

MASTER CONTRACT

Between

Santa Rosa County School Board

Santa Rosa County, Florida

And

The Carpenters Industrial Council,

United Brotherhood of Carpenters and

Joiners of America

August 12, 2015 - August 11, 2016

TABLE OF CONTENTS

ARTICLE 1: AGREEMENT 1

ARTICLE 2: RECOGNITION..... 1

ARTICLE 3: STRIKE PROHIBITION AND WORK REQUIREMENTS 1

ARTICLE 4: MANAGEMENT RIGHTS 1

ARTICLE 5: PAYROLL DEDUCTION AND DUES 4

ARTICLE 6: UNION STEWARDS AND REPRESENTATIVES..... 4

ARTICLE 7: SAFETY AND HEALTH..... 5

ARTICLE 8: BULLETIN BOARD 5

ARTICLE 9: MEDICAL EXAMINATION..... 6

ARTICLE 10: GRIEVANCE PROCEDURE..... 6

ARTICLE 11: ENTIRE AGREEMENT..... 9

ARTICLE 12: SAVINGS CLAUSE..... 9

ARTICLE 13: RULES AND REGULATIONS 10

ARTICLE 14: USE OF SCHOOL BOARD VEHICLES 10

ARTICLE 15: ON THE JOB INJURY..... 10

ARTICLE 16: VACANCIES 10

ARTICLE 17: PROBATIONARY PERIOD..... 12

ARTICLE 18: SENIORITY	12
ARTICLE 19: HOLIDAYS.....	13
ARTICLE 20: LEAVE WITH PAY	14
ARTICLE 21: LEAVE WITHOUT PAY	21
ARTICLE 21A: FAMILY AND MEDICAL LEAVE.....	23
ARTICLE 21B: SICK LEAVE BANK	26
ARTICLE 22: NON-DISCRIMINATION	27
ARTICLE 23: UNION BUSINESS	28
ARTICLE 24: WRITTEN COMMUNICATIONS	28
ARTICLE 25: TEMPORARY ASSIGNMENTS.....	28
ARTICLE 26: DISCIPLINE AND DISCHARGE.....	29
ARTICLE 27: SUMMER WORK	29
ARTICLE 28: HOURS OF WORK AND OVERTIME.....	29
ARTICLE 29: WAGES	31
ARTICLE 30: INSURANCE	33
ARTICLE 31: PENSIONS	34
ARTICLE 32: REQUIRED CLASSES	34
ARTICLE 33: DURATION OF AGREEMENT.....	34

APPENDIX A: SALARY SCHEDULE	Error! Bookmark not defined.
APPENDIX B: AUTHORIZATION FOR DEDUCTION OF UNION DUES	37
APPENDIX C: OFFICIAL GRIEVANCE FORM	38
APPENDIX D: NOTICE OF DISCIPLINARY ACTION.....	40

ARTICLE 1: AGREEMENT

1.1 Agreement

- a. This Agreement entered into this 12th day of August, 2015 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".
- b. It is the intent and purpose of this Agreement to set forth herein basic and full agreement between the parties concerning rates of pay, hours and terms and conditions of employment, to provide for equitable and peaceful adjustment of differences which may arise.
- c. It is understood that the Santa Rosa County School Board is engaged in furnishing essential public services which vitally affect the general well-being of the public, and both parties hereto recognize the need of continuous and reliable services to the public.
- d. There shall be no individual arrangement contrary to the terms herein provided.

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 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.

EXCLUDED: All other employees of the Santa Rosa County School Board, specifically including Shop Foreman, Maintenance Foreman, and Food Service Managers I, II and III.

ARTICLE 3: STRIKE PROHIBITION AND WORK REQUIREMENTS

- 3.1 The parties recognize and will honor the provisions of Chapter 447 of the Florida Statutes which defines and prohibits strikes.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The Union recognizes that it is the function of the Board management to determine and direct the policies, mode and method of providing its services without any interference in the management and conduct of the Board's business on the part of the Union or any of its representatives.

- 4.2 The Board shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of this work force. The Board expressly reserves all rights, powers and authority customarily exercised by management, including all inherent and common law management rights and function which the Board has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the Board's right to alter, rearrange, or change, extend, limit or curtail its operations or any part thereof unless specifically addressed in this Agreement. The exercise of the described management functions by the Board shall not be contrary to the express provisions of the collective bargaining agreement.
- 4.3 Without limiting the provisions of Section 4.2, but in order to clarify some of the more important unilateral rights retained by Board management, the Board shall have the following unilateral management rights:
- a. to determine the size and composition of the work force, including the number and composition of employees assigned to any particular operation, shift or turn;
 - b. to determine the number and type of equipment, vehicles, materials, supplies and any modification to said equipment, vehicles, materials and supplies in order to reasonably accommodate a qualified employee with a disability in the bargaining unit as described in Article 2.1;
 - c. to reward or to reprimand, discharge or otherwise discipline employees for just cause;
 - d. to evaluate, maintain and improve the efficiency of employees;
 - e. to determine job content and minimum qualifications for classifications, including marginal and essential functions, and the amount and type of work;
 - f. to engage in experimental and developmental project;
 - g. to establish new jobs, abolish or change existing jobs, and to increase or decrease the number of jobs or employees;
 - h. to determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift, however the Board agrees to consider the employees seniority in changing job locations and/or time schedules with the employee with most seniority given preference. When the board does not consider seniority, a written explanation shall be given if requested;
 - i. to discontinue, temporarily or permanently, in whole or in part its operations and to transfer, or assign all or any part of its operations to any part thereto to new facilities;
 - j. to make time studies of work loads, job assignments, methods of operation and efficiency from time-to-time and to make changes based on said studies;
 - k. to expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department or operation for any purposes;
 - l. to institute, modify, or terminate any bonus, merit or work incentive plan; not limited by this Agreement;

- m. to determine the location, method, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work when it is beyond the capabilities of the existing work force to perform the work in question, however the Board shall require that all contract employees undergo the same type pre-employment screening and at the same time as union employees;
 - n. to control and regulate or discontinue the use of supplies, equipment, vehicles and other property used, owned, possessed or leased by the Board;
 - o. to determine the length of the work week;
 - p. to make or change rules, policies and practices, including those matters affecting efficiency, safety and discipline, not in direct conflict with the provisions of this Agreement but will notify the Union in writing before such changes go into effect;
 - q. to introduce new, different or improved methods, means and processes of conducting the business of the Board, transportation, maintenance, service and operations;
 - r. to determine the qualifications for and select its supervisory, clerical, professional, part-time and management employees;
 - s. to determine the work to be performed during the employee's regular work day and require that all work be performed in a satisfactory and workman-like manner.
 - t. to take whatever steps necessary to accommodate qualified applicants or bargaining unit employees with a disability, including, but not limited to, job restructuring by reallocating or redistributing job functions, altering when and how essential job functions are performed, establishing modified work schedules, modifying policies, or reassigning individuals to a vacant position, regardless of any other provision of this Agreement.
- 4.4 The Board reserves and retains in full and completely the above listed management rights and any and all other management rights, prerogatives and privileges, except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of the Agreement, and has no obligation to bargain over the decision to exercise such rights, prerogatives and privileges, or the effect of such decisions.
- 4.5 The Board's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the Board from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 4.6 There shall be inalienable and complete regard for the rights, responsibilities and prerogative of Board management under this Agreement. This Agreement shall be so construed that there shall be no diminution or interference with such rights, responsibilities and prerogatives, except as expressly modified or limited by this Agreement.
- 4.7 The Board subject to state law has the sole authority to determine its purpose and mission and the amount and allocation of the budget.
- 4.8 If, in the sole discretion of the Superintendent, it is determined that civil emergency conditions exist,

including, but not limited to riots, civil disorders, hurricanes or other weather conditions, or similar catastrophes the provisions of this Agreement may be suspended during the time of the declared emergency, except for the work performed during emergencies shall be compensated as set forth in this Agreement and any disciplinary action taken against any employee during such period shall be subject to the grievance and arbitration procedure.

- 4.9 It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and employees at the discretion of the Board may be required to perform duties not within their specific job descriptions.
- 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 Board shall remit (by electronic transfer when it becomes feasible) once each month, moneys collected to the Council by the 10th of the following month along with a list (with copy to the Financial Secretary of the Union) with names in alphabetically order of those employees of whom deduction were 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.

- 5.2 If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the Union and not the Board.
- 5.3 In consideration of the Board's agreement of the check-off of Union dues in accordance with the foregoing provisions, the Union will hold harmless and indemnify the Board against any and all liability claims for any kind which the Board may incur or sustain as the result of relying upon any assignment and dues deduction authorization or other notice furnished by the Union or its members to the Board.
- 5.4 Any employee may withdraw from member ship in the Union at any time upon written thirty (30) day notice to the Board and Union. Upon receipt of such notification, the Board shall terminate dues on the pay date immediately following the expiration of the 30-day notice period.

ARTICLE 6: UNION STEWARDS AND REPRESENTATIVES

- 6.1 To preserve the delivery of services and in accordance with Section 447.509, Florida Statutes, the Union, their members, agents, or representatives, or any persons acting on their behalf are prohibited from the following acts: soliciting school board employees during working hours of any employee

who is involved in the solicitation, distributing literature during working hours in areas where the actual work of school board employees is performed, such as offices, school board shops, maintenance complex and any similar school board installations. The Union further agrees that there shall be no signing or organizational activity, collection of fees, dues or assessments meetings or other business activity of the Union on school board time. However, the above activities are permitted on school property before and after work hours and during rest break or lunch periods provided that these activities will not interfere with or disrupt school operations and that any meeting on school board property shall have the approval of the work site administrator in charge or his/her designee.

- 6.2 A complete list of Union representatives shall be furnished to the Board, and any changes shall be reported in advance in writing to the board prior to the Union representatives conduction any Union business.

ARTICLE 7: SAFETY AND HEALTH

- 7.1 The parties agree that they will conform to and comply with applicable laws as to safety and health.
- 7.2 The Board and the Union will cooperate in the continuous objective of eliminating safety and health hazards due to unsafe working conditions.
- 7.3 The Union will comply with any safety standards or procedures developed by the Board and encourages the Union members compliance with such standards and procedures.
- 7.4 Any employee of the bargaining unit who does not comply with the safety rules and regulations will be subject to disciplinary action, up to and including discharge.
- 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 at least once per quarter to discuss matters relating to safety matters. If these meeting are held outside of normal working hours, such meetings 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.
- 7.7 The employer agrees to work toward providing a healthful and safe working environment for all employees.
- 7.8 The employer shall furnish all safety equipment and uniforms required by the employer in the performance of an employee's job, such as safety goggles, gloves, aprons, boots, raincoats, lifting back brace (when needed by the employee), or any other apparel required by the employer.

ARTICLE 8: BULLETIN BOARD

- 8.1 The Union may at its own expense, provide a bulletin board no larger than 30 x 36 for its own

exclusive use in keeping with the decor of the working location at a location designated by the Superintendent or his/her designee.

- 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 A copy of all Union materials placed on the bulletin board shall be forwarded to the Superintendent or his duly authorized Agent.
- 8.4 All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for posting and removing approved material from the bulletin board and for maintaining such bulletin board in orderly fashion.

ARTICLE 9: MEDICAL EXAMINATION

- 9.1 It is understood that the Board retains the right to require employees to be in a condition so that they are able to perform the essential functions of their employment position with or without reasonable accommodation.
- 9.2 Each employee may be required to take an examination, given by a health service or a physician or psychiatrist selected and paid for by the board. The type and time of examination will be the discretion of the board. Anytime the board requests an examination, the employee may also request a second opinion by another physician or psychiatrist selected by and paid for by the employee. This examination shall be no later than 30 days following the examination requested by the board. In the event the diagnosis by the first two physicians/psychiatrists is different, then a third examination shall be sought from a physician/psychiatrist chosen by the first two physicians/psychiatrists. This examination shall be no later than 30 days following the second examination and the board and employee shall share the cost of this third examination.
- 9.3 Examinations may be scheduled during employees' on duty time whenever possible and manpower permits.
- 9.4 This article does not apply to work related injuries or illness.

ARTICLE 10: GRIEVANCE PROCEDURE

- 10.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of specific terms of the Agreement.
- 10.2 Definition. For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that an employee, or group of employees may have as to the interpretation, application,

or an alleged violation of some express provision(s) of this Agreement which is subject to the Grievance Procedure. The Union may present grievances which involve rights of the Union itself as specifically set forth in this Agreement (such as bulletin boards, Union business, or written communications) as distinguished from matters which could have been the subject of an employee grievance.

- 10.3 Grievances may be taken up during working time of the aggrieved employees upon mutual agreement between the Board and the Union. Grievances which have a local steward participating at the request of the aggrieved may be taken up during the working time of the Union Steward for the first and second step of the Grievance Procedure.
- 10.4 Nothing in this Agreement shall be construed to prevent any school employee from presenting his/her own grievance in person or by legal counsel to the Board and having such grievances adjusted without the intervention of the bargaining agent, as provided in this section. The Union will be notified of any such meeting. (Utilization of this section by an employee shall act as a waiver of any right the employee may have had to pursue his/her grievance through the grievance or arbitration provisions of the Agreement. Furthermore, utilization of any of the steps contained in Sections 10.6 of this Agreement by an employee shall act as a waiver of any right the employee may have had to pursue his/her grievance through this section). Any agreement reached between the school board and an employee will not be inconsistent with the terms of this agreement.
- 10.5 All grievances must be reduced to writing utilizing the form in Appendix C.
- 10.6 Grievances shall be processed in accordance with the following procedures:

Informal: In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor with the objective of resolving the matter informally. The informal discussion preceding a grievance is an opportunity for the employee and employer to discuss concerns and try to resolve problems. The employee reserves the right to meet with or without representation at this discussion. However, should the administration choose to not meet with the employee with representation at the informal step, then the employee may choose to bypass the informal step and meet at Step 1 with representation.

Step 1 - If the grievant has been unable to resolve his/her grievance informally, the grievant(s) shall invoke formal grievance by filing the prescribed form (Appendix C) with his/her immediate supervisor within fifteen (15) working days after the event or events on which the grievance is based are known by the grievant. The immediate supervisor shall reach a decision and communicate in writing to the grievant within five (5) working days from the date the grievance was presented to him/her.

Step 2 - If the grievance is not settled at the first step, the Union within five (5) working days of the answer in the First Step shall present the grievance to the Assistant Superintendent of Human Resources or his/her designee. The Assistant Superintendent or his/her designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting between him/herself, his/her representatives as needed, and the Union. The Assistant Superintendent or his/her designee shall notify the Union of his/her decision no later than seven (7) working days following the meeting date.

Step 3 - If the grievance is not settled at the second step, the Union within five (5) days working days from the date of the Assistant Superintendent's decision shall present the written grievance to the Superintendent or his/her designee. The Superintendent or his/her designee shall investigate the

alleged grievance and shall with ten (10) working days of receipt of the written grievance conduct a meeting between him/his representatives as needed and the Union. The Superintendent or his/her designee shall notify the Union in writing of his/her decision not later than fifteen (15) working days subsequent to the date the grievance was received by the Superintendent.

Step 4 - If the grievance is not settled in step three, the Union shall have six (6) days within which to appeal the grievance to the School Board. Scheduling of a hearing before the Board will be in compliance with applicable Board policies.

Step 5 - If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration in writing to the office of the Superintendent no later than five (5) working days after the response is received in Step 4 of the Grievance Procedure.

10.6a The time limits herein may only be extended by mutual written Agreement.

10.7 Whenever the Union requests arbitration in accordance with the provisions of Section 10.6 within (5) working days following appeal to arbitration the parties shall jointly request the Federal Mediation and Conciliation Service submit a panel of seven arbitrators, each of whom shall be a member of the National Academy of Arbitrators or on the panel of the federal Mediation Service. Arbitrators shall be selected from such panel by alternately striking names from this list (the Union shall make the first strike) until the last name on the list is reached.

10.8 Limitation on the powers of Arbitrator are as follows:

- a. The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement.
- b. The Arbitrator shall have no power to establish scales, rate for new jobs, or, except if he/she is specifically empowered, to change any wage.
- c. The Arbitrator shall have only the power to rule on matters arising under this Agreement.
- d. An Arbitrator shall have no power to arbitrate any matter after this Agreement has expired, unless a written grievance was submitted within three days after the expiration of this Agreement and has been timely processed.
- e. If the subject of the grievance submitted to arbitration concerns disciplinary measures (including discharge) taken against one or more employees, the arbitrator is only empowered to pass upon whether the employee or employees concerned actually committed, participated in, or were responsible for the act of misconduct. The Arbitrator is without authority to pass upon the nature, extent or severity of the disciplinary measure(s) taken, such determination being solely a managerial prerogative. If the Arbitrator finds that the employee has not committed, participated in, or was not responsible for the act of misconduct for which he/she has been disciplined, the Arbitrator has the power to make the employee or employees whole, including ordering back pay (less compensation received from any other sources) for time lost and reinstatement when applicable.

10.9 There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the Union and on all bargaining unit employees and on the Board, provided the Arbitrator's decision is not outside or beyond the scope of the Arbitrator jurisdiction, or is not in violation of state or federal

law.

- 10.10 The charges of the Arbitrator will be shared equally by the two parties. Each side will pay its own representatives and witnesses. Either side desiring a transcript will pay for it.
- 10.11 The commencing of legal proceeding against the Board or any managerial employee of the Board in a court of law or equity or before the Civil Service Board, Public Employees Relations Commission or another administrative agency by the employee, group of employees, or union, for alleged violations or the express terms of the Agreement shall be deemed a waiver to resort to the Grievance and Arbitration procedure contained herein for resolution of the alleged violation of the terms of the Agreement. Additionally, the commencing of legal proceedings, against the union in a court of law or equity or before the Civil Service Board, Public Employees Relations Commission, or any other administrative agency, by the Board or any of its managerial employees for alleged violations of the expressed terms of this Agreement shall be deemed a waiver by such employee or the Board of the ability to resort to the Grievance and Arbitration procedure contained herein for resolution of the alleged violation of the terms of this Agreement. Likewise, the utilization of the grievance procedure in this Agreement for the resolution of alleged violations of this Agreement shall constitute a waiver of any rights the party who initiated the grievance may have to review by the Civil Service Board, Public Employees Relations Commission or any other administrative agency.
- 10.12 If an employee elects to use the grievance procedure the grievance procedure must be completely exhausted prior to initiating judicial review by any court for any alleged violation of this agreement.
- 10.13 The discipline or dismissal of any employee can either be subject to this grievance procedure or can be appealed to the Civil Service Board; provided that only one of the above processes can be utilized.

ARTICLE 11: ENTIRE AGREEMENT

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

ARTICLE 12: SAVINGS CLAUSE

- 12.1 If any provision of this Agreement or the application of such provisions shall be rendered or declared invalid by any court action or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force.

ARTICLE 13: RULES AND REGULATIONS

- 13.1 All rules, regulations, policies and procedures of the Employer in effect on the effective date of this Agreement, shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify or delete said rules, regulations, policy or procedure, not in conflict with the terms of this Agreement rests with the Employer.
- 13.2 Employees shall observe all rules and regulations of the Board. Any employee violating such rules and regulations may be subject to disciplinary action, including dismissal.
- 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 14: USE OF SCHOOL BOARD VEHICLES

- 14.1 The Superintendent or his/her designees shall have the right to assign any qualified school board employee to operate school board vehicles.
- 14.2 In the event of a temporary assignment the vehicles shall be returned cleaned, serviced and in sound working conditions to the place where the vehicle is normally stored when not in use.

ARTICLE 15: ON THE JOB INJURY

- 15.1 Any regular employee covered by this Agreement who sustains a temporary or permanent disability as a result of accidental injury in the course of and arising out of employment by the Board shall receive all benefits required by the Worker's Compensation Laws of the State of Florida.
- 15.2 Any employee so injured must report the accident to his/her supervisor in accordance with the provisions of the Florida Workman's Compensation Law.
- 15.3 When an employee suffers an injury on the job that requires the attention of a doctor, the employer will make no determination respecting this employee's time until the doctor decides whether the employee is able to resume his/her job duties on the day of the injury. If the doctor decides the employee can continue at work, the employee shall return to the place of work and resume his/her duties and will have no time lost from his/her scheduled shift on that day. If the doctor decides the employee cannot continue at work on the day of the injury, he/she shall be paid for the balance of his/her scheduled shift on the day of the injury. Where further treatment is required by the doctor after the day the injury occurred on the job, additional leave for Doctors visits will be provided for by leave in this Agreement.

ARTICLE 16: VACANCIES

- 16.1 The Superintendent or his/her designee shall have the right to determine when a vacancy exists and to transfer employees from one position to another position within the bargaining unit not contrary to the provisions of the Agreement. The Superintendent shall have the right to take any necessary action to comply with provisions of the Americans With Disabilities Act in order to reasonable accommodate a qualified bargaining unit employee with a disability regardless of any other

provision of this Agreement.

- 16.2 In order to give employees in the bargaining unit an opportunity to express an interest in a vacant position, all vacancies in bargaining unit jobs shall be posted for five (5) days on the bulletin boards at all locations. The posting period shall not begin until a union designee has signed that he/she has received a copy of the posting. The union will provide a list of designees to the Assistant Superintendent for Administrative Services. Employees wishing to fill the vacancy shall apply in writing to the Human Resources Department.
- 16.3 Employees desiring to be informed of vacancies occurring during the year shall assume the responsibility of keeping themselves informed of such vacancies.
- 16.4 The School District will maintain an up-to-date, step pay grade, roster in the Human Resources Department and make available a copy to the Union semi-annually.
- 16.5 Subject to the procedures and factors set forth in Sections 16.2 and 16.6, employees desiring transfer to another position which is within their present job classification and assigned to another school or physical location within the System may do so with the approval of the Superintendent and School Board, provided an opening exists. Employees desiring a transfer from one job site to another shall submit a Transfer Request Form to the office of the Assistant Superintendent for Administrative Services. The transfer requests shall be valid from January 1 until December 31. Anyone who has not received a transfer by that date will have to file new request.
- 16.6.1 The School Board expressly reserves the option of filling vacancies other than from the Civil Service Board list of eligible applicants. Provided, however, the School Board shall comply with this Article whenever filling vacancies occurring in positions covered by this collective bargaining agreement. All qualified applicants for vacancies shall be considered by the Superintendent or his/her designee. Vacancies will be filled by the most qualified applicant applying for the job. Based upon the nature of the vacancy the following facts among others will be used in determining qualifications: (1) Seniority (of current employees who apply); (2) Performance Record; (3) Conduct; (4) Attendance; (5) References; (6) Special Skills and Abilities; and (7) where applicable the results of competitive examinations. When two or more employees apply that have equal qualifications, then the employee with the greatest amount of seniority will be awarded the job.
- 16.7 Posting for vacant Bus Routes .
- a. The school board shall declare a route vacant when: (1) a driver quits, (2) a driver is discharged (3) a new route is created, or (4) a new and/or different driver is put on a route for five (5) work days without the old driver being on leave.
 - b. When a vacancy exists the school board shall post on bulletin boards at (1) the transportation portable at the south end, (2) the transportation portable at Pace, (3) the fueling station at Milton, (4) at Jay High, Central High, and Munson Elementary for the north end.
 - c. The posting time as provided in 16.2 (five days) shall not begin until a union representative has signed that he/she has received a copy.
 - d. All vacant routes shall state the same time as the ex-driver turned in as the route time.
 - e. All transfer requests shall be turned in to the office of the Assistant Superintendent for

Administrative Services.

- f. The job shall be awarded within five (5) working days of the closing of the posting, with seniority being the controlling factor in all requests from existing drivers. If the school board does not select the senior driver they shall notify in writing the reason for rejection within three (3) working days. Drivers may be limited to one (1) transfer per school year.
- g. Senior drivers shall be given the program runs if the run does not interfere with the drivers' regular route or the program run does not make the driver exceed eight (8) hours per day.

ARTICLE 17: PROBATIONARY PERIOD

- 17.1 All new employees shall be classified as probationary employees for the first three hundred calendar days of continuous, uninterrupted employment during which time such employees may be laid off, disciplined, and/or discharged with or without cause and without recourse to the grievance or arbitration procedures of this Agreement. Shorter periods of temporary employment shall not be cumulative.
- 17.2 Provisions as to seniority shall not apply to newly hired probationary employees, rather seniority shall date back to the time of hire after an employee successfully completes his/her probationary period.
- 17.3 All promoted employees shall be on probation for a period of four (4) calendar months of continuous uninterrupted employment. During such probationary period the School Board may return the employee to the employee's former classification or the employee may elect to return to their former classification without loss of seniority. Also during this probationary period the employee shall still be eligible to apply for other promotional vacancies.

ARTICLE 18: SENIORITY

- 18.1 For purposed of this Agreement, seniority shall be defined as the length of employee's most recent period of continuous, uninterrupted service with the Board, unless, otherwise specified in this Agreement.
- 18.2 When a reduction in personnel within a job classification occurs, the employee with the least seniority within that job classification will be given the opportunity to accept a reassignment in a job classification in which he/she has been previously employed on the basis of seniority with the school board or will be laid off. Recall will be in the reverse order of lay-off.
- 18.3 The seniority rights of an employee shall be considered broken and all rights forfeited when the employee:
 - a. Voluntarily quits, for any reason; or
 - b. Is discharged for just cause and the discharge is not reversed in the grievance procedure; or
 - c. Fails to return to work within three (3) work days after recall from lay off, unless extended by written agreement. It shall be the responsibility of the laid-off employee to keep the Board advised at all times of his/her whereabouts; or

- d. Has been unemployed by the Board as a result of a lay off for a continuous period of two (2) years or longer; or
 - e. Fails to return to work after an approved Leave of Absence; or
 - f. Pleads no contest to or is convicted of a felony charge.
- 18.4 No employee will lose seniority with the Board as the result of suffering on-the job a job-related injury unless he/she fails to report back to work on the first work day after being released by his/her doctor.

ARTICLE 19: HOLIDAYS

- 19.1a The following 10 days will be recognized as paid holidays for employees in the bargaining unit who are employed by the Board twelve (12) months each year:
- a. Independence Day
 - b. Labor Day
 - c. Thanksgiving Day
 - d. Friday after Thanksgiving
 - e. Christmas Eve
 - f. Christmas Day
 - g. New Year's Eve
 - h. New Year's Day
 - i. Spring Holiday (variable date)
 - j. Good Friday
- 19.1b The following 8 days will be recognized as paid holidays for employees in the bargaining unit who are employed ten (10) months each year:
- a. Labor Day
 - b. Thanksgiving Day
 - c. Friday after Thanksgiving
 - d. Christmas Eve
 - e. Christmas Day
 - f. New Year's Eve
 - g. New Year's Day
 - h. Good Friday
- 19.2 In order to be eligible for holiday pay, all of the following requirements must be met:
- a. The employee must have worked or be on paid leave all of the scheduled workday immediately before said holiday; and
 - b. The employee who has been assigned holiday work must report for and perform such work.
- 19.3 All full time employees working forty (40) hours per week who do not work on the holiday will receive eight (8) hours pay at their regular straight time hourly rate of pay for the holiday. Bargaining unit employees working less than forty (40) hours per week who do not work on the holiday will

receive holiday pay prorated in relation to the hours they regularly work.

- 19.4 Any day during the school year that a less than a 12-month employee is not required to work because school is not in session and the day is not listed as a paid holiday will be considered a non-paid holiday.
- 19.5 Holidays shall not be counted as time worked for purposes of overtime compensation unless the employee works on the holiday.
- 19.6 Should any of the above named holidays fall on Saturday, the preceding Friday may be observed as a holiday; or if any of these holidays fall on Sunday, the following Monday may be observed as a holiday.
- 19.7 If a holiday falls on the employee's regularly scheduled work day and the employee is required to work on the holiday, the employee will receive his/her regular pay in addition to holiday pay, or in the discretion of the immediate supervisor, his/her regular pay in addition to compensatory leave credits hour-for-hour for each hour worked during the holiday.

ARTICLE 20: LEAVE WITH PAY

20.1 ANNUAL LEAVE

- a. Only employees in the bargaining unit who are employed by the Board twelve (12) months each year will be eligible for annual leave.
- b. Accrual of annual leave shall be limited to the following schedule for all eligible employees:

Years of Continuous Service	Working Days Per	
	Year	Month
Beginning with the first through five years	12	1
Beginning with six through ten years	15	1.25
Beginning with the eleventh year or more	18	1.5

- c. All eligible employees working less than forty (40) hours per week will receive annual leave credit prorated in relation to the hours they regularly work as provided in this Article.
- d. Annual leave cannot be utilized before it is earned and credited to the eligible employee.
- e. Annual leave earned during any pay period shall be credited to the eligible employee on the last day of that pay period, or, in the case of separation, on the last day the employee is on the payroll.
- f. Unless specifically authorized by the Board in writing, an eligible employee may not accumulate in excess of five hundred (500) hours of annual leave. Annual leave credits earned in excess of five hundred (500) hours must be used prior to June 30 of each year or they shall

be forfeited at the close of business on June 30 of each year.

- 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 two (2) days shall notify his/her supervisor at least 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. Fails to give proper written notice of at least two (2) weeks of the employee's intent to resign.
 - 3. Pleads no contest to or is convicted of a felony charge.
 - 4. Admits to committing any criminal or penal statute or enactment.
- i. The only condition under which an eligible employee can be paid for unused annual leave is upon terminal separation after six (6) months satisfactory, continuous and creditable service, or participation in "The Deferred Retirement Plan", and the employee has not been otherwise disqualified under the provisions of this Article. In such case the eligible employee shall be paid at the employee's current hourly rate of pay multiplied by one hundred (100 percent of the total number of accrued annual leave hours not to exceed five hundred (500) hours. Payment shall be made in the last regular paycheck for the employee except in the case where an employee enters DROP, and then payment shall be made in the last pay check before the effective beginning date of DROP. If at the time the employee enters DROP they do not have 500 hours of annual leave, they may be paid for subsequent accumulated annual leave at time of final separation, but the total number of hours for all payments shall not exceed 500.

20.2 SICK LEAVE.

Any sick leave applied for in this section that qualifies for leave under the Family and Medical Leave Article of this Agreement shall be used in conjunction with the rules of that Article of this Agreement.

- a. All bargaining unit employees shall be eligible for sick leave as provided in this Article.
- b. All full time employees working forty (40) hours per week shall be entitled to 32 hours of sick leave on the last day of the first month of each school year and will earn eight (8) hours sick leave for each additional completed month of continuous, uninterrupted service. This leave shall be credited at the end of that month and shall not be used prior to the time that it is earned and credited. No employee shall be entitled to earn more than one day of sick leave times the number of months of employment during the year of employment. All employees working less than forty (40) hours per week will earn sick leave prorated in relation to the hours they regularly work.
- c. Sick leave cannot be utilized before it is earned and credited to the employee.
- d. Sick leave earned shall be credited to the employee on the last day of the pay period, or, in the case of separation on the last day the employee is on the payroll.

- e. There shall be no limit on the number of hours of unused sick leave an employee may accrue.
- f. Sick leave shall be taken only when necessary because the employee is unable to perform his/her duty on account of personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her own household. Personal illness shall include disability caused or contributed by a pregnancy, miscarriage, abortion, childbirth and recovery.
- g. Any employee who finds it necessary to be absent from his/her duties because of illness, as defined in this Article, shall notify his/her immediate supervisor before the beginning of the work day on which he/she must be absent except for emergency reasons recognized by the Superintendent as valid. The employee shall, before claiming and receiving compensation for the time absent from his/her duties while absent because of such leave, make and file within five (5) working days following his/her return from such absence with the Superintendent a leave form which shall set forth the day or days absent, that such absence was necessary, and that he/she believes he/she is entitled or not entitled to receive pay for such absence in accordance with the provisions of this Article. The Superintendent may require a certificate of illness from a licensed physician at any time he/she feels it necessary prior to authorizing compensation for sick leave. Provided further that sick leave shall not be approved in less than one fourth (0.25) hour increments.
- h. The only condition under which an employee can be paid for unused sick leave is upon retirement, participation in DROP, or death and after six (6) months satisfactory, continuous and creditable service, and the employee has not been otherwise disqualified under the provision of this Article. In such case, the employee shall be paid at the employee's current hourly rate of pay as provided below. However, such terminal sick leave pay shall not exceed an amount as follows:

A member of the non-instructional staff will be paid terminal pay for accumulated sick leave at retirement, participation in DROP, or to his/her beneficiary if service is terminated by death. Payment will be in the month following effective retirement date unless "5.(a)" is selected or "5.(b)" is applicable. Investment plan participants will be eligible for terminal sick leave pay only if the participant meets the normal retirement age or years of service as defined in paragraph b.(1)(a) below. No payment for sick leave will be made to investment plan participants under the early retirement criteria for pension plan participants as listed in paragraph b.(2)(a) below except by specific School Board action for retirement incentives for all employees.

- 1. Any person entitled to terminal pay benefits shall have been under contract to render services for the period immediately preceding retirement or death and shall not be under suspension from duty except for reasons pertaining to health, or have any charges pending which could result in dismissal from employment.
- 2. Retirement as used in this section shall be defined as (1) the filing with the Board resignation forms that have been signed and notarized, and (2) the filing of the proper paperwork with the Division of Retirement with an effective retirement date within six (6) months of separation date from school board.
 - (a) Normal retirement age or date is the time the employee is first eligible to receive a retirement benefit without a reduction of benefit because of employee age.

(1) Under the Florida Retirement System, this is where the employee has at least 10

years of creditable service if employed before July 1, 2001, or six (6) years of creditable service if employed or continued employment on or after July 1, 2001 and age 62 or the employee has at least 30 years of creditable service, regardless of age. (This can include credit for military service.)

- (2) Under the Teacher Retirement System--Plan E, this is where the employee has reached the age 62 with 10 years of service if membership was on or after July 1, 1963; or age 60 with 10 years of service if membership was prior to July 1, 1963; or 30 years of creditable service, regardless of age.

(b) Early Retirement

- (1) Early retirement under Florida Retirement Service is when the employee has at least 10 years of creditable service if employed before July 1, 2001, or six (6) years of creditable service if employed or continued employment on or after July 1, 2001 but has not reached normal retirement age or date (age 62 or 30 years of service).
 - (2) Early retirement under Teacher Retirement--Plan E, is when the employee has completed 10 years of service and has attained age 55.
3. Daily rate of pay shall be calculated by taking the regular contract salary of the individual and dividing by the days in the contract period. Supplemental pay or pay for part time additional jobs shall not be used in calculating daily rate of pay.
 4. Terminal pay shall not exceed an amount determined as follows:
 - (a) During the first three (3) years of service, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.
 - (b) During the next three (3) years of service, the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.
 - (c) During the next three (3) years of service, the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.
 - (d) During the next three (3) years of service, the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.
 - (e) During and after the thirteenth (13th) year of service, the daily rate of pay multiplied by one hundred (100) percent times the number of days of accumulated sick leave. However, the number of days may not exceed the number of working days for the employee's pay type for a school year, or the number of sick leave days the employee has accumulated as of June 30, 1996, whichever is larger.
 5. (a) If an employee is not participating in DROP and has at least fifty (50) days of accumulated sick leave, payment for sick leave days may be made in two calendar year installments after resignation, but prior to official retirement date, if resignation has been signed and notarized by October 31 of a calendar year and the effective retirement date is no later than December 1 of the next calendar year. Payments will be made in December and month of effective retirement date. Initial payment will be one-half (1/2) of

accumulated sick leave days payable at the percentage stated above. These days (one-half of the accumulated sick leave days) shall then be charged to the employee's record as having been used. The final payment shall be calculated based on the number of accumulated sick leave days at date of retirement and at the appropriate percentage as stated in (a)-(e) above. In the event the employee rescinds the resignation and the School Board approved the request, the employee may buy back any or all of the days of sick leave paid for under the above sections. The buy back rate shall be the same as the rate paid to the employee.

- 6 (b) If an employee is participating in DROP and has at least fifty (50) days of accumulated sick leave, payment shall be distributed according to the following table.

Months in DROP	Number of Payments	Portion for each payment
01 - 12	1	balance
13 - 24	2	1/2, and balance
25 - 36	3	1/3, 1/2, and balance
37 - 48	4	1/4, 1/3, 1/2, and balance
49 - 60	5	1/5, 1/4, 1/3, 1/2, and balance

Payments shall be as follows:

The first and all succeeding payments, other than the final payment, shall be in June, starting in the year the employee enters DROP. The final payment shall be in the month following the last date worked. (Example, last day worked = June 30, final payment = July.) If an employee enters and exits DROP and will not be employed in June of that year, then the remaining balance shall be paid in the month following last date worked. At no time when a payment is to be made, other than the final one, shall the number of remaining days of sick leave be allowed to be less than fifty (50). If that would be the case then either a partial payment or NO payment shall be made.

6. Payment for unused sick leave and annual leave shall be processed through the "FICA Alternative Plan for the Santa Rosa County School Board - Plan 001" ("Plan"). The Plan is in accordance with the provisions of the Bencor National Government Employees Retirement Plan as approved by the Santa Rosa County School Board on May 13, 1999. It is understood that should an employee request their funds from the Plan upon separation from the School Board, the company will facilitate getting the employee their money within two weeks of the request or of receiving the money from the School District whichever comes last. No employee shall lose funds as a result of the Plan by withdrawing their money within 30 days after terminating employment with the School Board and the money has been submitted to the Plan.
7. Any person entitled to terminal pay benefits shall have been under contract to render services for the period immediately preceding retirement or death and shall not be under suspension from duty except for reasons pertaining to health, or have any charges pending which could result in dismissal from employment.
8. An employee who fails to comply with this Article shall not be eligible to use accrued sick leave credits.
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.
 - (d) Admits to committing any criminal or penal statute or enactment.
- i. Five (5) days of personal leave will be allowed to any full time employee; provided that these days shall be charged to accrued sick leave; provided further, that personal leave days shall be non-cumulative. An employee planning to use personal leave shall notify his/her supervisor at least one (1) day in advance, except in an emergency, which can be substantiated by request.

20.3 Illness or Injury in the Line of Duty Leave

- a. All bargaining unit employees shall be eligible for illness or injury in line of duty leave as provided in this Article.
- b. Illness or injury in line of duty leave applies only when the employee has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from a contagious or infectious disease contracted in school work. The employee must notify his/her immediate supervisor as soon as the illness or injury occurs. Furthermore, before claiming and receiving compensation for the time absent from his/her duties while absent because of illness or injury in line of duty as prescribed in this Article, the employee shall make and file within (5) working days following his/her return from such absence with the Superintendent a leave form which shall set forth the day or days absent, that such absence was necessary, and that he/she believes he/she is entitled or not entitled to receive pay for such absence in accordance with the provisions of this Article.
- c. In case of injury, a certificate from a licensed physician may be required by the Superintendent stating that the employee was treated for the injury, the date of treatment, the extent of injury, and the length of time the employee will be unable to return to duty because of the injury; and in case of a claim relating to a contagious or infectious disease, the employee shall file a statement from a licensed physician certifying that beyond a reasonable doubt the contagious or infectious disease was contracted during the time the employee was actually engaged in the performance of his/her duties.
- d. The employee shall file a certificate signed by a licensed physician designated by the Superintendent stating that the employee is unable to return to duty because of the injury or illness for which the initial leave was granted.
- e. The employee shall file a medical report at such intervals as the Superintendent may require showing that he/she is unable to perform his/her duties.
- f. Unless specifically authorized by the Board in writing during the illness or injury in line of duty leave the employee shall not engage in any type of work for which he/she will receive remuneration.
- g. Illness or injury in line of duty leave shall not exceed ten (10) working days during any school year. Employees shall be compensated at the employees regularly hourly rate of pay for each hour they are on illness or injury in line of duty leave. Any workers compensation payment received by the employee while he/she is on leave shall be deducted from any regular gross salary or the check received from workers compensation shall be endorsed to the Board.

20.4 Military Leave

- a. Regular, non-probationary employees shall, upon presentation of a copy of their official orders, be granted leave with pay not to exceed three (3) days for the purpose of taking their physical examination for induction into the military service. Such leave shall not be deducted from the employees sick or annual leave credits.
- b. Employees who by reason of membership in the United States Military Reserve or the National Guard, are ordered by the appropriate authority to attend a training period or encampment shall, upon presentation of a copy of their official orders, be granted leave for such training not to exceed seventeen (17) calendar days in any twelve (12) month period.
- c. Any employee inducted into the Military service shall be covered by Federal and State laws.

20.5 Administrative Leave

a. Jury and Witness Duty

- 1. An employee who is summoned as a member of a jury panel shall be granted administrative leave with pay upon presentation to the immediate supervisor of satisfactory evidence relating to his/her being called to jury duty. If the employee is released from jury duty prior to the expiration of four (4) hours from his/her normal starting time for that work day, he/she shall be required to report to his/her work site within one and one-half (1 1/2) hours after his/her release from such jury duty.
- 2. An employee subpoenaed as a witness, not involving personal litigation, shall be granted administrative leave with pay. If the employee is released from the subpoena prior to the expiration of four (4) hours from his/her normal starting time for that work day, he/she shall be required to report to his/her work site within one and one half (1 1/2) hours after his/her release from such subpoena.
- 3. An employee subpoenaed in the line of duty to represent the Board as a witness or defendant shall not be granted administrative leave, and appearance in such cases shall be considered a part of the employees job assignment. The employee shall be paid per diem and travel expenses and shall be required to turn over to the Board any fees received from the court.
- 4. In no case shall administrative leave with pay be granted for court attendance when an employee is engaged in personal litigation.

b. Time off for Voting

- 1. On any election day, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting shall be allowed two (2) hours leave with pay for this purpose. Where the polls are opened two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting.
- 2. An employee shall not be granted administrative leave to work at the polls during elections.

c. Meetings and Conferences

- 1. In cases where the Superintendent deems it to be beneficial to the Board, an employee may

be granted leave with pay to attend such meetings or conferences as may contribute to the effectiveness of the individual's employment.

d. General

1. If an employee does not use administrative leave as authorized in this Article, the employee shall not accrue or be paid for such unused leave.

ARTICLE 21: LEAVE WITHOUT PAY

21.1 Compulsory Disability Leave

- a. In conjunction with the Family and Medical Leave Article this Agreement, if the Superintendent believes that an employee is unable to perform assigned duties due to illness or injury, he/she may require the employee to submit to a medical examination by a physician named and paid for by the Board. If the medical examination confirms that the employee is unable to perform assigned duties, the Superintendent may place the employee on compulsory disability leave for a term to be decided by the Superintendent on a case-by-case basis.
- b. At the time the Superintendent determines that the employee is to be placed on compulsory disability leave, the employee shall be notified in writing of the duration of the mandatory period and the conditions under which the employee will be allowed to return to the position.
- c. The employee who is placed on compulsory disability leave shall be required to use any earned leave credits prior to being placed on leave without pay. If the employee does not have sufficient leave credits to cover the period of compulsory disability leave, the Superintendent may place the employee on leave without pay.
- d. If the employee is unable to return to work at the end of the mandatory leave period, based on a current medical certification, the Superintendent may, in his/her discretion:
 1. Extend the compulsory disability leave not to exceed 30 days.
 2. Request the employees resignation for reasons of inability to perform assigned duties, or
 3. Dismiss the employee based on inability to perform assigned duties.

21.2 Maternity Leave

Any leave applied for in this section that qualifies for leave under the Family and Medical Leave Article of this Agreement shall be used in conjunction with the rules of that Article of this Agreement.

- a. An employee who is pregnant shall be granted leave of absence without pay for maternity purposes. The period of maternity leave shall not be approved earlier than two (2) months before the anticipated date of birth, nor continue for more than two (2) months beyond the date of birth.
- b. An employee who adopts a child may upon written request be granted maternity leave. The period of maternity leave shall not exceed four (4) calendar months.

- c. The School Board may grant a regular leave of absence prior to the effective date of maternity leave.
- d. The School Board shall notify the employee, in writing, as to the period of leave to be granted, clearly specifying the date the employee will return to duty.
- e. While maternity leave is leave without pay, the employee, upon being granted maternity leave, may request, and if approved by the Board be placed on annual leave with pay until all or part of the employees accrued annual leave credits have been used. However, if the employee requests that annual leave not be used during the maternity leave period, the School Board shall permit the employee to retain the annual leave credits and place the employee immediately on leave without pay.
- f. Prior to being placed on maternity leave of absence, any illness caused or contributed to be pregnancy, miscarriage or abortion shall be allowed to use accrued sick leave.

21.3 Other Leave Without Pay

- a. An employee may, upon request, and at the sole discretion of the Superintendent, be granted leave without pay for a period not to exceed six (6) calendar months, provided the Superintendent deems such leave to be justified and not detrimental to the operations or the Board. In exceptional cases, such leave may be extended by the Superintendent.
- 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.

21.4 Limitations on Leave Without Pay

- a. An employee shall not earn annual or sick leave credits while on workers compensation or any type of leave without pay which exceeds five (5) work days during any pay period.
- b. Except for leave taken under the Family and Medical Leave Article of this Agreement, an employee shall not be granted salary increases while on leave of absence without pay.
- c. An employee who has been placed on leave of absence without pay, and is, therefore, in non-pay status at the close of business, on the day before a holiday shall not be eligible to receive payment for such holiday or any such holiday which occurs while the employee is on such leave.

21.5 Leave Related to Domestic Violence

- a. An employee, who has been employed by the District for at least three (3) calendar months, may request and shall be granted up to three (3) days of unpaid personal leave within a twelve (12) month period if he/she has been a victim of domestic violence or if a family or household member has been a victim of domestic violence.
- b. The leave must be used for one or more of the following purposes:

1. To seek an injunction for protection against domestic violence or for protection in cases of repeat violence, dating violence or sexual violence;
 2. To obtain medical care and/or mental health counseling for the employee or a family or household member;
 3. To obtain services from a victim-services organization;
 4. To make the employee's home secure from the perpetrator or to seek new housing; and/or
 5. To seek legal assistance related to the violence.
- c. All records related to such leave will be considered confidential.
- d. This leave shall be noncumulative and shall be requested in advance except in the case of an emergency.
- e. If an employee elects to be on paid leave, he/she may request personal leave chargeable to sick leave provided that the employee is eligible to be on such leave or he/she may request annual (vacation) leave provided that the employee accrues annual leave and has an annual leave balance.

ARTICLE 21A: FAMILY AND MEDICAL LEAVE

21A.1 Family and Medical Leave

The Board shall comply with the Family and Medical Leave Act, provided an application for such benefits is submitted with the request for leave and the employee qualifies for such leave. The inclusion of said leave shall not result in the diminishment of leave or benefits which were available prior to the Family and Medical Leave Act. Guidelines for such leave shall be as follows:

a. Eligible Employees

Employees of Santa Rosa County School Board who have worked for the Board for at least 12 months and have worked at least 1,250 hours during that time may be entitled to a total of 12 work weeks of leave during any 12-month period when leave is taken for one or more of the following circumstances;

1. The birth of a son or daughter of an employee and to care for the child;
2. The placement of a son or daughter with an employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition; or
4. The employee is unable to perform the functions of the position because of the employee's own serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care at a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, the employee's entitlement to leave expires at the end of the 12-month period beginning on the date of the birth or placement.

Where both spouses work for the Board, their total, combined leave in any 12-month period is limited to 12 weeks if leave is taken for the birth or adoption of a child.

b. Intermittent or Reduced Schedule Leave

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either an employee's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or placement of a son or daughter.

Employees seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates on which treatment is expected and the duration of the treatment. Employees are expected to make a reasonable effort, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the Board's operations. Employees are also required to give the Board, through the human resources department, thirty (30) days notice or as much notice as is practicable of their intentions.

In the event an employee requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the employee may be transferred by the Board to a temporary alternative job for which the employee is qualified and which better accommodates the Board's needs and that of the employee.

c. Notice

A minimum of thirty (30) days advance notice of an employee's intent to take leave is required when it is foreseeable because of:

1. The expected birth of a baby;
2. The expected placement of a child for adoption or foster care;
3. Planned medical treatment for a son, daughter, spouse, or parent with a serious health condition; or
4. Planned medical treatment in case of the employee's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above-referenced circumstances, the employee still must provide the Board, through its human resources office, with advance notice as is practicable.

Notice must be provided in writing to the Human Resources Department of the Board. When notice is not given in these circumstances, the employee will be considered to have taken "unauthorized leave" and subject to appropriate disciplinary action.

d. Certification

When leave is requested based on a family member's or employee's own serious health condition, the employee must provide, in writing, a medical certification of the condition and the need for leave from the employee's health care provider within ten (10) days of the written request for leave. This certification must contain:

1. The date the serious health condition began;
2. The probable duration of the condition;
3. The appropriate medical facts regarding the condition which are within the knowledge of the health care provider;
4. Where leave is based on care of a spouse, child or parent, a statement that the employee is

- needed to provide the care and an estimate of the amount of time that the need will continue;
5. Where leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job; and
 6. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that treatment is expected to be given and the duration of the treatment.

This certification will be treated as a confidential medical record and information will be disclosed only on a strictly need-to-know basis, unless otherwise required by Florida law.

e. Use of Paid Leave

Accrued paid leave can be elected as follows:

1. Accrued paid vacation or sick leave for birth, placement or to take care of a sick family member: or
2. Accrued paid vacation or sick leave to take care of a sick family member or because of the employee's own serious illness.

f. Recertification

An employee who has taken leave because of a serious health condition or that of a family member is required by the Board to obtain subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition. The Board also requires employees on leave under this provision to report periodically, in writing, at least every two (2) weeks on his/her status and the intention of the employee to return to work. Failure of the employee on leave to report periodically on his/her status may subject the employee to discipline for unexcused absences.

g. Restored Employment

Eligible employees who comply with all provisions of this section and who return from family and medical leave have the right to return to the job position that they held when they went on leave, or they may be placed, in the discretion of the Board, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. While on leave, eligible employees will retain all accrued benefits. Restored employees, eligible employees returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored employees are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken the leave.

As a condition to restoring an employee whose leave was based on the employee's own serious health condition, each returning employee is required to provide, in writing, to the Human Resources Department a certification from the employee's health provider stating that the employee is able to resume work.

h. Maintenance of Benefits

The Board will maintain group health plan coverage for employees on family and medical leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been

taken.

In the event an employee fails to return to work after the period of leave expires, the Board may recover any premiums the Board paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the Board to the employee.

In the event, however, that the employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition of a family member or the employee's own serious health condition that would otherwise entitle the employee to take leave, or due to other circumstances beyond the control of the employee, the Board will not attempt to recover such premium. In this circumstance, the employee is required to provide in writing to the Human Resources Department, a certification from the employee's health care provider to that effect.

ARTICLE 21B: SICK LEAVE BANK

This Article became effective July 1, 2008.

- 21B.1. The Board shall establish a sick leave bank for use by participating educational support employees.. The committee will be comprised of:
- a. One (1) SRPE member, who is an ESP, appointed by the president of SRPE
 - b. One (1) Blue Collar member appointed by the president of the Carpenters Industrial Council, United Brotherhood of Carpenters and Joiners of America.
 - c. One (1) exempt educational support employee appointed by the Superintendent.
 - d. The Assistant Superintendent of Human Resources.
- 21B.2. To be eligible for membership in the Sick Leave Bank, the employee:
- a. Shall have completed one year of employment as a full-time employee of the Board.
 - b. Be a full-time employee of the Board at the time of application.
 - c. Have a minimum of nine (9) days of accumulated sick leave and/or annual leave at the date of application.
 - d. Shall apply for membership on an approved form during the enrollment period. This form shall be submitted to the Assistant Superintendent Human Resources. Participation in the bank shall be voluntary on the part of each employee.
- 21B.3. Each participating member shall contribute one day of sick leave to the bank upon enrollment. Membership applications shall be submitted during the first twenty (20) workdays of a school calendar year. The committee shall act to approve or disapprove applications on basis of rules herein described. New members become eligible for participation in the Bank on October 1st. Deduction of the day for the new members will be reflected on the October Statement of Earnings and Deductions.
- 21B.4. Each participating employee shall contribute, by way of deduction from their official sick leave record, one day of sick leave anytime the balance in the Bank falls below twenty percent (20%) of the number of participants. No employee shall be required to contribute more than two (2) days in any one school year, after the initial membership contribution of one (1) day. The committee shall notify members in writing of the necessary contributions. Members shall have ten (10) working days in which to request withdrawal from the program rather than donate the requested day. Any participating member, who is unable to donate a day of sick leave at the time for contribution to be made, shall contribute their next available sick leave day or be removed from membership. Any sick leave pooled pursuant to this article shall be removed from the accumulated sick leave balance of the employee donating such leave and shall not be available to the donating employee as sick leave.

- 21B.5. Membership shall be on a continuing basis unless a letter requesting withdrawal from the Sick Leave Bank is submitted to the Human Resources Department of the school district. Upon receipt of said letter the committee shall be notified. Any member who chooses to withdraw from participation in the Sick Leave Bank shall not be able to withdraw any sick leave days already contributed.
- 21B.6. Members needing to utilize days in the Sick Leave Bank will request the needed number of days on a Sick Leave Bank Program Withdrawal Application form with the medical statement attached. The application must be completed in full. A participating employee may be eligible for sick leave from the Bank only after having met the following conditions:
- a. Has used all his/her accumulated sick leave.
 - b. Is not eligible for Worker's Compensation pay.
 - c. Is not eligible for Injury in Line-of-Duty pay as granted by rule of School Board.
 - d. Has been absent from employment for at least five (5) consecutive working days.
 - e. The above condition number 4 may be waived to provide for intermittent or reduced schedule under the following conditions:
 1. Illness has been judged by the Sick Leave Bank to be catastrophic in nature.
 2. The days requested are directly related to the catastrophic illness.
 - f. Has an application approved by the Sick Leave Bank committee.
- 21B.7. Sick leave credit, up to thirty (30) days, may be granted to a participating member applicant at the discretion and upon the authority of the Sick Leave Bank committee after consideration by the committee of all outstanding eligible applications. Any sick leave awarded from the Sick Leave Bank to a participating employee shall be used for absence due to the employee's personal catastrophic illness, accident, or injury. Mental/emotional illnesses and pregnancy will not be considered catastrophic illnesses. However, complications from pregnancy or mental/emotional illnesses, which require hospitalization or institutionalization, will be considered by the committee. The Sick Leave Bank committee, at its discretion, is authorized to grant fifteen (15) additional days in hardship situations. Once days from the sick leave bank are granted, the use of the sick leave bank days will begin on the fourth (4th) day without pay. These days without pay shall be in addition to, and shall start after, any days without pay as stipulated in Article XVII, Sections A.3.e; A.3.f; and A.4. Each participating member shall not draw in excess of forty-five (45) days from the bank within a twelve-month period from the date the Sick Leave Bank is used.
- 21B.8. A participating employee shall not be required to pay back any sick leave awarded from the Bank except as otherwise provided for in this agreement. Alleged abuse of any provision contained in this agreement by a participant shall be investigated by the Sick Leave Bank committee. A finding of violation of any provision of this agreement may, upon the action and the authority of the committee, result in expulsion from further participation and/or a requirement to repay all the sick leave drawn from the Bank and be subject to other disciplinary action as determined by the School Board.
- 21B.9. Employees who have earned annual leave must deplete all annual leave before they shall be eligible to draw from the bank.

ARTICLE 22: NON-DISCRIMINATION

- 22.1 The parties agree not to interfere with, restrain, or coerce employees in the exercise of any rights guaranteed under Chapter 447 of the Florida Statutes.
- 22.2 The parties agree not to exert any coercion or intimidation on any employee because of membership

or non-membership in the Union.

- 22.3 The parties agree there shall be no discrimination in hiring, promotion, suspension, dismissal, transfer, lay-off or re-call because of race, creed, national origin, disability, age or sex.

ARTICLE 23: UNION BUSINESS

- 23.1 When requested by the Union, employees will be granted 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.
- 23.2 Representatives of U.B.C., Carpenters Industrial Council, United Brotherhood of Carpenters and Joiners of America, may with the permission from the Employer, or the Employer's designee, enter upon the Employers premises for the purpose of conduction legitimate business with the employer or his/her designee in connection with the Union's representation of employees.
- 23.3 When it is necessary for the Union 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 Officials may be given temporary duty as is necessary to perform such activities.
- 23.4 A representative of the Union may take unpaid leave for up to one (1) year to serve as a Union Representative and not lose seniority. At the conclusion of the leave the employee will return to his/her former job and duties.

ARTICLE 24: WRITTEN COMMUNICATIONS

- 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 25: TEMPORARY ASSIGNMENTS

- 25.1 Employees will be given assignments in their classifications as his/her primary duties. In case of emergency, the employee may be given assignments in related areas of his/her classification.
- 25.2 In the event an employee is assigned to a position in a higher grade classification than his/her current grade, such employee shall receive the hourly rate at the same level in such higher grade classification as performed after 30 calendar days on such assignment retroactive to the first day. To be eligible for the higher pay, the employee must be able to perform the work in a satisfactory manner.

ARTICLE 26: DISCIPLINE AND DISCHARGE

- 26.1 Any employee disciplined, suspended, or discharged shall be furnished with a written statement providing the reason(s) for such action within three (3) working days after the action is taken. In the absence of the employee, the written statement shall be furnished to the employee by certified mail.
- 26.2 Any official written reprimand will be furnished to the employee stating the reasons for the reprimand. The employee will be requested to sign any official reprimand. If the employee refused to do so, this refusal shall be noted and placed in his/her personnel file. The employee may have an opportunity to submit a written statement responding to the reprimand. The employees responding statement will be also entered in his/her master personnel file.
- 26.3 Among the reasons for discharge/discipline are the following:
- a. Just Cause

ARTICLE 27: SUMMER WORK

- 27.1 Regular employees working during the summer within their classification shall be paid according to the wage schedules in the Agreement, unless there is a mutual agreement by the parties to change the wage rates.
- 27.2 Regular employees shall have the opportunity for summer employment within their job classification in accordance with the provisions of Article 16.2 at any job location within the school system.
- 27.3 Where unique tasks are required, an exception may be made; i.e. changing light bulbs, heavy lifting, washing buses, student work-study and etc.
- 27.4 Current Board employees will be given first choice of work assignments including bus routes over the employees of any contractor for same services.

ARTICLE 28: HOURS OF WORK AND OVERTIME

- 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-6 hours per day, 30 hours per week, 10 months per year.

The ~~two~~ bargaining unit employees, Alice Cody and Patricia Jernigan, who ~~have~~ has only been working 5 hours per day, 25 hours per week, will be allowed to maintain ~~their~~ that schedule provided ~~they~~ she elects to maintain ~~their~~ that schedule in writing within 2 weeks of ratification. If ~~these employees~~ fails to make an election within 2 weeks of contract ratification, ~~they~~ she 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, 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.

- 28.2 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 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.
- 28.3 No employee may authorize overtime for himself but shall be entitled to receive overtime as appropriately assigned or authorized by the employees supervisor. It is understood that the Board has the right to schedule overtime work as required, and in a manner most advantageous to the Board and consistent with the requirements of employment in the public interest.
- 28.4 In accordance with Section 7(e) of the Fair Labor Standards Act of 1938 amended, any extra compensation provided under this Agreement shall not be included in determining any employee's regular rate of pay. In accordance with Section (7) (h) of the Act, such extra compensation shall be creditable toward overtime payable under the Act. Premium payments shall not be duplicated for the same hours worked under any of the terms of this agreement.
- 28.5 Each full-time employee shall receive two fifteen (15) minute breaks each full work day. Any employee working less than full-time will earn breaks prorated in relation to the hours they regularly work. All breaks will be scheduled by each employee's supervisor commensurate with work assignments.
- 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 2015-2016. (This represents the same salary schedule paid to all other educational support employees, i.e., teacher aides, secretaries and foremen). Effective July 1, 2015. ~~Note: This is the same as the 2009-2010 salary schedule.~~
- 29.2 The following job classifications will be compensated pursuant to the following pay ranges, as set forth in Appendix A.

CLASSIFICATION	RANGE
Air Conditioning/Refrigeration Mechanics I.....	11
Air Conditioning/Refrigeration Mechanics II	15
Audio-visual Technician II	14
Audiovisual Technician I.....	10
Block Masons II	13
Block Masons I.....	10
Boiler Mechanics II.....	15
Bus Drivers	9
Carpenters I.....	10
Carpenters II	13
Couriers.....	7
Custodians II.....	5
Custodians I	3
Electricians I.....	11
Electricians II.....	15
Electronics Technicians II.....	15
Electronics Technicians I	11
Energy Management Technician	16
Equipment Operators I	8
Flooring Mechanic	13
Food Service Workers.....	5
Head Custodians I	4
Maintenance Crew Leader	15
Maintenance Mechanics I	10
Maintenance Mechanics II	14
Mechanics I.....	10
Mechanics Helpers	9
Mechanics II	14
Painters I.....	10
Painters II.....	13
Pest Control Operator I	9
Plumbers I.....	11
Plumbers II	15
Roofers II.....	13

Roofers I	10
Semi-skilled Labors.....	7
Trade Helpers	9
Warehouse Manager.....	13
Warehouse Helpers.....	7

29.3 Employee paycheck stubs shall indicate the employee’s current range and level.

29.4 When an employee fills a vacancy pursuant to Article 16 of this Agreement which has a higher pay range the employee shall be placed in the pay plan in the step in the new range which provides for the lowest increase in pay from the employees previous pay. When an employee fills a vacancy pursuant to Article 16 of this Agreement which has a lower pay range, the employee shall be placed in the pay plan at the first step in the new pay range. However any employee who has previously held a position at a lower pay range and is returned to that range in the same job classification or a similar job classification will be paid at the step as though he/she had continued in that position.

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 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.

29.6 Transportation mechanics will be provided an allowance of \$375.00 per fiscal year to purchase tools and safety shoes.

29.7 Retirement Bonus

A. Any member of the bargaining unit who retires:

- 1). by the end of the fiscal year in which they first become eligible for normal retirement (62 years of age or 30 years of service), under the Florida Retirement System shall be paid a onetime retirement bonus equal to twenty-five percent (25%) of the current annual salary excluding supplements, being earned by him or her during the said school year, which bonus shall be added to his or her annual salary and shall be paid during the month of June.
- 2). no later than 12 months after eligibility in (a.) shall receive twenty (20) percent.
- 3). no later than 24 months after eligibility in (a.) shall receive fifteen (15) percent.
- 4). no later than 36 months after eligibility in (a.) shall receive ten (10) percent.
- 5). no later than 48 months after eligibility in (a.) shall receive five (5) percent.

B. Current annual salary is defined as the annual salary rate based on the salary slot, the number of days for that pay type, and the number of hours per day that the employee is working. This amount is displayed on the Job Record Screen of the employee.

C. To become eligible for retirement an employee must meet the criteria set for retirement by the Florida Retirement System.

- D. Employees who participate in the Deferred Retirement Option Program (DROP) are not eligible to receive the retirement bonus unless their termination date and the DROP retirement date fall within the same fiscal year in which they first become eligible for normal retirement (62 years of age or 30 years of service).

ARTICLE 30: INSURANCE

The Board shall make available group medical, dental, and life insurance plans for its employees.

To be eligible for any of the following benefits, an employee must work as least 17.5 hours per week and be a regular employee.

- 30.1 The board will pay for low option single dental coverage for employees who choose not to participate in the group medical plans.
- 30.2 The Employee will pay a maximum of 6% (rounded to the nearest dollar) of the monthly premium for the lowest cost single policy group PPO or HSA medical plan. The Board will pay the remainder of the premium for this plan and that same dollar amount may be applied towards any like type single policy group medical plan offered by the Board.
- 30.3 The Employee will pay a maximum of 35% (rounded to the nearest dollar) of the monthly premium for the lowest cost family policy group PPO or HSA medical plan or any family tier plan offered. The Board will pay the remainder of the premium for this plan and that same dollar amount may be applied towards any like type family policy group medical plan or any family tier plan offered by the Board.
- 30.4 When husband and wife both work for the Board, the Employees will pay a maximum of 8% (rounded to the nearest dollar) of the monthly premium for the lowest cost family policy group PPO or HSA medical plan. The Board will pay the remainder of the premium for this plan and that same dollar amount may be applied towards any like type family policy group medical plan offered by the Board.
- 30.5 The Board will purchase a minimum of \$50,000 of group term life insurance on all regular employees who are employed 17.5 hours or more per week. The Board will purchase an additional \$50,000 of group term life insurance for those employees who do not take the board group medical plan. The cost of this additional \$50,000 of life insurance will be considered as income to the employee for federal tax purposes.
- 30.6 The employee will pay the total monthly premium for the single policy group dental plan and the Board will pay \$00.00.
- 30.7 The employee will pay the total monthly premium for the family policy group dental plan and the Board will pay \$00.00.
- 30.8 To be eligible for these insurance benefits contributions the employee must receive a regular payroll check in the month of payment, be eligible for such benefits through the Family Medical Leave Act or be on workmen's compensation leave.

- 30.9 There will be a Joint-Insurance committee on which blue collar employees will serve in numbers equal to numbers represented by other employee groups (teachers, administrators, ESPs, and exempt educational support). The Joint-Insurance committee will review insurance plans on an annual basis and will issue a report with its recommendations for the upcoming school year to both the Administration and the Union by the first week of June each year. Before March 1, 2004, the committee will be presented with a multi-tier family plan for review. The tier options shall include at least the following four plans: employee-single; employee and spouse; employee and dependent children; and employee-family.
- 30.10 The Board will provide an IRS-125 plan for its employees.
- 30.11 Benefits provided by the health and dental insurance carriers shall not be reduced unless the joint insurance committee first considers such reductions before being presented to the Board.
- 30.12 The Board will provide a vision plan for its employees. The employee will pay the full premium for such plan.

ARTICLE 31: PENSIONS

- 31.1 The pension plan shall be in accordance with the Florida Law on Retirement.

ARTICLE 32: REQUIRED CLASSES

- 32.1 Each employee who is required by the Employer to attend any school or classes shall be paid the applicable hourly rate. If the employee is directed by his/her Supervisor to attend classes which are out-of-town and necessitate overnight accommodations, the employee shall be reimbursed for travel expenses at the current per diem rate as prescribed by the employer.

ARTICLE 33: DURATION OF AGREEMENT

- 33.1 This Agreement shall commence and become effective on the 12th day of August, 2011, and shall continue in full force and effect until midnight of the 11th day of August, 2014. 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, 2014.
- 33.2 Article 29 (wages) and Article 30 (insurance) and two other articles of the Unions choice shall be subject to be reopened annually by the Union, provided the Union gives written notice to the Board of its desire to reopen said Agreement(s) not less than sixty (60) days prior to August 11 of each year.
- 33.3 The Board may reopen two (2) Articles of its choice at the times and pursuant to the provisions set forth in Section 2.
- 33.4 No other item or provision of this Agreement shall be a proper subject for bargaining unless it is mutually agreed by the parties to include such items in negotiations.

IN WITNESS WHEREOF, we the parties have hereto set their hands this 12th day of August 2011.

For the Carpenters Industrial Council,
United Brotherhood of Carpenters and
Joiners of America:

For the Santa Rosa
County School Board:

President

School Board Chairman

Negotiator

Superintendent

Negotiator

Appendix A: Salary Schedule

(see attached schedules)

APPENDIX B: AUTHORIZATION FOR DEDUCTION OF UNION DUES

NOTICE TO EMPLOYER AND UNION

AUTHORIZATION FOR DEDUCTION OF UNION DUES

I hereby authorize my employer to deduct from my wages each applicable pay period my Union Dues and/or Uniform Assessments as certified to the Employer by the Union, and to transmit this amount to the Financial Secretary of the Union.

I understand that this authorization is voluntary and I may revoke it at any time by giving my Employer thirty (30) days advance notice in writing.

DATE

SIGNED

JOB TITLE

DEPARTMENT DIVISION/ACTIVITY

LOCAL UNION

SOCIAL SECURITY NUMBER

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): _____

APPENDIX D: NOTICE OF DISCIPLINARY ACTION

SRSB/U

(Prepare in triplicate)

___ verbal reprimand
(does not affect merit)

___ written warning

___ suspension

___ dismissal

Effective date of action _____, 20___, at _____m.

NAME OF EMPLOYEE

CLASSIFICATION

DEPARTMENT

DIVISION

You are hereby notified of your suspension for ___ days (not to exceed 30) and/or dismissal on the date shown above. In case of suspension only, you are to report back to work at ___ .m. on _____, 20___.

CHARGE(S) SPECIFICATIONS: NATURE OF VIOLATION OR MISCONDUCT, DATES, TIMES, PLACE, ETC.

This action initiated by: _____
Immediate Supervisor

Approved by: _____ Date: _____
Authority

Appointing

AFFIDAVIT OF EMPLOYER: I hereby certify that on the ___ day of _____, 20___ at _____ o'clock, I delivered ___, forwarded by mail ___, a true copy of the foregoing notice to the employee named herein.

Signature of affiant: _____

STATEMENT OF EMPLOYEE: I hereby certify that I have read the above charge(s) and specifications and have received a true copy of same on this ___ day of _____, 20___, and my signature in no way implies that I agree with the basis of the action.

Signature of employee: _____

Signature of Chairman or Representative: _____

THE EMPLOYEE MAY SUBMIT A WRITTEN STATEMENT RESPONDING TO THE REPRIMAND.

Copies to: Employee
Personnel Records
Union Representative