

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE HERNANDO COUNTY SCHOOL BOARD  
AND  
HERNANDO UNITED SCHOOL WORKERS  
FEA/UNITED, AFT, AFL-CIO, NEA  
JULY 01, 2010 through JUNE 30, 2026

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## **ARTICLE I**

### **SCOPE AND PURPOSE**

**Section 1: Parties.** This Agreement is between the Hernando United School Workers (hereafter "Union") and the Hernando County School Board, (hereafter "Board", "Employer", or "School Board").

**Section 2: Purpose.** It is the general purpose of this Agreement to promote the mutual interest of the parties. The parties to this Agreement will cooperate fully to secure the advancement and achievement of this Agreement and related School Board Policy.

**Section 3: Entire Agreement.** This Agreement constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by authorized representatives of both parties, and supersedes any and all previous agreements and understandings between the parties, either written or oral.

**Section 4: Effect of Laws, Ordinances and Regulations.** Nothing in this Agreement shall require either party to act in violation of any federal, state or local law or Board policy or regulations, which shall take precedence when inconsistent with this Agreement. In the event that any of the provisions of this Agreement shall be held in violation of any federal, state or local law by a court of final appeal, such determinations shall not in any way affect the remaining provisions of this Agreement, unless otherwise provided by law.

**Section 5: Negotiations, Mediation and Impasse.**

A. In contract bargaining, mediation shall be by mutual consent of the parties. Each party shall be entitled to provide the Mediator and the other party with whatever information it wishes as to its position. Negotiations with the Mediator present shall be arranged by mutual agreement. Recommendations by the Mediator shall be advisory only and shall not be admissible in evidence in any subsequent proceedings, including impasse proceeding, without the written consent of both parties.

B. Should the FMCS decline to assist the parties, the parties may utilize a PERC appointed Mediator under the same conditions set forth in paragraph A above.

C. The parties shall resolve negotiation impasses as and to the extent required by law.

## **ARTICLE II**

### **RECOGNITION**

**Section 1: Of the Union.** The Board hereby recognizes the Union as the exclusive bargaining representative for all full and regular part-time employees in the unit certified by the Public Employees Relations Commission in certification # 1005 dated February 2, 1993, recognizing the consolidation of units. The parties further agree that the substitute bus operators and attendants not appointed by the School Board are casual employees and not included in the bargaining unit.

**Section 2: By the Union.** The Union recognizes that the Superintendent is the sole collective bargaining representative of the Board. The Union and the Board mutually recognize that bargaining is conducted solely and exclusively by the Union as certified exclusive bargaining agent and the Superintendent as the Chief Executive Officer of the Hernando County School Board.

**Section 3: Unit Amendment.** When a new job description/position title is approved by the Board, the Union will have the right to request that the position be included or excluded from the bargaining unit. The Superintendent shall respond within twenty (20) working days. If the Union request is denied, the Superintendent shall state in writing the reasons for rejection in his/her response. In the event of a disagreement on the issue of any specific job description/position, PERC shall be petitioned for a ruling on the inclusion or exclusion of the position. Any person placed in a contested position shall upon a ruling by PERC for inclusion in the bargaining unit, receive all rights granted under this Agreement from the time of initial placement.

## **ARTICLE III**

### **UNION RIGHTS, PRIVILEGES AND OBLIGATIONS**

**Section 1: Board Policies.** Electronic copies of the School Board Policy Manual shall be provided online. Hard copies will be made available upon request at the expense of the Union.

**Section 2: Access to Information.** The Board agrees to provide to the Union, upon request by an officer, access to information deemed by law subject to disclosure. Upon request, the Union shall be granted access to employee personnel files to the extent permitted by law. The Board shall have the right to have a representative present at all times during the review of such documents. Upon request, copies of all such documents shall be furnished to the Union at the same cost as charged to the public.

**Section 3: Notice.** The Union shall notify the Superintendent in writing of the names of its' representatives.

**Section 4: Visitation by Union Business Agents.** The Department Head, Principal, or his designee, shall permit an authorized non-employee Representative of the Union to have reasonable access to work locations to conduct business during normal working hours. Representative shall be authorized by the President or his/her designee (Any such Representative desiring to have access shall first obtain permission from the Department Head, Principal, his/her designee before going into such a working area.) The Representative will in no way interfere with the work of employees or the operation of the department. If, during a visit the Representative wishes to have a private conversation with an employee, the Department Head, principal, or his/her designee will provide an area for the discussion and allow same on the employees time, which can be at a break or some time the managerial employee determines.

**Section 5: Activities.** One, if needed, designated paid Union Representative shall be provided time for resolution of grievances in accordance with Article VII, Section 11.

**Section 6: Bulletin Boards.** The School Board shall provide one (1) bulletin board in the lunch room, break room, cafeteria or planning area of each work location for the exclusive use of the Union for the posting of notices of Union meetings and official Union business. An additional bulletin board may be installed in each cost center at the expense of the Union Approval of the Superintendent's office would be required for additional bulletin boards at the Union's expense. Nothing shall be posted which contains foul or abusive language, political advertisements or endorsements, business advertisements, personal solicitation or any matter that is detrimental to or critical of any individual or to the school system; provided business advertisements or personal solicitations that are an integral part of the Union regular monthly or quarterly newsletter do not have to be removed from the Newsletter in order to be posted.

**Section 7: Mail Boxes.** The Union shall be allowed to place in mailboxes, if any, of unit employees, the same kind of information under the same conditions as in Section 6 above.

**Section 8: Contract Negotiations.** When, by mutual agreement, negotiation for replacement or extension to this contract are held during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, up to four (4) of the Union employee members of the Union negotiating team will lose no pay; provided, they shall be designated by the Union at the beginning of and for the duration of the negotiations. There shall be no pay for substitutes unless the substitute is designated by the Union as an alternate replacement for one of the four (4) previously designated employee members; provided, further the Union agrees to reimburse the Board the cost of hiring replacement substitutes to replace any or all of the four (4) who negotiate between 8 a.m. and 5 p.m. The Union shall not be obligated for reimbursement if the replacement substitute utilized would otherwise be paid by the Board for the time.

**Section 9: Use of Facilities.** The Union shall be allowed to use meeting or conference rooms for Union meetings outside the times the rooms are used for normal school business, provided:

- (1) the use will in no way interfere with or impede operations;
- (2) prior permission is sought from and approved by the department head, location head or principal responsible for the work site; and
- (3) the Union reimburses the Board for the cost of any damage or custodial services necessitated by the meeting.

**Section 10: Union Conventions & Seminars.**

A. Subject to operational needs and prior approval by the Superintendent or his/her designee, the Board will allow up to forty (40) days of temporary duty leave with pay to be divided among all bargaining unit employees who are members of the Union, to attend Union seminars, state, and national conventions. HUSW will fully reimburse the board for the cost of such temporary duty leave.

B. Subject to operational needs and prior approval by the Superintendent, or his/her designee, the Union President or his/her designee will be granted up to one (1) day of each semester to attend Union seminars



and meetings without loss of pay. The Union shall reimburse the Board for a substitute for the President or designee

**Section 11: Right to Representation.** In any meeting called by a member of management with an employee to consider disciplinary action against the employee, the employee shall be advised that the meeting concerns potential disciplinary action and be allowed to have Union representation at the meeting. When a meeting is called by a member of management that does not involve possible discipline of the employee, the employee shall attend and shall not be entitled to representation by the Union or anyone else.

**Section 12: Union Representation.** The Union retains the right to represent all employees of the bargaining unit consistent with applicable statutes.

**Section 13: New Employee Orientation.**

A. Space will be provided at the Human Resources Department for the placement of Union Information Packets to be made available to all new employees.

B. The Union will be allowed to hold meetings with new employees up to fifteen (15) minutes at the beginning of each school year to welcome them as employees and to explain the role of the Union as exclusive bargaining agent. Such meetings shall be held during normal working hours at times, places and in groups, as determined by the Superintendent.

**Section 14: Exclusivity.** Only the Union and the Board shall have the right to enforce this Agreement. Only the Union shall have the right to utilize bulletin boards, school grounds and school facilities for the purpose of administering and enforcing this Agreement nor shall any other labor organization or labor representative be permitted to deal with the Superintendent or Board representing bargaining unit employees unless otherwise required by law.

**Section 15: Subcontracting.**

A. The employer may subcontract special, one time, or emergency projects or assignments, the cost of which is less than \$25,000, without bargaining with the Union over the decision or the impact even if the work is or could be considered bargaining unit work so long as it does not result in a bargaining unit employee losing his job with the Board.

B. If the Superintendent decides to recommend contracting out other bargaining unit work which will have the effect of replacing the current bargaining unit employees, the Superintendent shall notify the Union not less than thirty (30) days before a final decision to subcontract is made by the Board, and upon request, bargain with the Union over the decision as well as the impact. If no agreement between the Superintendent and the Union is reached on the decision to subcontract within twenty (20) days after the notice is received, the Board shall have the exclusive right to make the decision as to whether to subcontract out the work. If no agreement on impact is made within twenty (20) days after notice is received, the parties agree to waive Special Master and submit the final decision on impact to the Board in accordance with Chapter 447.

**Section 16: Inter-School Mail.** The Union may utilize the inter-school mail service to the same extent and under the same restrictions it is allowed to use bulletin boards under Section 6 and subject to the rules and regulations of the U.S. Postal Service; provided no boxes, books or other bulky materials will be sent through the inter-school mail.

**Section 17: Information from the Superintendent.** The Superintendent will notify the Union of additions and deletions to the bargaining unit upon request from the Union.

**Section 18: Removal/Sending of Union Materials.** With respect to Article III, Sections 6, 7 and 16, the parties agree:

A. If an item is posted on the bulletin board or materials are placed in an employee's mailbox which violate the prohibition of Section 6, it or they may be removed by management after the Union has first been given the opportunity to remove same.

B. If an item which is disseminated through the inter-school mail violates the prohibition of Section 6, from that date forward, all items disseminated through the inter-school mail system will require prior approval of the Superintendent, which approval will not be withheld so long as the material is consistent with Article III, Section 6.

**Section 19: Performance Survey.** Bargaining unit members may be asked for opinions, assistance, or information regarding other unit employee's performance as to the quality and quantity of work performed; however, the evaluation instrument will be completed and signed by management.

#### **ARTICLE IV** **FAIR PRACTICES AND EQUAL OPPORTUNITY**

**Section 1: Rights Under PERC.** Consistent with the Florida Statutes, Chapter 447, each employee of the bargaining unit has the right, freely, without fear of penalty or reprisal, to form, join, and assist the Union and to refrain from any such activity; and each employee shall be protected by the Union and the Board in the exercise of these rights.

**Section 2 (A): Equal Opportunity.** There shall be no illegal discrimination in employment, employment opportunities or job actions on the basis of race, color, religion, age, sex, national origin, handicap or marital status unless one or more of the above constitute a bona fide occupational qualification within the meaning of the law. No employee will be illegally discriminated against or given preference because of any of the above characteristics, unless otherwise required by law.

**Section 2 (B): Laws and Statutes.**

(i) Employees shall have the protection of all rights to which they are entitled by the Constitution of the United States, Federal Statutes, Florida Constitution, Florida Statutes, DOE Policies and Regulations and School Board Policies, including those set forth in Sections 1 and 2(A) of this Article, and Article XIV, Section 6. The Union agrees that it will not represent any employee or group of employees who file any legal action other than under Article VII over the violation, misinterpretation or misapplication of any of the above or any other legal claim if the employer agrees to arbitrate the grievance under (ii) below. If the employer does not agree to arbitrate such grievance and the employee or employees file or files a judicial, administrative or other legal claim, the Union may represent the employee or employees. The Union will not file a judicial, administrative or other claim over the violation, misinterpretation or misapplication of any of the above in behalf of any employee, group of employees or the Union but its exclusive means of resolving such disputes shall be Article VII.

(ii) All claims or potential claims, whether legal; administrative or otherwise, of a violation, misinterpretation or misapplication of an employee's or group of employees' rights under section 2(B)(i) above, shall be subject to the grievance procedure in Article VII, Section 4 but shall not be subject to arbitration under Section 5 of Article VII except by mutual written consent of the parties to arbitrate the particular grievance or grievances. Should an employee or group of employees seek judicial or administrative relief with respect to the rights referred to in Section 2(B)(i), he or they shall relinquish the right to proceed under Article VII.

**Section 3: Employee Obligations.** Employees shall not transport students except in accordance with School Board rules. The parties agree to work in a cooperative manner and adhere to Board policies, practices and procedures not inconsistent with this Agreement.

**Section 4: Public Discipline.** Administrators shall not discipline employees in the presence of students or parents except in an emergency or when it is necessary to maintain proper discipline or to insure the problem is corrected immediately.

#### **ARTICLE V** **MANAGEMENT RIGHTS**

**Section 1: General.** Any of the rights, powers, or authority the Board previously possessed or enjoyed prior to this Agreement are retained and may be exercised without prior notice to or consultation with the Union except as expressly abridged, limited, or modified by the written terms of this Agreement including the following:

(1) To manage the school system and to exercise sole, exclusive control and discretion over the operations and organization of the Board and the Hernando County School System and the operations thereof;

(2) To close, combine, eliminate, reduce or increase departments, division, offices, or other subdivisions or part of the School Board;

(3) To determine the purpose and functions of the Board and its constituent agencies, divisions, and departments;

- (4) To perform those duties and exercise those responsibilities which are assigned to it by law or by regulations of the State Board of Education and by State Law;
- (5) To determine and adopt such policies and programs, standards, rules, and regulations as are deemed necessary for the efficient operation and general improvement of the Board's school system as long as such is not inconsistent with this Agreement;
- (6) To assign, reassign, abolish or rotate work, work schedules, routes, shifts, work locations and equipment, and the number of jobs or employees;
- (7) To change or eliminate materials, processes, products, service, equipment, production and work schedules, and methods of operation;
- (8) To require employees to work overtime; to appoint or not appoint employees for the school year to positions within the bargaining unit;
- (9) To subcontract, sell, franchise out or otherwise dispose of any or all work, operation or part thereof;
- (10) To determine and publish the school calendar;
- (11) To be the sole judge of applicants for employment; to determine the qualifications of employees;
- (12) To set the methods, means of operations, and standards of services to be offered throughout the Hernando County School System;
- (13) To determine and re-determine job content;
- (14) To decide the number, location, design, and maintenance of its schools, departments and facilities, supplies and equipment.
- (15) To supervise and determine the qualifications of all employees of the Board, to determine appropriate procedures and standards of conduct to insure satisfactory employee performance; to select, hire, discharge, evaluate, lay off, assign, transfer, promote, demote, and direct all employees and their work consistent with this Agreement;
- (16) To discharge, suspend or otherwise discipline any employees consistent with this Agreement and applicable law;
- (17) To maintain, rescind, issue, publish, modify and enforce Board and Departmental policies, procedures, rules, practices, directives, operational procedures, and regulations not in conflict with the express provisions of this Agreement or applicable law, as it may from time to time deem best for the purpose of maintaining effective operation and order and safety in the schools. Notice thereof shall be given to the Union and the employees affected. Compliance therewith by the employee shall thereafter be required unless and until rescinded or amended by the Board;
- (18) To determine the services to be provided by the Board and the functions of all employees, departments and other facilities;
- (19) To have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the School Board may determine to be necessary for the orderly and efficient operations of the School Board.
- (20) To exercise other rights to manage the school system and the educational processes which are not recited in or expressly limited by this Agreement.

Employer's failure to exercise any rights hereby reserved to it or its exercising any right in any particular way shall not be deemed a waiver of its rights to exercise such rights or preclude the employer from exercising the same in any other way not in conflict with the express provisions of this agreement. Further, the Employer recognizes the right of the Union to bargain over the impact of the exercise of Management Rights except, upon request by the Union within ten (10) days after notice to the Union or the Union knew or should have known of the exercise, the employer agrees to bargain over the impact to the extent required to do so by law.

The Superintendent or the Board, whichever is applicable, may proceed to implement his/her or its decision with respect to the impact of the exercise, 1.) to the extent allowed by law, 2.) in the case of operational necessity, or 3.) if after ten (10) days of a timely request to bargain impact by the Union there has been no agreement; provided, the Superintendent has made his/her representatives available for bargaining during the ten (10) day period. If the implementation adversely affects employees' wages, fringe benefits or hours of work, the Union reserves the right to require completion of the statutory impasse procedure under Florida Chapter 447 as to impact.

**Section 2: State Law.** The Board and Superintendent retain and reserve all rights, powers, duties, authority, and responsibility conferred upon and vested in it by laws and constitution of the State of Florida.

**Section 3: Right to Grieve.** The exercise of management rights in this Article shall not preclude employees from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of the Collective Bargaining Agreement.

**Section 4: Emergencies.** If the Administration determines that a civil emergency exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the Superintendent and/or the School Board during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. The Union will be notified of the emergency as soon as practical and the Superintendent, or his/her designee, will meet with the President of the Union to explain the emergency and consider the Union's suggestions.

**Section 5: Job Duties.** It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees may be required to perform other job-related duties not specifically contained in the job description; however, employees required to perform such duties shall be qualified for the work to be performed.

**Section 6: Cooperation.** Delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Union, Superintendent and the Board. Accordingly, they all agree to cooperate to insure efficient and diligent delivery of services to the public.

## **ARTICLE VI** **UNION DUES**

**Section 1: Authorization.** A member of the bargaining unit, and only such a member, may present written, signed authorization to the Board to deduct Union dues from his/her salary. Each authorization shall be effective until the earlier of the two occurrences:

- A. Loss of certification by the Union as the bargaining agent for the employees covered by this contract.
- B. Thirty (30) days after written notice of revocation of said authorization by the employee to the Board and the Union.

**Section 2: Dues.** The Board will deduct bi-weekly Union dues from the paychecks of those Unit employees who authorize such deduction in writing in the manner allowed by law. Deductions will begin the second pay period after the Employer receives such written authorization. No deduction shall be allowed for payment of initiation fees, assessment or fines.

**Section 3: Amount.** The Union will notify the Superintendent as to any change in the amount of dues. This notice must state the monthly amount in dollars and cents for each individual member classification. Such notification will be certified to the Superintendent in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. The Employer shall change the deduction as soon as practical consistent with its normal bookkeeping procedures, but no less than sixty (60) days after the change is certified to the Superintendent, so long as the certification is legally sufficient.

**Section 4: Remittance.** The Board's obligations with respect to said funds are the collection and transmittal of the funds to the Union within fifteen (15) days of receipt whenever possible. The Union, its officers, agents, and members will hold the Board and its agents harmless for the cost and results of any action which may be brought by any of its members, groups of members or agencies of law with respect to the use of disposition of said funds after they have been transmitted to the Union.

**Section 5: Minimum Pay.** No deduction shall be made from the pay of any payroll period in which the employee's net earnings for that payroll period, after other authorized or legally required deductions, are less than the amount of dues to be checked off.

**Section 6: Indemnity.** The Union will indemnify, defend, and hold the Board harmless against any and all claims, demands or suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Board on account of payroll deductions of Union dues. The Union agrees that in case of overpayment, proper adjustment, if any, will be made by the Union to the affected employee.

**Section 7: Prohibited Deductions.** The Board is prohibited from any involvement in the collection of fines, penalties, or special assessments levied or attempted to be levied upon its employees by the Union, its officers, agents or members.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1: Definition of Grievance.**

A. A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an individual or group of employees and/or the interpretation, meaning, or application of any of the provisions of this Agreement and/or Board policies.

B. Only grievances based upon a dispute involving the interpretation of the Agreement shall be arbitratable. All other grievances shall have Step 3 as the final step.

**Section 2: Definitions.**

A. The term "employee" includes any individual within the bargaining unit covered by this Agreement except probationary employees.

B. An "aggrieved party" or "grievant" is the employee or group of employees who submit(s) a grievance, signed at the appropriate step, or on whose behalf a grievance, signed by the employee(s) at the appropriate step, is submitted by the Union, or the Union, who, when acting as a party in interest, submits a grievance, signed at the appropriate step, by an official of the Union.

C. The grievant has the right to the presence of a "Union representative" at all steps of the grievance procedure.

D. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

E. The term "day" when used in this procedure shall mean work days Monday through Friday, exclusive of holidays.

**Section 3: Withdrawal.** A grievance may be withdrawn by the grievant at any time and at any step of this procedure.

**Section 4: Grievance Procedure.**

**Introduction to Grievance Procedure:** It is imperative, for the smoothest possible operation of the school district, that all grievances be solved at the informal process level whenever possible. No formal grievances will be filed until every effort has been made at the informal stage. Should individual barriers arise, the President of the Union and the Director of Human Resources shall intervene and attempt to assist in the resolution.

A. Informal Procedure. The parties wish to encourage the resolution of potential grievances at the lowest level possible without having to resort to the formal grievance procedure. Therefore, no later than ten (10) working days after the event that gives rise to the grievance or said event is known or should have been known to the employee, the grievant and/or his/her representative, shall request a meeting with his/her immediate supervisor to discuss the potential grievance.

A.(1) Mediation. At any step of this procedure, the parties may by mutual written consent utilize the services of an impartial mediator to assist in attempting to resolve the grievance. Recommendations of such a mediator shall not be binding upon the parties nor admissible in any arbitration or other proceeding without the express written consent of both parties.

B. Formal Procedure.

Step 1: If the potential grievance is not resolved through informal discussions within ten (10) working days after the grievant and/or his representative requests a meeting with his/her supervisor, regardless of whether the meeting has occurred, the grievant may submit his/her grievance in writing and sign it. The written grievance must include:

- a.) A statement of the grievance and the facts involved;
- b.) The remedy requested;
- c.) The Articles and Sections of the agreement which grievant claims has been violated.

The grievant and/or his/her representative may thereafter request a formal meeting with the immediate supervisor. The immediate supervisor will respond to the grievance within five (5) working days after the meeting.

**Step 2:** If the grievant is not satisfied with the disposition in Step 1, he/she may appeal the Step 1 action in writing to his/her Department Head within ten (10) working days of the Step 1 decision or the last day on which the Step 1 decision could have been made, whichever first occurs. After the submission is made, upon request of either party, the grievant, Union Representative and the Department Head, and/or his/her designee, shall meet and/or discuss the grievance; in any event, the Department Head or his/her designee shall render his/her decision in writing within five (5) working days after the meeting or discussion is held but not later than ten (10) working days after receipt of the appeal from Step 1, whichever first occurs.

**Step 3:** If the grievance is not settled in Step 2, within ten (10) working days of the decision of the Department Head, or on the last day on which the Department Head could have made a decision, whichever first occurs, the grievant may appeal the decision to the Superintendent.

a.) At the request of the Union or the employee, a meeting between the Superintendent, or his/her designee, a Union representative and the grievant shall be held at a mutually agreeable time, but not more than ten (10) working days after receipt of the appeal to Step 3 by the Superintendent.

b.) The Superintendent, or his/her designee, will issue his/her decision within ten (10) working days after the meeting held under subparagraph (a) above.

Failure of the parties to meet and/or discuss a grievance to make a decision within the time provided in steps 1, 2 or 3 of the grievance procedure shall be deemed a denial of the grievance by the Management, and the employee or the Union shall proceed with the next step as if the decision had been made on the last day allowed.

**Section 5: Arbitration.** Except as otherwise stated in this Agreement, arbitratable grievances that have been properly submitted under Section 4 shall be subject to arbitration in accordance with the following procedures.

Arbitration proceedings must be initiated by the serving, by the Union, of a written demand to the Superintendent, or his/her designee, for arbitration which shall be made within fifteen (15) days of the decision in Step 3 or the last day on which a Step 3 decision could have been made, whichever first occurs.

**Section 6(A): Selection of Arbitrator.** As soon after the demand for arbitration is served and a list of arbitrators has been received by the FMCS, the parties shall meet or confer by telephone in order to select an arbitrator to hear and decide the grievance. The Union and the School Board shall each have the right to alternatively strike three (3) names from the list. The party to strike first shall be decided by the flip of a coin. The name remaining shall be the arbitrator. Subject to Section 8, the arbitrator selected shall decide the dispute and such decision shall be final and binding on the parties and the employees.

**Section 6(B): Fees and Expenses.** The fees and expenses of the arbitration shall be borne equally by the parties. Each party shall be responsible for its own attorney's fees, any court reporting services it wishes to use, and the wages of employees, whether they be witnesses, potential witnesses, representatives, or grievants, it utilizes in any arbitration proceeding.

**Section 7: Authority of Arbitrator.** The arbitrator shall have no power to add to, to subtract from, to modify, or to alter the terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter expressly or implied excluded from arbitration. The arbitrator is not to proceed in contravention of the limitations upon his powers as expressed in Section 8 hereof. The arbitrator shall not award back wages or other monetary relief to the Union or to any employee who has not filed a timely signed grievance under Section 4(B) Step 1 above.

**Section 8: Arbitrability.** If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until he/she has issued his findings on the question of arbitrability.

**Section 9: Decision.** The decision of the arbitrator on any arbitrable issue shall be supported by substantial evidence on the record as a whole and shall be final and binding on the employee, School Board and Union.

**Section 10: Time Limits.** The time limits set forth in Sections 4 and 5 are to be considered of the essence of the grievance and arbitration procedure, and failure of the employee or the Union to meet any time limit set forth therein shall, unless the parties by written mutual agreement have extended a time limit, constitute waiver of the grievance and acceptance of the Superintendent's or Board's position.

**Section 11: Time Off/Pay.** The informal procedure and Step 1 of the formal grievance procedure shall be carried out during the employee's work hours at a time and place designated by the supervisor based on operational needs, and neither the employee nor the employee Union representative, if any, shall lose pay. The Superintendent, or his/her designee, shall determine when Steps 2 and 3 shall be processed, and if the Step or Steps are processed during their scheduled working hours, neither the grievant or Union representative shall lose pay. Employee witnesses, including the grievant and the Union representative, whom the Superintendent or his/her designee, may at their option choose to interview in Steps 1, 2 or 3 shall lose no pay if interviewed during their working hours, and if interviewed after or before such hours, shall be paid for such time as if they were performing other work for the School Board. The School Board shall not be responsible to pay any employee representative, officer or agent of the Union for any time spent processing grievance matters, but will allow one such person plus the grievant per grievance reasonable time off with or without pay as agreed to by the parties for said activities upon reasonable prior notice if in management's opinion work requirements will allow such absence.

**Section 12: Grievances by Non-Union Member.** When the Union elects to not process a grievance for an employee because of the employee's non-membership in the Union, the employee shall assume all the burden, limitations and obligations, including financial obligations, of the Union under this Article and any other Article that may apply to his grievance.

**Section 13: General.**

A. There shall be no class grievances without mutual consent; however, where more than one (1) employee has filed a timely signed grievance on the same subject, all such grievances may be determined in the same arbitration proceeding.

B. The filing of a grievance shall in no way interfere with the right of the School Board or the Superintendent to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance prior to and during the time the grievance has been filed, and shall not discontinue his/her duties prior to or during the time a grievance is being processed, unless the employee has been terminated.

C. No reprisals or recriminations of any kind shall be taken by the Board, Administration, or supervisory personnel, or Union against any party in interest, any Union representative, or any other participant in the grievance procedure, by reason of such participation.

**Section 14: Election of Forums.** (Non-duplication of Remedies): The commencing of legal proceedings against the Board and/or the Superintendent, or any agent or representative of either, in a court of law or equity or before the Public Employee Relations Commission or any other administrative agency by an employee, employees, or the Union for an alleged violation or violations of the expressed terms of this Agreement shall be deemed a waiver of said employee, employees, or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement.

**Section 15: Right to Representation.** A party to a grievance proceeding shall have the right to request representation of his/her choice at any step of the informal and formal proceedings. The grievant shall not be required to discuss any grievance filed if the grievant's representative is not present; however, the grievant will select another representative in order that a meeting may proceed. An employee may avail himself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the Union provided that:

A. The adjustment is not inconsistent with the terms of this Agreement; and

B. The Union has been given reasonable opportunity to be present at any meeting called in the resolution of such grievance.

## **ARTICLE VIII**

### **APPOINTMENT, DISCIPLINE AND DISCHARGE**

**Section 1: Probationary Employees.**

Bargaining unit members shall serve an initial probationary period of 60 work days, excluding holidays and weekends, during which time they can be terminated without cause. All benefits will become effective according to Board policy.

**Section 2: Regular Full and Regular Part Time Employees.** Regular full and regular part time employees who have successfully completed their initial probationary period may be disciplined or discharged for cause during the school year for which they have been appointed by the Board as provided under the Board's applicable Discipline and Discharge policies and procedures. Management shall have (10) working days, as defined in Article VII, to initiate any action against an employee that could lead to discipline or discharge. The ten (10) day limit starts when management learns of any cause which may be subject to disciplinary action. Regular full time employees are defined as those employees who work eight hours a day. Regular part time employees are defined as those employees who work less than eight hours per day.

**Section 3: Appointment and Reappointment.**

A. Subject only to applicable law, initial appointment and reappointment for a school year, or part thereof, shall be within the sole discretion of the Superintendent and the Board and failure to appoint or reappoint to employment or a particular position need not be for cause or for any reason; except, however, after the employee has completed three (3) full consecutive years of employment as a full time regular employee, as of the date the Superintendent formally recommended bargaining unit employees for appointment for the next school year, reappointment to employment year to year thereafter shall be automatic unless the Superintendent and/or the Board have legitimate operational reasons or just cause under the Board's Policies and Procedures not to reappoint the employee. (It is clearly understood by the parties that this means the employee is appointed at the Superintendent's option for the fourth year, but reappointment thereafter will be automatic subject to the reasons set forth in subparagraph (A) (See applicable Board Policy).

B. To be considered a full year under (A) above, the employee must have actually worked more than fifty percent (50%) plus 1 of the days he was scheduled and may have no unapproved absences during this anniversary year.

C. All current employees with three (3) or more consecutive full years of service as a full time employee as of the date the Superintendent formally recommended appointment for the 1990-91 school year shall be deemed to have met the three (3) year requirement (that means these employee who met the requirements of subparagraph (B) and were appointed by the Superintendent for the 1990-91 school year will be re-appointed subject to (A) above.) Those current employees with less than three (3) years shall be given credit towards meeting the three (3) year requirement based on the conditions set forth in subparagraph (B) above.

## **ARTICLE IX SENIORITY, LAYOFF AND RECALL**

**Section 1: SENIORITY.** Begins on the date of hire as a regular full time employee of the school district.

**Section 2: Definitions.**

A. Classification Seniority. (Also referred to as position seniority) - Classification Seniority is the length of time an employee has been continuously employed in his/her current position classification. Classification seniority will be lost or changed upon the loss of seniority under Section 4, the permanent transfer, promotion, demotion or reassignment to or from one job classification to another.

B. District Seniority. The total time an employee has worked for the School Board without loss of seniority under Section 4.

C. Upon request, the Union will be provided an alphabetical list by job classification of all Bargaining Unit Members employed in the District. Said list shall contain the "Classification" and "District" seniority status of all Bargaining Unit Members employed by the School Board.

**Section 3: Accrual.** School Board and classification seniority shall continue to accrue during all types of compensable leave approved by the Board.

**Section 4. Loss of Seniority.** An employee shall lose his seniority and be terminated from School Board employment as the result of any one of the following:

- A. Discharge
- B. Retirement
- C. Voluntary resignation
- D. Layoff exceeding Two (2) years.
- E. Failure to report to the Department Head the intention to return to work within ten (10) calendar days of receipt of a recall notice.
- F. Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management.



**Section 5: Reduction in Force.** In the event the Board decides to lay off employees within a department, the Board will first lay off those employees employed on a temporary, part-time temporary or casual basis in the area affected by the layoff. If further layoffs are necessary, selection among regular full-time and regular part-time employees shall be based upon:

- A. Ask for volunteers first
- B. Ability to perform all of the work available.
- C. Special skills essential to the performance of the available work.
- D. Job performance as reflected by the job evaluations for the past three years or the most recent evaluations available.
- E. Job classification seniority.

Unless unusual circumstances exist, when factors B, C and D are relatively equal among employees, factor E shall be determinative.

**Section 6: Elimination of Job Position.** In cases where jobs are eliminated HUSW and the HCSB agree that if the employee affected is a tenured employee, an effort will be made to place that employee in another job at the same rate of pay and benefits before section 7 will be utilized.

**Section 7: Bumping.** A senior employee who is to be laid off may bump a junior employee with less School Board seniority if he/she is qualified to perform all of the functions of the job as well as the junior employee being bumped. An employee who is allowed to bump under this provision shall:

- A. Receive his/her regular scheduled rate of pay if the bump is lateral (i.e. same/similar classification); or
- B. Be placed on the lower salary schedule at his/her seniority level if the bump is vertical (i.e. lower classification): and if, or when, a vacancy occurs in the same job classification, he/she shall be reinstated at the appropriate level for his/her years of service.

**Section 8: Recall.** Except for employees laid off pursuant to Section 7 above, regular full and regular part-time employees who have not been laid off for more than twenty-four (24) months will be recalled for vacancies in the job classification from which they were laid off under Section 10 below; provided, at the time the vacancy occurs, they remain qualified to perform all of the functions of the job. If they are recalled within said period, their School Board, departmental and classification seniority shall not be broken; however, they will not be given credit toward seniority for the period of the layoff nor shall they receive wages or benefits during the period of the layoff. Written notice of recall to the last address in the employee's personnel file shall fulfill the employer's recall obligations under this Section. Employees recalled to service in the same position under this provision shall be returned to their last placement on the salary schedule if placed in same position.

**Section 9: Re-employment.** At the option of the Board, upon recommendation by the Superintendent, any regular full or regular part-time employee laid off for less than twenty four (24) months, may be re-employed in another position in the school system, in which case, his/her pay shall be that of the entry level of the job classification to which he/she is assigned at the appropriate level for his/her years of service. Employees re-employed under this section within two years of their layoff, shall not lose School Board seniority accumulated prior to the layoff, but shall not be given credit for the period of the layoff towards seniority; or, except as provided by law shall they receive wages or benefits during the period of the layoff. If the employee accepts such re-employment, he/she shall not be eligible for recall under Section 7.

**Section 10: Notice of Recall or Re-employment.** Notice of recall re-employment pursuant to this section shall be made by certified mail to the employees last known address.

**Section 11: Order of Recall.** Recall under Section 8 will be in inverse order of layoff as jobs become vacant within his job classification.

## **ARTICLE X**

### **PROMOTIONS/TRANSFERS**

#### **Section 1: Postings.**

A. Openings for bargaining unit positions will be posted online except when for operational reasons the Superintendent otherwise fills the position. All positions will be posted as internal postings that are available to current School Board employees only and will be advertised for two (2) business days. If after two business days, the hiring administrator does not find a suitable candidate, the position will be posted as an external position for any (internal and external) applicant to apply. External positions shall be posted for a minimum of three (3) business days prior to filling the position, unless the designated HUSW union official(s) approve the position to be filled as soon as a qualified applicant is available.

B. Recognizing that the Transportation Department is unique, open bus routes, open bus aide, and utility driver and utility bus aide vacancies may be filled from within the Transportation Department. These openings will be posted in the Transportation Department for three (3) days.

Criteria for selection for these positions shall be:

- (1) Ability to perform the work assignment
- (2) Special skills essential for the position
- (3) Former job performance and/or evaluations for the past three (3) years
- (4) Seniority by job classification

If 1, 2, and 3 are equal, then "4" will be the deciding factor.

C. If for any reason an exception to B. is deemed necessary, the Director of Transportation, or his/her designee and the President of HUSW, or his/her designee, will meet to reach a mutual agreement. If no agreement is reached a neutral mediator will be used.

**Section 2: Temporary Assignment.** While the final selection is being made, the Superintendent may utilize whomever he wishes to fill the position and the employee will be paid as if the assignment were a temporary transfer.

**Section 3: Application.** Any regular full-time or regular part-time employee interested in a posted position may apply therefore by notifying the interviewer named on the posting of his/her interest prior to the closing date. Employees who apply for a posted vacancy will, if they possess the necessary qualifications for the job, be considered along with all qualified non-employee applicants. When the posting is for a bargaining unit job or a first line supervisory job over bargaining employees, a bargaining unit employee who is considered equally or better qualified, experienced, and able to perform the job by management, then the School Board applicant shall be given preference.

**Section 4: Factors Considered.** Promotions are based upon skill, training, experience, qualifications for the job needed to be done, past job performance and relevant seniority.

**Section 5: Selection.** The decision of the Superintendent, or his/her designee, shall be final; provided, any senior employee by job classification who bid but was not awarded the job may arbitrate his/her non-selection under Article VII and shall have the burden of proof as to each factor considered under Section 4 above that he was better (or more qualified) than the employee selected.

**Section 6: Temporary Transfer.** When an employee is temporarily transferred to a job classification with a different wage rate, he/she will be paid his/her regular rate of pay; provided, after working in a higher classification for a period of five (5) consecutive days he/she will receive the entry level of the higher classification or his regular rate of pay, whichever is higher.

#### **Section 7: Promotion and Permanent Transfers.**

A. If a bargaining unit member is involuntarily transferred for a medical reason(s) to a lower paying position, the employee will assume the pay rate of the lower paying job after one calendar year. Prior to the one year, the member will be paid at their previous rate of pay. A second medical or psychological opinion will be done upon Superintendent or designee request. Employee will carry years of service to the lower paying job after the first year.

B. All employees who transfer to a higher paying position and, as determined by the supervising administrator, are not qualified to perform the duties of said position, or at the request of the employee, will be transferred to another position in the school district upon a position becoming available for which they are qualified. In addition, preference will be given to the employee over any applicant outside the school district.

Rate of pay will be determined by the appropriate salary schedule of the position the employee is assigned or accepts.

C. Bargaining unit members who transfer within the district to a position with the same or like job requirements as defined by the district job description will be placed on the salary schedule for the new position at the same step as they were on for the last job they held in the district. This allows the employee to carry all their years of service with the district as well as the years of service outside the district for which credit was granted to the new job when changing positions that have the same or like requirements.

D. Bargaining unit members who transfer within the district to a position that does not have the same or like job requirements will be allowed to carry  $\frac{1}{2}$  (one half) of their (years of service with the district plus any credit for years granted for employment outside the district) to the new position. A minimum of 3 (three) years will be transferable provided the employee has worked for three years for the district. If an employee has worked less than three years, they will be allowed to carry only the number of years they have worked within the district. Example: If a person works in the district as a bus driver and is being paid at step # 11 on the bus driver salary schedule and changes to a custodian I position, that person would be paid on the custodian I salary schedule at step # 6.

The intent of this section is to separate military experience prior to calculating  $\frac{1}{2}$  the years of experience.

**Military experience should be carried in its entirety to the new position.** Example: If a person works in the district as a bus operator and is being paid at step #11 on the bus operator salary schedule (and 3 years of this was verified military experience) and changes to a custodian 1 position, the 3 years would be subtracted from step #11, leaving eight years. Eight years would then be divided by  $\frac{1}{2}$  to equal step 4. The three years of military would be added to step 4, so that person would be paid on the custodian 1 salary schedule at step #7.

**HOW TO CALCULATE:** This applies only to employees that have previously verified military experience and who are transferring to an unlike position:

1. Subtract the total number of years of verified military experience from the employee's current step.
2. Divide that number by 2 (in order to count  $\frac{1}{2}$  years without the military credit).
3. Round up to the next step if the result is .5 (i.e., if 3.5, then use step #4 of the salary schedule).
4. Add the total number of years of verified military experience to the step that was calculated. This is the step that the employee will be placed on the salary schedule of the position being transferred to.

E. Effective beginning with the School Year 1999-2000 the Board will allow a new employee to the district to receive credit for like job experience while employed outside the district as follows: allowing for one year of credit for each school year starting with four years for the 1999-2000 school year to a maximum of 10 years credit for the School Year 2005-2006. Each year of credit would allow the new employee to move up one step on the salary schedule for their job description. The number of years granted is a maximum of ten (10), including military.

F. No employee of the district will be allowed to transfer into the district credit for years of service outside the district more than once during their employment or reemployment with the Hernando County School District. Transfers for experience within and previous transfers for experience outside the district as stated in C., D., and E. are not retroactive past July 1, 1999.

G. When an employee voluntarily or involuntarily moves to a new position where benefits are included, the employee will not experience any loss or interruption of benefits.

H. Employees who transfer to like positions that are beyond Step 20 on the salary schedule will be paid at Step 20 of the salary schedule to which they are moving or will receive a raise equal to the amount given to those employees beyond Step 20 the previous year, whichever is greater. Employees who transfer to an unlike position will be placed on the salary schedule at the appropriate Step as determined in Article X, Section 7(D).

I. Employees who leave the school district in good-standing as determined by the district and return to a like position may be given credit for all of their experience in the district for the purpose of determining their salary. Employees returning to unlike positions will be given experienced credit in accordance with Article X, Section 7(D). This item is effective July 1, 2003.

**Section 8: Demotions.** When an employee is demoted, they will be paid according to Section 7., part C. or D. whichever is appropriate.

## **ARTICLE XI**

### **DAYS AND HOURS OF WORK AND PREMIUM PAY**

**Section 1: Normal Work Days and Work Weeks.** The normal work week for full time employees is forty (40) hours, including lunch.

**Section 2: Guarantees.** Employees are not guaranteed any specific number of hours per day or per week, except as follows:

A. Bus operators and utility operators are guaranteed three (3) and five (5) hours per day, respectively, providing they show up for work on time, ready and able to drive their route and complete their assignment, if any, for the day.

B. Full time food service workers are guaranteed three (3) hours per day for each day they show up for work on time, ready and able to work and complete their assignment, if any, for the day.

C. The guarantees in subparagraphs (A) and (B) above, shall not exceed the number of days for which the employee was appointed for the school year (e.g. 180, 185, 196, 216, 249 days, etc.), and shall not apply to days the Hernando County School System is closed because of an act of God, emergency, or action of the Board, State Legislature, or any other governmental agency. Bus operators, in addition to their regular hours of work as a driver, will be paid 20 minutes per day for sweeping their bus and doing required paperwork. Effective December 27, 2010, bus operators will be paid 15 minutes per day to conduct a thorough pre-trip. In addition, should a driver choose to fuel their bus, they will be paid an additional 10 minutes per day.

D. Bus driver hours, for leave accrual purposes, will be reviewed 3 times per year, 1<sup>st</sup> at beginning of year, 2<sup>nd</sup> at end of first 9 weeks and 3<sup>rd</sup> after the results of the February FTE are received by the District.

**Section 3: Meals and Other Breaks.**

This section will be implemented in the following manner, subject to operational needs: (except for bus operators and bus attendants).

- A. Employee(s) who work less than four (4) hours do not receive a scheduled break and/or scheduled meal time.
- B. Employee(s) who are hired to work four (4) hours up to six 6.99 hours must receive one (1) scheduled 15-minute break and a scheduled 30-minute meal time.
- C. Employee(s) who are hired to work seven (7) hours or more must receive two (2) scheduled 15-minute breaks and a scheduled 30-minute meal time.
- D. Paraprofessionals entitled to benefits will receive a 30-minute paid lunch.
- E. Food service employees receive breaks and meal times as indicated in A., B., and C. Food service employees who work eight hours per day will receive a 30-minute paid lunch. Food service employees who work less than eight hours will not receive payment for lunch break.

Employee(s) are NOT to remain at their work stations during scheduled breaks and meal time.

**Section 4: Overtime.** Employees who work more than forty (40) hours in a work week shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate or given COMP TIME in lieu thereof; provided, if the employee and the Superintendent, or his/her designee, cannot mutually agree that the time will be placed in the employee's COMP TIME bank, the employee will be paid. Overtime not paid shall be placed in the employee's COMP TIME bank on one and one half (1½) times the overtime hours worked. When it is used or paid it shall be charged against the employee's COMP TIME bank hour for hour.

**Section 5: Comp Time.** For hours worked in excess of forty (40) in a work week, COMP TIME shall be earned at one and one-half (1½) times the hours worked. When it is used or paid it shall be charged against the employee's COMP TIME bank hour for hour. Upon cessation of employment, employees shall be paid the unpaid COMP TIME standing in their account at the rate set forth in Section 8.

**Section 6: Time Off.** Employees shall take COMP TIME off of their COMP TIME bank by mutual agreement.

**Section 7: Records.** The official record of earned COMP TIME for all employees shall be maintained in the same manner as other leave balances.

**Section 8: Compensation for COMP TIME.** Employees will be compensated in cash for COMP TIME remaining in their COMP TIME bank upon termination or separation from employment at their current rate of pay.

**Section 9: Hours Counted.** Compensable absences shall be counted as hours worked solely for the purpose of computing entitlement to overtime. No other time, except actual hours worked, shall be counted as time worked for the purpose of computing entitlement to overtime.

**Section 10: Work on a Holiday, Saturday or Sunday.** Work on a Holiday, Saturday or Sunday shall be paid or COMP TIME given on the same basis as overtime under Section 4, plus any applicable premium rate as set forth in Article XXI, Section 4.

**Section 11: Distribution of Overtime.** The employer will make reasonable efforts to equitably rotate overtime among employees in their classifications who are qualified to perform the available work; however, the employer may assign employees for overtime regardless of the above when the overtime requires special skills or to insure continuity of the work.

**Section 12: Call Back Pay.** When an employee is called back to work (not held over) on other than his/her regularly assigned shift, he/she shall be paid or awarded COMP TIME consistent with this Agreement of two (2) hours or the hours worked on the call back, whichever is greater.

**Section 13: Notice of Permanent Change in Shift.** When the employer permanently changes the shift or shift hours of an employee, when operational needs allow, the employee shall be given twenty (20) work days notice of the permanent change in writing. When the employer determines to change the shift of one or more incumbents in a job classification, volunteers will be sought first. Provided the volunteer is qualified to perform all required duties of the job, the volunteer with the most classification seniority will be selected for the shift change. If there are no volunteers, the employee with the least job classification seniority will be changed provided he/she is qualified to perform all of the requirements for the job.

**Section 14: Pyramiding.** There shall be no pyramiding of overtime pay or COMP TIME.

**Section 15: Paychecks.** Bargaining unit members will receive paychecks according to the Board approved Schedule of Pay Periods. The last paycheck consisting of the balance of their salary will be issued on the last business day of June allowing for corrections to any end of year leave adjustments. Check history/pay stubs are now only available in the enterprise system where the employee will have access for the purpose of reviewing and/or having the ability to print a paper stub.

**Section 16: Alternate Schedules.** Some positions within the bargaining unit may be placed on an alternate schedule to meet operational needs. If more than one position exists at a work site, volunteers will be sought first. Provided the volunteer is qualified to perform all required duties of the job, the volunteer with the most classification seniority will be placed on the alternate schedule. If there are no volunteers, the employee with the least job classification seniority will be placed on the alternate schedule, provided he/she is qualified to perform all of the requirements of the job. Positions will be placed on alternate schedules at the discretion of the site administrator. An employee placed on an alternate schedule shall be notified in writing as soon as possible prior to the end of the preceding school year, but no later than twenty (20) days prior to the first contract day of the school year. Employees will be required to sign paperwork acknowledging they have been informed of the placement on an alternate schedule.

**Section 17: Food Service Training Requirement:** Food service employees are required to meet and maintain all requirements of the job description for which they are being paid, including annual continuing education units (CEU) and certification renewal. Employees will be required to sign an acknowledgement form at the beginning of each school year. Another reminder will be provided to the employee in January of each year. For any food service employee who does not meet the CEU or certification renewal requirements of their current job description by April 15<sup>th</sup> he/she will be nonreappointed (if eligible) or placed in a lower level food service position for which they are qualified for. Once an employee completes all CEU and certification requirements, they may be considered for a higher level food service position the following year.

The United States Department of Agriculture (USDA) has established the requirement for Professional Standard hours for all employees who work in the National School Lunch and Breakfast Programs. Beginning the 2017-2018 school year, all food service employees on a 180 day or 185 day contract will be required to attend a mandatory 8 hour training session during preschool week. For any employee who requests and receives written permission from the Director of Food & Nutrition to be excused from the preschool training will be required to attend a make-up training session that will be scheduled on a non-contract day. In the event an employee does not attend the training, the employee will be considered in violation of the requirements for their position and appropriate disciplinary or performance action will be taken. Employees hired throughout the school year will be required to attend a training session as determined by the Director of Food & Nutrition.

## **ARTICLE XII**

### **VACATIONS**

**Section 1:**     **Accrual.** Twelve month (249) employees shall accrue annual leave consistent with current Board policy as follows:

1 <sup>st</sup> year	½ day per month
2 <sup>nd</sup> through 5 <sup>th</sup> years	1 day per month
6 <sup>th</sup> through 10 <sup>th</sup> years	1 ¼ days per month
Over 10 years	1 ½ days per month

**Section 2:**     **Avoidance.** The alteration of the school year for 12-month employees as a group or any individual employee by the Board or the Superintendent (for example, from 249 to 242 days) shall not be made solely for the purpose of eliminating vacation benefits for a group of employees or an individual employee under this Article.

**Section 3:**     **Vacation Pay-off.** Vacation leave may be accrued without limit. However, employees hired prior to July 1, 1995, may be paid for up to five hundred (500) hours of accrued vacation leave upon resignation, retirement, termination, or if transferred to a position that is not eligible to earn vacation leave. For employees hired after July 1, 1995, a maximum of four hundred and eighty (480) hours of accrued vacation leave may be paid upon resignation, retirement, termination, or if transferred to a position that is not eligible to earn vacation leave.

## **ARTICLE XIII**

### **HOLIDAYS**

**Section 1:**     **Eligibility.** Only twelve (12) month employees are eligible for all paid holidays. All other regular full-time and regular part-time employees will be paid for five (5) holidays. If an employee resigns/retires or is released from employment, the employee must work his/her scheduled day or shift before the holiday and his/her scheduled work day or shift after the holiday to be eligible for the paid holiday.

**Section 2:**     **Days Recognized.**

A. The School Board provide ten (10) holidays for 249 day employees and five (5) paid holidays for employees who are paid for less than 249 days. The holidays are mutually agreed upon by the School Board and HUSW in compliance with Florida Statute. The observance date of the paid holidays will be negotiated annually. The days such holidays shall be celebrated may be changed by the Board for operational reasons. Notice of a change will be given as far in advance as practicable.

B. The Board may determine that any department or operation will be open for business on a holiday.

**Section 3:**     **Unpaid Holidays.** Employees Holidays celebrated under Section 2, shall be unpaid for employees who do not meet the eligibility requirements of Section 1; All other holidays or days on which the school system is closed shall be unpaid unless expressly provided elsewhere in this contract.

**Section 4:**     **Holiday Pay.** Paid holidays are paid at the employee's straight time rate times the employee's regular daily scheduled hours of work.

**Section 5:**     **Holiday Work.** Employees shall work on a scheduled holiday as assigned. An employee scheduled to work a holiday who fails to work because of sickness or injury shall not receive holiday pay unless (1) he/she notifies his/her Department Head at least one (1) hour before he is scheduled to report for work and (2) he/she presents evidence satisfactory to the Department Head, which may be medical doctors excuse, that his/her absence was due to illness or injury.

## **ARTICLE XIV**

### **EMPLOYEE RIGHTS AND OBLIGATIONS**

**Section 1:**     **Employee Debts.** No employee shall have disciplinary action taken against him/her because of a debt to a person or entity other than the Board, unless such adversely affects the employee's ability to perform his/her job or the efficient operation of the School System.

**Section 2:**     **Contributions.** Employee participation in charitable drives, such as the United Fund and U.S. Savings Bonds campaigns, is purely voluntary. No deduction shall be made from an employee's pay for a charitable contribution without written authorization from the employee.

**Section 3:**     **Practices.** Except for operational business reasons, Board policies shall be uniformly administered throughout the bargaining unit.

**Section 4:**     **Personnel Files.**

A. The placement of written reprimands and other disciplinary actions in the employee's personnel file shall be in accordance with Board policy and applicable law, if any. The file maintained by the Human Resources Department shall be the governing and official employee personnel file.

B. Personnel files shall be maintained as per Florida Statute 1012.31.

C. The employee will be given a copy of any disciplinary notice or disciplinary action taken which is placed in his file and shall be required to acknowledge receipt of same in writing, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the content.

D. The employee shall have the right to provide within ten (10) days, a written answer to any material in his/her file and said answer shall be attached to the file copy and placed in the official file.

E. Upon request, the employee, a union representative or any other person designated in writing by the employee, shall be permitted to examine the employee's personnel file except as otherwise required by law. Such examination shall be conducted in the area where the file is normally kept at times and under circumstances that will not interfere with operations. Such review shall be under the supervision of the official custodian of the file, or his/her designee. Copies of the file may be obtained under the terms set forth in the appropriate Board policy and Florida Statute 1012.31. Except as provided in applicable Board Policy) and Florida Statute Chapter 119, access to and copying of employee personnel files by other persons shall be in accordance with applicable Board policy and law and a record of such review shall be maintained by the custodian.

**Section 5:**     **Outside Complaints.** When a written complaint concerning an employee's conduct and/or performance is made by a parent or other non-employee, the Employer shall handle the complaint under the Board's complaint procedure. The complaint shall not be placed in the employee's official personnel file or files unless it results in the employee being disciplined. If action is taken against an employee, he/she may seek redress consistent with the terms of this Agreement. No anonymous letters, or materials or shall be placed in the employee's personnel file or used in any proceedings against him.

**Section 6:**     **Union Membership.** The right of employees to belong to, participate in or refrain from belonging to the Union or participating in Union activities shall not be illegally prohibited, abridged or interfered with by the parties.

## **ARTICLE XV**

### **COMMITTEES**

**Section 1:**     **General.**

A. The Board and the Union recognize that working committees are useful for the purpose of identifying, discussing and making advisory recommendations for solutions to problems of mutual concern.

B. The mission and term of a committee shall be mutually determined by the Union and Superintendent.

C. The Union shall have the right to appoint the bargaining unit employee members to said committees while the Superintendent, or his/her designee, shall appoint all of the Employer representatives, if any, to said committees.

D. Meetings of the committees shall not be considered collective bargaining under the Public Employee Relations Act and nothing herein shall require the Superintendent, or his/her designee, or the Board to take any action based on any committee advisory recommendation, unless both the union and the Board agree that the purpose of a particular committee should be considered as part of the collective bargaining process.

E. The committees shall meet as called by the Assistant Superintendent, Director or Chairman, whichever is applicable.

F. Non-exempt employees assigned to these committees shall lose no pay for attending committee meetings held during normal working hours and shall be paid for committee meetings held other than during their normal working hours.

**Section 2: Task Force Committees.** When the Union or Management feel that there is a need for a change that would affect one or more members of the bargaining unit, then a committee will be formed to study and discuss the suggested changes. Types of changes may include but are not limited to the following: Benefits, Working Conditions, Job Descriptions and work that may be contracted to non-district employees when there may be district employees who could perform the duties.

## **ARTICLE XVI**

### **PERFORMANCE EVALUATION**

**Section 1: Frequency and Required Completion.** Each employee shall be evaluated by his/her Department Head or Supervisor, when deemed necessary, but not less than once a year. Evaluations will be completed on or before April 15<sup>th</sup> each year except where an evaluation is not required or circumstances prevent meeting this requirement, however, it must be noted in the employee's personnel file with a copy to the employee as to why that employee did not receive an evaluation.

**Section 2: Annual Job Performance Evaluations.** Consistent with applicable Board Policy, each bargaining unit employee shall receive an annual job performance evaluation utilizing the appropriate School Board evaluation Form. In addition each bargaining unit employee will receive a midyear progress report by the end of the first semester.

**Section 3: Counseling and Acknowledgment.** The supervisor responsible for evaluating the employee shall meet with the employee, present the evaluation to him/her and discuss his/her performance. The employee will acknowledge receipt of a copy of the Job Performance Evaluation and confirm attendance at the counseling session in writing; however, such acknowledgment or attendance does not mean acceptance of the contents of the evaluation. Any disagreement with the evaluation form shall be reduced to writing by the employee and attached to the original evaluation form that is filed in the Personnel Department.

**Section 4: Performance Expectations.** When an employee receives an unacceptable rating on any of the specific factors set forth in the Annual JPE Form, the evaluator shall identify in writing those areas requiring improvement by the employee and provide in writing the amount of time he/she has to improve and what assistance he/she should seek.

**Section 5: Conferences.** If a conference is held by the Administration to question or discuss an employee's competency at which his/her attendance is required and such meeting could lead to immediate disciplinary action, the employee shall be notified and entitled to have a representative of his/her choosing present.

**Section 6: Union Presence.** The employee has the right to request a Union Representative be present at any meeting of the employer and employee that is for the purpose of discussing his/her Job Performance Evaluation that results in counseling.

## **ARTICLE XVII**

### **LEAVE OF ABSENCE**

**Section 1: Sick Leave.** The current School Board policy shall be maintained except as follows:

A. Any member of the bargaining unit who finds it necessary to be absent from his/her position because of illness or injury shall whenever possible notify his/her immediate supervisor and request a leave prior to the absence. When prior notification and approval cannot be obtained due to circumstances beyond the employee's control, the employee shall advise his/her immediate supervisor of the absence as soon as practical and complete the necessary request for leave forms immediately upon his/her return to work.

B. District employees may allow his/her family members (spouse, child, parent or sibling) to use the sick leave that has accrued to the employee if the family members are also district employees in accordance



with Florida Statute. The family member can only use the donated sick leave when all of his/ her sick leave has been depleted.

C. The School Board will provide terminal pay to a member of the non-instructional staff in the event of death. It will provide such terminal pay to the employee's beneficiary based on years of service with the HCSB and in the amounts set forth in Florida Statute 1012.61.

D. Bargaining unit members working summer school/extended school year will earn one (1) sick day for the summer school period which will be credited toward their accumulated sick leave. The sick leave will be credited on the first day of the summer school/extended school year assignment. Sick leave, in excess of the one day earned for summer school/extended school, cannot be used during the summer school/extended school year session. If there is an emergency or a cause for the bargaining unit member to be absent, beyond the one day of sick leave earned, payment will not be received for the time the member is absent. Since summer school/extended school year is an optional duty assignment, the bargaining unit member will not be permitted to use sick leave from the sick leave balance earned during the school year towards summer school/extended school year absences. If the one day of leave earned for summer school/extended school year is not used, it will be credited toward the bargaining unit member's accumulated sick leave balance to be used at a later time in accordance with School Board policies.

**Section 2: Illness-in-the-Line-of-Duty Leave.**

A. A claim for illness-in-the-line-of-duty leave with pay due to contracting a contagious disease, or receiving a personal injury while performing duties for the School Board, shall be initiated by the person to receive the leave. This claim shall be supported by a physician's certificate. The claim shall be filed not later than five (5) days after the person returns to duty.

B. To the extent the employee uses accumulated sick or vacation leave, COMP TIME or sick leave bank time, if applicable, for such an absence, the Board will add those days up to a maximum of ten (10) back to the employee's accumulated but unused account from which they were drawn.

C. If the employee receives workers compensation for any or all of the ten (10) days under subparagraph B, the employee shall turn over those funds to the Board.

D. The Board's liability pursuant to this Section shall end if the employee becomes eligible for state and/or social security disability benefits.

**Section 3: Military Leave.** The Employer shall continue applicable Board Policy regarding Military Leave.

**Section 4: Personal Leave Without Pay.** The Employer shall continue applicable Board Policy.

**Section 5: Personal Leave With Pay.** Under the terms set forth in Florida Statute 1012.61, the School Board will grant six (6) days personal leave with pay each year. Such leave will be deducted from accrued sick leave and shall be non-cumulative. The scheduling of the leave day(s) shall be by mutual agreement between the employee and his supervisor. The only statement necessary to justify the use of this leave is that it is for personal reasons. Leave for personal reasons may be approved for the day preceding or following school holidays by the cost center administrator.

**Section 6: Parental Leave.**

A. An employee with pre-school children shall, upon written request, be granted parental leave without pay not to exceed one (1) year.

B. An employee adopting a preschool child shall, upon written request, be granted leave without pay not to exceed one (1) year, which may commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption

**Section 7: Union Leave.**

A. An unpaid leave of absence of up to one (1) year, limited to two (2) persons per year shall, upon request, be granted to Union officers. One such leave shall be restricted to the Union President. Any exceptions may be made at the determination of the Superintendent.

B. The employee shall be given the opportunity, unless restricted by insurance contracts with the Board, to continue insurance in existing school programs during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

C. The employee shall be granted a leave of absence in his respective retirement system to the extent and in the manner provided by the statute, provided the School Board shall have no obligation to make any contributions for the employee during such absence. It shall be the sole responsibility of the employee to make arrangements to obtain such credit and to make all necessary payments to the School Board for appropriate disbursement.

D. An employee returned to employment after such a leave shall return with no loss of seniority, salary, and benefits; provided the Board shall not pay the employee or provide him/her any benefits during his/her leave.

E. At its option, the Union may agree in writing that upon granting a leave under this Section, it will reimburse the Board for the costs of benefits the employee desires to maintain during such leave. Upon receipt of a written agreement by the Union which is satisfactory to the Board, the Board will pay those costs and the Union will reimburse the Board in advance each month. Absent such an agreement, the employee shall be obligated to pay the Board such costs in advance each month.

F. Beginning in August 2018, and upon approval of the Board, the duly elected Union President and/or designated officer(s) shall be released from his/her regular duties to perform the duties of the Union for his/her designated term. Said release shall be of any portion up to a maximum of four (4) hours per day, contingent upon the ability of the bargaining agent to satisfy the fiscal obligation of said release. In no situation will overtime pay be approved. Union President and/or designated officer is responsible for tracking hours to assure time will not exceed 8 hours per day &/or 40 hours per week. The following expectations shall apply:

- a. The Board shall serve as the fiscal agent for the payment of his/her salary, fringe benefits and fixed charges, provided the Union reimburses the Board 100% of any and all sums paid to or on behalf of said designated officer(s) for the release-time duties beyond the annually assigned route hours.
- b. The designated officer will not work in any combination of work more than 8 hours per day or more than 40 hours per week so as to create an overtime liability.
- b. The designated officer(s) shall be considered a full-time employed member of the Bargaining Unit and shall enjoy all rights, benefits, and entitlements appertaining thereto.
- c. Union reimbursement of salary, fringe, and fixed charges shall be based on a pro-rated share of the actual time released, with respect to both days and hours and be made quarterly on the 15<sup>th</sup> day of October, December, March and June.
- d. If the release time President and/or designated officer is less than a full-time position:
  - The President and/or designated officer(s) shall attend scheduled meetings, trainings, pre and post school days unless excused by the site based administrator.
  - The President and/or designated officer(s) will not apply for supplemental positions.
  - The work schedule shall be mutually agreed upon between the site administrator and the President and/or designated officer(s) provided at least 50% of the contracted time will be designated to the individual's contracted job assignment.

District reserves the right to rescind this agreement if any violation occurs including, but not limited to, violation of overtime provision or if the Union fund balance falls below the amount required to cover the costs of the next quarter.

**Section 8: Disability Leave (including Pregnancy).** Employees with a disability (including pregnancy) that precludes them from performing their job shall be eligible for leave with or without loss of compensation under the provisions of Section 9 and as follows:

A. When an employee knows of an anticipated disability (including pregnancy), the employee must notify the employee's supervisor and make a written request for leave.

B. The leave will commence when the employee can no longer perform the job in an efficient manner or the doctor certifies in writing the employee should not continue to work, whichever first occurs.

C. Except in the case of emergency, the employee shall give written notice to the Superintendent thirty (30) calendar days prior to the date on which the leave is to begin or as soon as the employee knows the date of the anticipated absence. The request for leave shall include a physician's statement certifying the date the employee shall no longer be able to work for medical reasons, the anticipated date of return and the length of time the employee should be unable to work.

D. The employee shall, in the written request for leave, notify the Superintendent whether the employee wishes to return to work and if so whether the return will be:

- (1) As soon as medically able to do so; or
- (2) On the first day of the next school year following the termination of the medical disability.

E. A pregnant employee may continue to work as late into her pregnancy as she desires, provided she is physically and mentally able to perform her required functions.

F. The leave shall continue only until the employee is medically able to return to work subject to Section 9.

G. Subject to Section 9, an employee who has been on leave for medical disability, shall return to work as soon as the employee's physician certifies that the employee is able to fulfill the duties of the job.

**Section 9: Rules Concerning Leaves of Absence.** For leaves of absence under Sections 1, 2, 3, 4, 5, 6, 7, 8, and 11, the following rules shall apply:

A. Request. All requests for leave of absence, whether paid or unpaid, shall be made to the Superintendent, or his designee. Leaves beyond one (1) year regardless of the reason shall be at the discretion of the Board unless otherwise required by law.

B. Approval. Subject to subparagraph C below, a request for leave under these Sections will be approved without loss of pay only to the extent the employee has accumulated unused personal sick leave, vacation leave, or COMP TIME and, thereafter without pay for the duration of the leave up to one (1) year.

C. Verification. Leaves under Sections 1, 2 and 8 shall be approved if the Superintendent is satisfied the absence is for a bona fide injury, illness, or disability (including pregnancy). A certificate from the employee's licensed physician shall meet this requirement unless the Superintendent has reason to believe the absence is not because of a bona fide injury, illness, or disability (including pregnancy). In such an event, the Superintendent may require the employee to submit to a medical examination by a licensed physician and take appropriate action, including discipline.

D. Return. Employees shall return to work the first work day after the end of their approved leave. The employee, if able to perform all the duties of the job or jobs to which he/she is entitled under this subsection, shall be returned to work as follows:

(1) If he/she returns at the end of a compensable leave or within six (6) weeks, whichever is longer, he/she shall be placed in his/her former job unless it has been eliminated, in which case he/she will be placed in another position for which he/she qualified. In the case of a return under Section 2, every reasonable effort will be made to place him/her in a position, if he/she is qualified, which provides the same rate as his/her former job; otherwise he/she shall receive the rate for the job he/she is given consistent with Article X, Section 7.

(2) If he/she returns thereafter, he/she shall be returned to a position within their job classification provided he/she is qualified and provided there is an available vacant position and his/her supervisor recommends his/her return.

(3) After an employee has completed three full years (partial years are not included) on an annual contract, is re-appointed, and reports to work the fourth year, the employee is assured the same or a like position with Hernando County School System upon return from a one year extended leave. The approved leave should (to the extent possible) be for a full year or for the remainder of the year and must be in compliance with School Board Policy. Second year requests for leave of absence will not be approved unless extenuating circumstances exist.

E. Retirement Credit. An employee on a leave pursuant to this Article may receive credit in his/her respective retirement system to the extent and in the manner provided by statute. It shall be the sole responsibility of the employee to make arrangements to obtain such credit and to pay for same.

F. Insurance Benefits. Where permitted by the carrier, the employee on an unpaid leave pursuant to this Article may maintain his Board paid health and life insurance benefits by paying the Payroll Office in advance each month in the amount and at the times necessary for maintaining such benefits.

G. Experience Credit. Except for compensable leaves during which the employee receives wages or a wage substitute (such as paid sick leave) directly from the Board, no experience credit on the salary schedule shall be granted.

H. Seniority Credit. Employees will be given full job classification and School Board seniority under Article IX during compensable leaves during which the employee receives a wage or wage substitute (such as sick leave) directly from the Board.

**Section 10: Temporary Duty Leave.** The Employer shall continue applicable Board policy regarding Temporary Duty Leave.

**Section 11: Notification of Return.** Employees on extended unpaid leave shall notify the Human Resources Department on or before February 15<sup>th</sup> or other date as designated by the Human Resources Department of their intent for the coming year.

**Section 12: Bereavement Leave**

- (1) Bargaining unit members shall be granted up to three (3) days of bereavement leave per year.
- (2) Bereavement leave will not be charged to the sick leave balance and no sick leave balance is necessary to be eligible for bereavement leave.
- (3) The bargaining unit member shall be granted bereavement leave for the death of the following relatives: spouse, parents, grandparents, grandchildren, siblings, children or in-law or step relative counterparts of those listed.
- (4) Bereavement leave is not cumulative. Employees will not be paid bereavement leave for days not scheduled to work. Employees are required to attach a copy of the obituary or other satisfactory document to the leave request form. Bereavement leave is to be used within 20 workdays of the death of a family member, unless the employee documents a legitimate reason to extend this period. An extension must be approved by the site administrator.

**ARTICLE XVIII  
BENEFITS**

**Section 1: Cafeteria Plan.** Employer agrees to provide the same Cafeteria Plan for bargaining unit employees under the same conditions as it provides for other District employees.

**Section 2: Pension/Retirement Plans.** Employer agrees to provide the same Pension/Retirement Plans, including participation in early retirement, for bargaining unit employees under the same conditions as it provides for other District employees. If the Early Retirement Program is discontinued for all eligible employees of the HCSB, it is understood that it will be eliminated from this agreement between HUSW and the SBHC.

**Section 3: Workers Compensation.** Employer agrees to provide the same Workers Compensation for bargaining unit employees under the same conditions as it provides for other District employees.

**Section 4: Health/Medical Insurance.** The Board's contribution shall not exceed \$550.73 per month, per employee, for those employees who "opt" in, and this shall be negotiated annually. Employer agrees to renegotiate health insurance premiums for bargaining unit members if another bargaining unit receives a Board contribution in excess of the one stated in this contract. The effective date of insurance for all new hired employees will be the 1<sup>st</sup> of the month following a 60 day wait period effective January 1, 2015. Any funding received by the District as a result of the insurance profit sharing program will be negotiated to offset health insurance costs for bargaining unit members.

**Section 5: Life Insurance.** All bargaining unit members will receive a \$10,000 term life insurance policy. Any bargaining unit member that elects not to participate in the health insurance plan provided by the District will be provided an additional \$20,000 on their life insurance policy (for a total of \$30,000). Employer agrees to provide the same life insurance for bargaining unit employees under the same conditions as it provides for other District employees.

**Section 6: Terminal Pay.** Employer agrees to provide the same terminal pay for bargaining unit employees under the same conditions as it provides for other District employees. Terminal pay will be paid in accordance with Florida Statute 1012.61, however all employees must have a minimum of ten (10) years of full-time experience in Hernando County. Years of service do not have to be consecutive.

**Section 7: Meetings.** No Bargaining Unit Member shall be required to attend staff meetings, parent conferences, or other related activities during his/her off duty time without compensation.

**ARTICLE XIX  
NO STRIKE**

The Union agrees to abide by applicable law with respect to strikes, slow downs and other cessation or interference with work. The Union shall make all reasonable efforts to stop any strike or other violation of such law.

**ARTICLE XX**  
**WORK BY SUPERVISORS**

It shall not be a violation of this agreement for supervisors or other non-bargaining unit employees to perform bargaining unit work consistent with employer's past practices, for training, in emergencies, or when a qualified bargaining unit employee is not readily available.

**ARTICLE XXI**  
**WAGES**

**Section 1: Wage Increase.**

A. Bargaining unit employees will be paid in accordance with the salary schedule that is part of this contract. One step is equal to one full year of employment with the district, (for this purpose, one full year is defined as one day more than one half of the employee's required number of annual work days). Bargaining unit members will automatically receive the step increase on or before November 1<sup>st</sup> with retroactivity to the first day of their contract (as noted in Appendix A), provided funds are available. Should a financial urgency occur, the provisions of F.S. 447.4095 will be applied.

B. An employee will be placed on the salary schedule at the proper step in accordance with the number of years of service in their current job classification with the district, both earned and granted.

C. No employee will experience any cut in pay due to the implementation of the new salary schedule. However, all other provisions of this contract will remain in force.

D. Although C is the rule, there may be employees with less than 20 years service in their current job classification with the district, earned and granted, who will receive no increase in their rate of pay. If the employee's current salary is higher than it would be if that employee were to be placed at the correct step of their salary schedule for their number of years of service in their current job classification with the district, earned and granted, then that employee's rate of pay will be frozen.

E. Employees with more than 20 years of district service in their current job classification, earned and granted, will receive at least the maximum salary increase for the current year.

F. Veterans will be granted a year of service with the district for each year they were in active military service up to three years. The burden of proof for eligibility for this benefit will be on the employee, who will provide the Human Resources Department either a current military ID Form 2 or a military discharge form DD 214.

**Section 2: Allowances.**

A. Uniform Allowance – Food Service: The employer will provide 5 shirts (colors and styles specified by Food and Nutrition Services) to employees each year by the Food and Nutrition Services for that school year. The employer will provide employees a voucher for \$80.00 each fiscal school year, or at the beginning of employment for one pair of shoes that must be purchased from the vendor specified (the only exception would be for those employees that provide a Doctor's note for a specialized shoe which, the employee would be reimbursed the \$80.00). Any (shoe) costs above the \$80.00 will be paid the employee at the time of purchase. Pants, skirts, or skorts are to be purchased by the employee and must meet dress code guidelines (for color and length) as outlined in the Food and Nutrition Services Operations Manual-Dress Requirements. Employees that resign or are not reappointed are required to return (all) of the employer issued shirts to the manager. It is the responsibility of each employee to report to work in a uniform that meets the guidelines as referred to in the Food and Nutrition Services Operations Manual: Dress Requirements.

B. All Bargaining Unit Members assigned to work at more than one work site or who otherwise use their privately owned vehicle in the discharge of their duty assignments shall be reimbursed for all mileage between sites at the rate established for the payment of mileage. Travel time shall not be construed as lunchtime.

C. On those occasions that the health or safety of a student may require that a Bargaining Unit Member provide transportation for a student the Board shall reimburse the Bargaining Unit Member at the authorized rate for mileage and shall maintain excess insurance coverage for such activities.

D. In the event that a Bargaining Unit Member substitutes for an absent teacher, the Bargaining Unit Member shall be paid, while covering for the absent teacher, at their base rate of pay plus \$5.50 for the first complete hour, effective January 1, 2009. Time worked beyond one hour will be paid in increments of fifteen (15) minutes (or 1/4 hour) based on an hourly rate of their base rate of pay plus \$5.50.

E. Uniform Allowance: The employer will provide 5 shirts per employee per year for the following employee types: Environmental Service Technicians, Maintenance & Warehouse and Transportation

employees. Colors will be different for each employee type specified above and all shirts will be the same style. These employees will be required to wear these shirts as their daily uniform. Exception can be made for Fridays and or spirit days as approved by site administrator.

**Section 3: Field Trips.** Bus operators will receive their regular hourly rate for field trips; provided, there shall be no restriction on the rights of management to assign which employees drive what trips and when in order to avoid overtime pay.

**Section 4: Holiday, Saturday & Sunday Work.** All bargaining unit employees who work on a Holiday shall be paid at hourly pay plus a half (time and a half). Employees who are required to work on a Saturday or Sunday shall receive a 10% Saturday or Sunday work premium, or overtime if the work is over 40 hours in the work week, whichever is greater. There shall be no duplication of the premium rate and the overtime.

**Section 5: In-service Training.** When an employee is required by the employer to engage in on-the-job in-service training, the hours spent in such training shall be counted as hours worked for compensation at their regular rate of pay per hour or fraction thereof.

**Section 6: Per Diem.** The Board shall provide bargaining unit employees per diem for actual expenses under Board Policy and State Law to the same degree as it does for other district employees. The Employer shall not withhold Social Security or Income Tax from per diem and/or expenses unless such withholding is required by law.

**Section 7: Supplements.**

A. License. Those members of the bargaining unit employed as a School Health Professional and who holds one of the following licenses and/or certifications will be paid a supplement according to the schedule below.

(1) Registered Nurse would receive a supplement of \$3,400.00

(2) All Licensed Practical Nurses would receive a supplement of \$2,500.00

(3) All Certified Nursing Assistants and Certified Medical Assistants would receive a supplement of \$1,750.00

(4) If an employee does not qualify under Sections 1, 2 or 3 above, but who currently provide cleaning intermittent catheterization or tube feeding and has completed the certified training to perform these tasks would receive a supplement of \$750.00

B. Bookkeepers and data entry employees at the ESE centers will receive an annual supplement of \$500.00.

C. Employees who as a requirement of their employment do language translation on a regular basis will be paid a supplement of fifty cents an hour. The number of such translators is limited to one per cost center. The site administrator will select the employee to perform language translation duties based on the following criteria:

-must be bilingual based on the needs of the school

-must be able to accurately translate formal and informal communication

-must be able to clearly and appropriately communicate with school staff and parents

-must be available during the main hours of operation to ensure the availability matches the need for translation

-must be able to demonstrate a basic understanding of student curriculum, services, etc. to provide necessary and accurate information to parents/stakeholders

If no bargaining unit member is available or willing to provide the service, this supplement may be given to a non-bargaining unit member, however, bargaining unit members always have the first entitlement to the supplement.

D. Food and Nutrition Services will purchase both State and National "school owned memberships" for employees who are required by the job description to have them. State and National Memberships will not transfer with the employee if the employee transfers out of Food and Nutrition Services or is no longer employed by the school district. Food Service employees who are required by their job description to be certified through the School Nutrition Association will have the initial certification fee (if applicable) and/or the renewal fee paid annually by Food and Nutrition Services. If the employee allows their certification to lapse due to not meeting the Continuing Education Unit requirements, it will be the responsibility of the employee to pay for the initial certification/reinstatement fee. Employees are encouraged to annually pay the Hernando County School Nutrition Association (local) dues. These dues are voluntary.

E. Crew Chief: A \$1,028.00 supplement will be paid for employees at the Maintenance Department and the School Distribution Center that are responsible for supervising a crew of 2 or more employees. The intent of this supplement is to compensate employees that are responsible for supervising workers out in the field.

F. Two bookkeepers will be identified as Bookkeeper Lead Mentors for the district and receive a yearly supplement in the amount of \$1,500 each.

**Section 8: Associates Degree Pay Supplement.** All blue and white collar employees that have earned an Associates Degree or 60+ semester hours, will be paid an additional forty-five cents (\$.45) per hour. The employee is required to provide the Human Resources Department with transcripts documenting the Associates Degree or required semester hours.

## **ARTICLE XXII SAFETY AND HEALTH**

A. The Board shall continue to provide safe working conditions by complying with all applicable federal and state laws and regulations and all Board policies pertaining to health and safety.

B. (1) All VDTs shall be checked periodically for radiation and shall be equipped with non-glass screen covers.

(2) All VDTs shall be located away from windows or when this is not feasible, all windows will be equipped with blinds or drapes.

(3) VDTs and other office equipment requiring extended sitting on the part of the Bargaining Unit Member will be located on desks or consoles adaptable for their use as well as chairs with height and tension adjustments or adapted to ensure supportive sitting at work stations.

## **ARTICLE XXIII NON INSTRUCTIONAL AUTHORITY AND PROTECTION**

A. A bargaining unit member can ask for such discipline as is regulated in all applicable laws, administrative guidelines, Board policies and any future adopted discipline codes put forth by the State or Federal governments or the Board. An employee may use reasonable force to protect themselves or a student where intervention is a prudent course of action.

B. The Board, through the administrative staff will make every effort to give total support (within established guidelines), and assistance to bargaining unit members in fulfilling their responsibility for maintaining control and discipline of students.

C. When any student or group of students become uncontrollable while on school property and the necessary action to gain control requires special counselors, social workers, law enforcement personnel or other professionals, the bargaining unit member, by some form of communication shall notify the responsible administrator of the situation. At no time should the student or group of students be told to leave or vacate the school property without the consent of the responsible administrator/supervisor.

D. Any case of assault and / or battery or threats made upon a bargaining unit member shall be promptly reported to the employer or their designated representative. The employer will report the incident to the proper authorities and inform the bargaining unit member as to the action taken or pending.

## **ARTICLE XXIV LOW PERFORMANCESCHOOLS**

The Hernando County School Board (HCSB) and the Hernando United School Workers (HUSW) hereby agree that any requirements of the Department of Education, or any other authority which has governance over public schools concerning a low performing school or schools, shall be negotiated pursuant to the provisions F.S. 447, between the parties before any action is implemented to meet the requirements. However, it is understood and agreed that the contractual agreement between the HCSB and HUSW shall be waived to the extent that is necessary to address the requirements concerning low performing schools.

## **ARTICLE XXV REOPENING**

Both parties, by mutual agreement may open this contract for negotiations, as needed.

**APPENDIX A**  
**Contract Start Dates**

Per the Board approved Calendar and Schedule of Pay Periods



<b>Job Title</b>	<b>Base Rate</b>
Office Clerk	\$ 10.40
Environmental Services Technician I	\$ 10.50
Lunchroom Aide	\$ 10.50
Paraprofessional I (as indicated on Salary Schedule)	\$ 10.50
Paraprofessional Clinic	\$ 10.50
Courier	\$ 10.75
Food & Nutrition Assistant	\$ 10.75
Maintenance Helper	\$ 10.75
Print Shop Helper	\$ 10.75
Warehouse - Delivery Worker	\$ 10.75
Bus Attendant	\$ 11.00
Environmental Services Technician II	\$ 11.00
Job Coach	\$ 11.00
Paraprofessional II (as indicated on Salary Schedule)	\$ 11.00
Paraprofessional - Media	\$ 11.00
Teen Parent Nursery Assistant	\$ 11.00
Utility Bus Attendant	\$ 11.00
Food & Nutrition Assistant I	\$ 11.25
Media Technician	\$ 11.25
Secretary I	\$ 11.25
Support Staff Springs Coast Environmental Education Center	\$ 11.25
Transportation Field Trip Secretary	\$ 11.25
Environmental Services Technician III	\$ 11.50
Food & Nutrition Summer Assistant	\$ 11.50
Paraprofessional - Deaf/Hard of Hearing	\$ 11.50
Paraprofessional - ESE	\$ 11.50
Speech/Language (ESE/SLP) Assistant	\$ 11.50
School Health Professional (Clinic Assistant)	\$ 11.55
Food & Nutrition Assistant II	\$ 11.75
Secretary II	\$ 11.75
Lawn Turf Maintenance I	\$ 12.05
Semi-Skilled Craftsman	\$ 12.05
Data Entry Operator	\$ 12.25
Food & Nutrition Assistant III	\$ 12.25
Secretary III	\$ 12.25
Bus Service Recorder	\$ 12.55
Camera Technician	\$ 12.55
Dispatcher	\$ 12.55
Teen Parent Head of Nursery	\$ 12.55
Transportation Parts Inventory Control Clerk	\$ 12.55
Attendance Assistant/Service Transporter	\$ 12.75
Bookkeeper Elem/Mid School	\$ 12.75

In School Suspension Monitor	\$ 12.75
Pre-Kindergarten Assistant Title I	\$ 12.75
Property Accounting Specialist	\$ 12.75
Property Inventory Specialist	\$ 12.75
Bookkeeper Federal Programs (Title I)	\$ 13.00
Bookkeeper High School	\$ 13.00
Bookkeeper - Maintenance	\$ 13.00
Lawn Turf Maintenance II	\$ 13.00
Graphics Design	\$ 13.25
Maintenance Warehouse Inventory Specialist I	\$ 13.25
Bus Operator	\$ 14.15
Utility Bus Operator	\$ 14.15
Lawn Turf Maintenance III	\$ 14.15
Maintenance Warehouse Inventory Specialist II	\$ 14.15
Computer Lab Manager	\$ 14.20
Parent Liaison	\$ 14.20
Food & Nutrition Services Summer Single Site Lead Assistant	\$ 14.25
Offset Press Technician / Press Room Technician	\$ 14.25
Athletic Turf Maintenance I	\$ 14.35
Indoor Air Quality Technician I	\$ 14.35
Parent Academy Liaison - Title I	\$ 14.35
Spray Technician/Vegetation Control I	\$ 14.35
Transportation Parts Inventory Control Sprecialist	\$ 14.35
Air Condition Mechanic I	\$ 15.25
Athletic Turf Maintenance II	\$ 15.25
Carpenter I	\$ 15.25
Electrician I	\$ 15.25
Electronics Technician I	\$ 15.25
Energy Management Technician I	\$ 15.25
Food Service Technician I	\$ 15.25
General Construction/Heavy Equipment Operator I	\$ 15.25
Indoor Air Quality Technician II	\$ 15.25
Irrigation Systems Technician I	\$ 15.25
Painter I	\$ 15.25
Plumber I	\$ 15.25
Spray Technician/Vegetation Control II	\$ 15.25
Air Condition Mechanic II	\$ 15.75
Athletic Turf Maintenance III	\$ 15.75
Carpenter II	\$ 15.75
Electrician II	\$ 15.75
Electronics Technician II	\$ 15.75
Energy Management Technician II	\$ 15.75
Food Service Technician II	\$ 15.75

General Construction/Heavy Equipment Operator II	\$ 15.75
Indoor Air Quality Technician III	\$ 15.75
Irrigation Systems Technician II	\$ 15.75
Maintenance Equipment Technician I	\$ 15.75
Maintenance Vehicle Technician I	\$ 15.75
Painter II	\$ 15.75
Plumber II	\$ 15.75
Telecommunications Technician	\$ 15.75
Carpenter III	\$ 16.25
General Construction/Heavy Equipment Operator III	\$ 16.25
Irrigation Systems Technician III	\$ 16.25
Maintenance Equipment Technician II	\$ 16.25
Maintenance Vehicle Technician II	\$ 16.25
Painter III	\$ 16.25
Plumber III	\$ 16.25
Air Condition Mechanic III	\$ 16.75
Electrician III	\$ 16.75
Electronics Technician III	\$ 16.75
Energy Management Technician III	\$ 16.75
Fire Alarm/Communications System Manager	\$ 16.75
Food & Nutrition Services Multi-site Lead Assistant/Summer Monitor	\$ 16.75
Food Service Technician III	\$ 16.75
Maintenance Equipment Technician III	\$ 16.75
Maintenance Vehicle Technician III	\$ 16.75
Maintenance Warehouse Inventory Specialist III	\$ 16.75
Vehicle Technician	\$ 16.75