contracted employees) who have requested to drive at that school, and shall list the names from highest seniority to lowest seniority. Drivers shall be called on a rotation basis using the order of the names on the list. In assigning bus drivers to field trips, the district has the right to skip an employee if it will cause an employee to go into overtime, or if it interferes with their home to



school route. The drivers not notified according to the Roster shall be paid for the trip. The Roster of all drivers at all schools shall be given to the president of the Union and each month a list of all drivers that have taken a trip shall be given to the president of the Union.

### **Article 33: Duration of Agreement**

- 33.1 This Agreement shall commence and become effective on the 12th day of August, ~~2007~~ 2010, and shall continue in full force and effect until midnight of the 11th day of August, ~~2010~~ 2013. If either party desires to renegotiate this Agreement, it may do so by giving the other party written notice to that effect not less than sixty (60) days prior to August 11, ~~2010~~ 2013.

~~A memorandum of agreement was signed on August 3, 1998, to allow, but not require, the School Board to 33 provide uniforms for Cafeteria Workers and School Transportation Department Workers.~~

### **Appendix A**

Remove on each page: ~~1 STEP EACH YR & SATISFACTORY PERFORMANCE~~



**Appendix C**

**LOCAL 1032 AND SANTA ROSA COUNTY SCHOOL BOARD GRIEVANCE FORM**

Grievance No. 1032 - \_\_\_\_\_ - \_\_\_\_\_ Date \_\_\_\_\_

Grievant(s) \_\_\_\_\_ Phone No. \_\_\_\_\_

Hire Date \_\_\_\_\_ Location \_\_\_\_\_

Classification \_\_\_\_\_ Wage Rate \_\_\_\_\_ Date Grievance Occurred \_\_\_\_\_

Informal (Must occur within 15 workdays of event(s)) \_\_\_\_\_ with \_\_\_\_\_  
(Meeting Date)

If issue was not resolved complete the following and submit to Step 1 within 15 workdays of the event(s).

Who was involved?

\_\_\_\_\_  
\_\_\_\_\_

What Happened?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When and Where did this happen?

\_\_\_\_\_  
\_\_\_\_\_

What is the Violation (specify contract article, policy, etc.)?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use additional pages if needed)

Adjustment Desired \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The Undersigned, aggrieved employee having processed his grievance in accordance with Article 10, Grievance Procedure, does hereby appeal this grievance and assigns to Local 1032, this grievance for final agreement and/or disposition.

(Signature of Grievant)

(Signature of Steward)

Date submitted (must be within 15 workdays of event(s)) \_\_\_\_\_

Submitted to \_\_\_\_\_ Received by: \_\_\_\_\_  
(Signature)

Disposition at Step 1 (Supervisor's answer must be within 5 workdays of meeting): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Date)

(Supervisor's Signature)

Accepted \_\_\_ or Appeal within 5 workdays of answer-Step 1 \_\_\_\_\_

(Date)

(Steward's Signature)

Submitted to \_\_\_\_\_ Received by: \_\_\_\_\_

(Signature)

Disposition at Step 2 (Assistant Superintendent of HR's answer must be within 7 workdays of meeting): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Date)

(Assistant Superintendent of HR's Signature)

Accepted \_\_\_ or Appeal within 5 workdays of answer-Step 2 \_\_\_\_\_

(Date)

(Steward's Signature)

Submitted to \_\_\_\_\_ Received by: \_\_\_\_\_

(Signature)

Disposition at Step 3 (Superintendent's answer must be within 15 workdays of grievance receipt): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Date)

(Superintendent's Signature)

Accepted \_\_\_ or Appeal within 6 days of answer-Step 3 \_\_\_\_\_

(Date)

(Steward's Signature)

Submitted to \_\_\_\_\_ Received by: \_\_\_\_\_

(Signature)

Disposition at Step 4 (School Board's answer and date received): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Accepted \_\_\_ or Appealed to Arbitration within 5 workdays of answer to step 4 \_\_\_\_\_

(Date)

Committee Signatures: \_\_\_\_\_

\_\_\_\_\_

## **~~March 23, 2010, Impasse Resolution Hearing~~**

On March 23, 2010, the Santa Rosa District School Board, at an impasse resolution hearing imposed the following item (29.3) based on the special magistrate's recommendations in the SRPE impasse issue. The following sentence comes from a MOA dated February 23, 2010. "The Union agrees to the language changes as proposed by management concerning Article 29 (Wages) with any amendment necessary to match the final wage language in the 2009-2010 SRPE contract as recommended by the special magistrate in SM-2009-41 or as imposed by the school board in a legislative hearing."

~~29.3 Each employee will be eligible to receive an annual merit increase on July 1 of each year beginning July 1, 1997. All new employees must have completed their probationary period before being eligible for their merit increase. The granting of any merit increase is dependent upon the evaluation of the employee's performance by the Board and the absence or presence of disciplinary action taken against the employee within the preceding twelve month period. All employees who receive an evaluation rating of satisfactory and who have not received any form of disciplinary action within the preceding twelve month period (or who have received disciplinary action which has been dismissed through the grievance or arbitration procedures of this Agreement) shall receive increase, providing for a one step movement within the employee pay range. All employees who receive an evaluation rating of unsatisfactory, or who have received any form of disciplinary action within the preceding twelve month period that has not been dismissed through the grievance or arbitration procedures of this Agreement shall not receive a merit increase unless specifically authorized by the Board. In all references to disciplinary action within this section, such action must be in written form and the employee provided a copy of such action. Beginning on the last day of the 2009-2010 school year, advancement on the salary scale due to merit increases shall not be effective unless specifically agreed upon through the negotiation process. Notwithstanding any language to the contrary, each employee shall start each year on the same step as he/she was on at the end of the prior year unless he/she received a promotion~~