

Agreement

between

**The District School Board
Taylor County, Florida**

and

**The Taylor County
Non-Instructional
Association Local 4374**

FEA, AFT, AFL-CIO

2018-2021

*Together, We Can Do
More.*

PREAMBLE

This agreement made and entered into July 1, 2018 by and between the District School Board of Taylor County, Florida hereinafter called the "Board" and the Taylor Non-Instructional Association, hereinafter called the "Association".

ARTICLE I – RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all board appointed employees including in the unit the PERC certification order in case no. RA-8H-765-2196.

ARTICLE II – ASSOCIATION AND EMPLOYEE RIGHTS

SECTION A: Members of the bargaining unit have the right to organize, join, and support any employee organization or the right to refrain from such activities. Membership in any organization shall not be a condition of employment, nor shall it act in any way to deny or restrict individual rights or freedoms of choice. Non-instructional employees hired with competitive grant funds are not represented by the Union, and will not receive any of the benefits of Union Membership, including, but not limited to, salary negotiations, job security, or grievance assistance. Non-instructional employees hired with competitive grant funds will not be bound by the Union salary schedule. Non-instructional employees hired with competitive grant funds will be removed from Union membership.

SECTION B: Upon approval of the building supervisor, the Association and its representatives shall have the right to use school buildings for meetings. When special custodial services are required, the Board may charge rates as set forth in Board policy. All meetings shall be scheduled to prohibit the disruption of the educational process and shall be scheduled twenty-four (24) hours in advance.

SECTION C: Upon approval of the building supervisor, the Association and its representatives shall have the right to use school equipment when such equipment is not in use. The Association shall pay all cost of materials and supplies incident to such use. Permission to use school equipment shall be received in advance from the building supervisor.

SECTION D: The Board agrees to provide space and bulletin boards in designated areas at each work site.

SECTION E: Upon approval of the building supervisor, duly authorized representatives of the Association and its respective affiliates shall be permitted to visit facilities to transact official business, provided they make themselves known to the building supervisor or his/her designee and provided they do not interfere with or disrupt normal school operation.

SECTION F: The Board agrees to deduct from the pay of each employee all membership dues of the Association provided that at the time of such deduction there is in the possession of the Board a written authorization for dues deduction executed by the employee. Such authorization of dues deduction is revocable upon request by the employee to the Board and the Association. The revocation authorization for dues deductions will be effective given thirty (30) calendar days from written request.

SECTION G: Upon appropriate written authorization from the employee, the Board will deduct from the salary of any employee and/or make remittances for any plans or programs jointly approved by the Association and the Board.

SECTION H: Upon proper authorization to the Superintendent by the Association President or designee, leave days with pay shall be granted the Association members for the purpose of attending national, state, and regional Association meetings and conferences.

ARTICLE III – NEGOTIATION PROCEDURES

SECTION A: Both parties acknowledge that, during the negotiations which result in this Agreement, each have the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except in such cases where both parties mutually agree that the terms of this Agreement cannot be fulfilled.

SECTION B: In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiations representatives of the party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and the majority of the membership of the Association voting, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations.

SECTION C: Any cost incurred through the use of a Special Master will be shared equally by the Board and the Association.

SECTION D: By mutual consent of the parties, the Agreement may be amended through negotiations at any time. However, amendments to this Agreement must be ratified by both parties as provided in Section B.

SECTION E: Should any provisions of this Agreement be declared illegal by a Court of competent jurisdiction or as a result of state or federal legislation, said provision shall automatically be modified to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement.

SECTION F: Upon completion of negotiations and ratification, by both parties, this Agreement shall be reproduced, at the Board's expense, within thirty (30) days after ratification. Copies of this Agreement shall be provided to all non-instructional personnel. Further, the Board agrees to allow the Association to purchase, at cost, 25 copies of said Agreement and posted on the District website.

ARTICLE IV – GRIEVANCE PROCEDURES

SECTION A: Purpose: The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may, from time to time, arise affecting the welfare of working conditions of members of the bargaining unit.

SECTION B: Definition: A "grievance" is a claim, based upon a member of the bargaining unit's belief that there has been a violation or misinterpretation of any provisions in this Agreement.

SECTION C: Whenever an employee has a grievance, every effort shall be made to arrive at a satisfactory solution of the problem on an informal basis. Should an employee so desire, he/she shall have the right to have an Association representative present at all discussions pertinent to the grievance. Upon adjustment of a grievance, the Grievant and Association shall be notified. No grievance shall be adjusted without prior notification to the Association and opportunity for the Association to be present. In order for a grievance to come within the scope of the grievance procedure, it must be filed within thirty (30) calendar days of the day of the event giving rise to the grievance, or of the date that the Grievant could reasonably have been expected to have knowledge of the grievance. Where informal procedures do not result in a solution, resort shall be made to the more formal procedures provided herein on the form set forth signed by the Grievant and a representative of the Association. The grievance procedure for any member of the bargaining unit shall be as follows:

Step I: The Grievant shall submit to the immediate supervisor a copy of the grievance form, Appendix B. If the grievance involves more than one (1) school building it may be filed with the Superintendent or his/her designee. Within ten (10) working days of receipt of the grievance, the immediate Supervisor shall meet with the Association representative and Grievant in an effort to resolve the grievance. The immediate Supervisor shall indicate the disposition of the grievance, in writing, within ten (10) working days after such meeting and shall furnish a copy thereof to the Grievant.

Step II: If the Grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days from the date of the filing, the grievance shall be submitted to the Superintendent or his/her designee. The Superintendent or his/her designee shall meet the Association representative and the Grievant and shall indicate the disposition of the grievance, in writing, within ten (10) working days of such meeting and shall furnish a copy thereof to the Grievant.

Step III: If the Grievant or Association representative is not satisfied with the disposition of the grievance made by the Superintendent or his/her designee, or if no disposition has been made within ten (10) working days from the date of the filing, whichever shall be later, the Grievant shall be transmitted to the Board by filing a copy with the Secretary of the Board. If the Association is satisfied with the disposition of the grievance, it shall not be required to represent the Grievant at any further step. The Board, at the next formal session, shall meet with the Grievant and/or Association representative of the grievance. The disposition of the grievance, in writing, shall be made no later than ten (10) working days of such meeting. A copy of such disposition shall be furnished to the Grievant.

Step IV: If the grievance remains unresolved at the conclusion of Step III, it may be submitted for binding arbitration at the request of the Grievant, and/or Association, provided written notice of the request of submission to the arbitration is delivered to the Board within ten (10) working days from the date of the Board's written response in Step III. Within ten (10) working days after the date of the written request for arbitration, a committee of the Board or its designee and the Grievant, or his/her designated representative, shall make every reasonable effort to agree upon a mutually acceptable arbitrator within the time period set forth herein. If such agreement is not reached, the arbitrator shall be selected by the American Arbitration Association, in accord with proceedings. The decision of the arbitrator shall be final and binding on both parties.

SECTION D: The arbitrator shall not have the right to amend, take away, modify, add to, change or disregard any of the provisions of the Agreement.

SECTION E: The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

SECTION F: The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the

school term or as soon as possible. Whenever illness of the Grievant prevents attendance at a grievance meeting, the time limit shall be extended to such time that the Grievant can be present, if the Grievant so chooses. In case of other incapacity, such as emergencies or prior engagements, the time limits may be extended by agreement of both parties. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.

SECTION G: Adjustment of any grievance as described herein shall not be inconsistent with the provisions of the Agreement.

SECTION H: A grievance that has been filed in writing before the expiration of this contract shall be processed according to the above procedures.

ARTICLE V – EMPLOYEE CONDITIONS

SECTION A: The Board and the Association agree that all of the employees have a primary responsibility and all energies should be utilized to this end. Therefore, the Board agrees to supply adequate materials and equipment in the daily responsibility.

SECTION B:

1. The Board agrees that employees shall not be required to perform their duties under conditions which are unsafe, dangerous, or hazardous to an individual's health or welfare. All work site environments shall be maintained in compliance with State and Federal health and safety laws and regulations. The Board shall provide safety equipment for all employees assigned responsibilities in areas where the use of safety equipment is required by law or regulation.
2. Within thirty (30) days of Ratification of this Agreement, the parties agree to establish a Joint Safety Committee. The Joint Safety committee shall consist of three (3) members recommended by the Association President and three (3) members recommended by the Superintendent.
3. In recognition that the work site areas should be safe and free from dangerous and/or hazardous situations and/or circumstances, the Joint Safety Committee shall review current employee conditions and practices and make recommendations to implement appropriate safety practices, worksite environmental conditions and necessary procedures to insure worker safety. The committee shall submit a written report to the Association President, Superintendent, and Board which shall include those practices, policies, and procedures which should be utilized in the workplace to ensure a safe environment and safe work-related practices.

SECTION C: The immediate supervisor will provide adequate rest periods not to exceed fifteen (15) minutes for every four (4) hours worked during the normal work day.

SECTION D: Additional Duties: At times it may be necessary to call upon employees to perform job duties that are beyond the scope of the normal employment or job description. In such circumstance, such tasks will be limited to any other non-recurring duties as may be deemed necessary by the site administrator.

SECTION E: Annual Leave

1. Non-Instructional members who are employed on twelve (12) month contracts shall accrue annual leave, exclusive of holidays, with compensation as follows:

1 – 4 (a.) One and one-quarter (1 1/4) days per month cumulative to 15 days per year for less than 5 years continuous service in the District.

5 – 9 (b.) One and one-half (1 1/2) days per month cumulative to 18 days per year for 5 years or more of continuous service in the District.

10 – 14 (c.) One and three-quarters (1 3/4) days per month cumulative to 21 days per year for ten (10) or more years of continuous service in the District.

15-UP (d.) Two (2) days per month cumulative to twenty-four (24) days per year for fifteen (15) years or more of continuous service in the District.

The term “continuous” shall mean an employee who has rendered uninterrupted service to the School Board in a twelve (12) month position or job. Provided, however, individuals who previously rendered full-time continuous service in a full-time contractual position shall be considered as having continuous service when determining creditable service for annual leave.

1-14 (a.) Annual leave shall accrue at the close of each month and shall not exceed thirty (30) days at the beginning of each school fiscal year, for the first fourteen (14) years of employment. Employees shall be encouraged to use accrued annual leave on an annual basis.

15-19 (b.) An employee with fifteen to twenty (15-20) years of continuous service in the District shall not exceed forty (40) days of annual leave at the beginning of each school fiscal year.

20-25 (c.) An employee with twenty to twenty five (20-25) years of continuous service in the District shall not exceed fifty (50) days of annual leave at the beginning of each school fiscal year.

26-UP (d.) An employee with twenty-six (26) or more years of continuous service in the District shall not exceed sixty-two and one-half (62 1/2) days of annual leave at the beginning of each school fiscal year.

2. An employee will not be required to use annual leave or take unpaid leave when the District closes schools or the District office.

SECTION F: Salaries for employees on nine (9), ten (10), eleven (11) and twelve (12) month contracts shall be paid according to the following schedule:

1. Nine (9) and ten (10) month employees:
option of Ten (10) or Twelve (12) equal checks
2. Eleven (11) month employees:
option of Eleven (11) or Twelve (12) equal checks
3. Twelve (12) month employees:
Twelve (12) equal checks)

All checks will be issued and disbursed in the current fiscal year.

All present employees have the option of changing their pay schedule, if they notify Finance by the last day of pre-planning.

All new employees must notify finance within five (5) days of their employment as to their choice of pay option.

SECTION G: Upon approval of the immediate supervisor, an employee may be permitted to leave up to two (2) hours – so long as such time off does not interfere with or disrupt normal operations.

SECTION H:

1. The returning employee will not be required to furnish any form of verbal or written evidence of health except a T.B. test, shall be on file with the District Office within the period of May fifteenth (15) to the first day of school for students of each year.

2. The employee, at the Board's expense, shall upon request of the School Board at any time during the school term or school fiscal year, submit to a physical or psychiatric examination by a qualified physician or physicians to be selected by the employee from a list containing not less than three (3) names approved by the Board. The employee shall allow the report of the physician or physicians to be submitted to the School Board with a copy forwarded to the employee.

3. The Board shall prescribe the scope of the required physical or psychiatric examination.

4. The Board agrees that employee shall not be required to submit to any examination which is designed to test body fluids, on either a random or mass basis, without justification.

5. Pursuant to the Board adopted Drug Free School Plan and in order to continue to insure the safety of our school children, all school bus drivers will submit to drug and alcohol testing. The testing is to be implemented by October 1, 1990, and shall remain in effect. The Board will bear the cost of all testing for currently employed personnel.

Testing will be on a random basis after the initial testing. All tests will be administered by a licensed testing institution.

All annual physicals for bus drivers will be paid in full at Board expense when using Board appointed physician.

SECTION I: The length of the normal work day shall not exceed eight (8) hours, including an uninterrupted lunch period of not less than thirty (30) minutes for all employees who work more than four (4) consecutive hours, except in the case of an emergency.

SECTION J: The Board reserves the right to establish the period of service of its employees and to determine the length of the work day. The following guidelines are established to regulate the period of service of all non-instructional personnel for the length of the Agreement.

1. Length of the Work Year: Non-Instructional personnel will be divided into four (4) contractual categories to be designated as nine (9), ten (10), eleven (11) and twelve (12) month employees. Ten (10), eleven (11) and twelve (12) month employees will work the assigned number of months and will be entitled to all Board designated holidays coming within their period of service. Nine (9) month employees, including bus drivers, lunchroom workers, and aides will work the assigned number of days and will be granted seven (7) paid holidays within their period of service: (Labor Day; Thanksgiving-Thursday and Friday; December 24th and 25th; New Year's Day; and Good Friday).

2. Length of Work Day: The following positions reflect a total hourly period of daily duty including an uninterrupted thirty (30) minute lunch period for each category of non-instructional employees:

Lunchroom Personnel	6 1/2 hours
Aides	7 hours

Secretarial/Clerical	7 1/2 hours
Custodial	8 hours
Maintenance	8 hours
Mechanics	8 hours

3. The period of service as indicated in two (2) above, may be increased for individual non-instructional positions by specific Board action. It is understood by the parties that non-instructional positions shall not be established for more than forty (40) hours per week.

4. At the request of the supervisor and mutual agreement of the employee, the employee's daily schedule may become flexible to accommodate the existing tasks provided the employee's hours do not extend beyond 40 hours in any one work week. This shall be considered as time-flex, thereby providing opportunity for employee work hours flexibility.

SECTION K: The Board shall place on the agenda of its regular session any matter brought to the consideration of the Board by the Association so long as such matters are made known to the Superintendent seven (7) days prior to the meeting.

SECTION L: In all departments of employment, should summer employment be made available, the following guidelines will be considered for selection of Board employees without regard to race, color, creed, age, sex, religion, national origin, or marital status:

1. Qualifications
2. Requirements of the Position
3. Seniority
4. Use of Non-Instructional Employees, when available

In instances where all factors are equal, seniority shall prevail.

SECTION M: The Board agrees to provide clothing and safety accessories for all employees assigned to areas where a high incidence of irreparable damage to clothing or physical wellbeing can be expected.

SECTION N: The Board agrees to provide adequate sanitary restrooms and a lounge at each Board owned building site. However, this exempts the Board from constructing any additional facilities during the current contract.

SECTION O: The School Board will furnish each food service employee, upon request, cloth aprons, cloth aprons will be cleaned and laundered on a daily basis by the food service worker.

SECTION P: The School Food Service Manager will determine assignments for the care and cleaning of food preparation facilities.

SECTION Q: The Board reserves the right to establish temporary positions for a period not to exceed one (1) year. Employees filling such temporary positions shall be informed of such temporary status prior to accepting employment. Any employee hired under a temporary position will not earn seniority rights unless re-employment for a subsequent consecutive year. The Board nor the Association will have any responsibility to such temporary employee after his/her temporary contract expires.

SECTION R: Whenever possible, substitutes shall be provided when a regular employee is absent from duty. If no substitute can be secured, no other employee will be required to perform work for an absent employee. An employee may assume the additional responsibilities of absent employees and shall be compensated for the hours worked beyond the normal work day as provided in Article V, Section I (2).

SECTION S: An operational procedures handbook shall be developed by mutual agreement of the Board and the Association to list specific employee conditions for Food Service personnel.

SECTION T: SAFE DRIVER PLAN

Introduction:

Statistics indicate the School Board can significantly reduce the potential for injuries and lawsuits by initiating a plan that assures that we do not hire or allow any persons to drive who does not have an acceptable driving record. Persons who have a poor driving record will not be hired.

Plan:

In order to qualify for and remain employed by the District School Board of Taylor County, every driver must establish and maintain an overall driving and safety record which exemplifies careful driving habits and meets the criteria established by this plan. The immediate supervisor is responsible for monitoring the driving records of all employees under his supervision who are assigned to drive a school district vehicle, and all drivers are required to report to their immediate supervisor all accidents and violations

in which they are involved as the driver of a school district vehicle. FAILURE TO REPORT MAY RESULT IN TERMINATION OF EMPLOYMENT.

Applicability:

This plan applies to all drivers and operators of school district equipment to other than school bus drivers who are covered under a separate plan. No employee will be terminated solely based on his safety record prior to School Board approval of the plan.

Effective Date:

This plan supersedes all preceding plans and is effective immediately.

The Point System:

The driving record of all drivers of school district vehicles will be reviewed at least annually by the chairperson of the Safe Driver Plan Committee. Points may be assigned as violations occur according to the following schedule. A driver involved in a single accident or event but cited for more than one violation will receive points only in the category receiving the highest number of points.

<u>VIOLATIONS CATEGORIES</u>	<u>MAXIMUM POINTS TO BE</u>
<u>ASSESSED</u>	
1. At fault due to	2
2. Conviction of driving while impaired (DUI)	10
3. Speeding 15 MPH or less over posted limit	3
4. Speeding more than 15 MPH over posted limit	4
5. Careless driving	4
6. Reckless driving	4
7. Failure to observe a Stop sign	4
8. Failure to observe a Red light	4
9. Failure to observe Traffic Instruction Sign	1
10. Operating without a Valid Driver's License (Revoked, suspended, etc.).....	10
11. Improper Lane Change	4

12. Failure to have vehicle under control	4
13. Crossing private property to avoid traffic light or stop sign.....	2
14. Driving on wrong side of road	2
15. Improper turn	2
16. Failure to yield right-of-way	2
17. Improper backing	2
18. Following too close	4
19. Improper Passing	4
20. Leaving Scene of an Accident	10
21. Failure to report an Accident in which you are involved within the next working day.....	10
22. Failure to Stop at Railroad Crossing	5
23. Fleeing or Attempting to Elude Police Officer	10
24. Failure to observe any other established driving law or regulation: Points to be established 0 – 10 by the committee using the above schedule as a guide.	

Any violation of accident involving property damage or personal injury may be reviewed by the Committee at any time. An accumulation of points may result in the following administrative action:

<u>No. of Points</u>	<u>Time Period</u>	<u>Action</u>
1-4 Points within	12 month period	Documented Warning
5-6 Points within	12 month period	1-day suspension without pay
7-9 Points within	12 month period	3-day suspension
10 Points within	12 month period	Termination of Employment

It is the responsibility of all employees to report the occurrence of any of the following events not later than the end of the next working day after the occurrence.

1. Any accident in which they are involved as the driver of a school district vehicle.
2. Receipt of any motor vehicle moving violation while operating a school district vehicle.
3. Suspension or revocation of driver's license. No driver shall be allowed to drive a vehicle belonging to the school district without proper license or while such license is under suspension or revocation.

Failure to report a violation or making a false or misleading report may be grounds for termination of employment.

Points can be assessed with any accident in or out of compound.

Administration:

This plan will be administered by the Safe Driver Plan Committee consisting of persons in the following positions:

VOTING MEMBERS

President of the Non-Instructional Union
Transportation Coordinator
Facility Representative

NON-VOTING MEMBERS

Both the Union and the District may include two (2)
Non-voting members who may participate but no vote.

Each employee covered by this plan shall receive a written copy of the plan and shall have the opportunity to have any questions he/she may have answered. Each employee covered by the plan shall sign a form indicating that he/she has received a copy of the plan, has had any questions answered, and understands its contents.

APPEAL PROCESS:

An employee has the right to appeal assignment of points and/or administrative action relating thereto by requesting a hearing before the Safe Driver Plan Committee. The appeal must be in writing addressed to the Chairperson of the Committee and delivered within five (5) working days of receipt of the notice of Committee action and must state the employee's objections in detail.

SECTION U: REASONABLE SUSPICION DRUG TESTING

“Reasonable suspicion drug testing” means a drug testing based on specific facts that an employee is using or has used drugs in violation of the TCNIA/TCSO agreement drawn from specific objective, facts and reasonable inferences drawn from those facts in light of experience.

The Employer may require an employee to submit to drug and alcohol testing under any of the following circumstances:

- a. Whenever at least two administrators have reasonable suspicion that an employee is using, under the influence of, or in possession of illegal drugs or alcohol while on duty; or that the employee is abusing alcohol or illegal drugs and the abuse adversely affects employment.
- b. Observable phenomena while at work, such as direct observation of drug use of the physical symptoms or manifestations of being under the influence of a drug.
- c. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- d. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on any School Board premises.
- e. Supervisors who will be making these determinations must have some training and knowledge of common behaviors, which might trigger a reasonable suspicion.

REASONABLE SUSPICION DRUG TESTING: Where there is a reasonable suspicion that an employee is using or has used drugs in violation of the School Board’s policy, the facts and inferences outlined under “Reasonable Suspicion Drug Testing” listed above shall be used in determining whether a reasonable suspicion exists. The School Board will communicate to the employee prior to conducting the drug test the reasons for ordering the test.

FOLLOW-UP DRUG TESTING: will be required if the employee, in the course of employment, enters an employee assistance drug related program or an alcohol or drug rehabilitation program. Such an employee will be required to submit to a drug test as a follow-up to such a program on a quarterly, annual or semi-annual basis for up to one (1) year thereafter.

The following procedures shall apply to drug testing under this policy:

1. Samples shall be collected with due regard for the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.
2. Specimen collection shall be documented and the documentation procedures shall include:
 - (a) Labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and
 - (b) A form for the employee to provide any information he may feel is relevant to the test. Such information may include currently or recently used prescription or not prescription medication or any other relevant medical information; providing such information shall not preclude the administration a drug test, but shall be taken into account in interpreting any positive results.
3. Specimen collection, storage and transportation to the testing site shall be performed in a manner in which will reasonably preclude specimen contamination or adulteration.
4. Each initial and confirmation test, not including the taking or collecting of a specimen to be tested, shall be conducted by a laboratory licensed by the Department of Health and Rehabilitative Services criteria established by the National Institute on Drug Abuse. The laboratory shall conform to the mandates of Section 112.0455(12), Florida Statutes, and applicable rule.
5. The School Board may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee on the sole basis of a positive test result that has not been verified by a confirmation or follow up test.
6. The School Board shall pay the cost of all drug tests, initial and confirmation, which is required of employees. An employee shall pay the costs of any additional drug test not required by the School Board. A job applicant shall pay the costs of all drug tests administered as a requirement for employment.
7. The School Board will keep all results of drug tests confidential to the extent mandated by Section 440.102, Florida Statutes.
8. Refusal to submit to drug testing when reasonable suspicions exist may result in disciplinary action up to and including termination. A meeting will immediately be scheduled with the employees TCNIA Executive Director and or President to determine just cause.

9. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking assistance. Employees shall be subject to all employer rules, regulations, and job performance standards with the understanding that an employee enrolled in a rehabilitation program is receiving treatment for an illness.
10. Although an employee can be sanctioned with either the loss of benefits or job, this can occur if all tests are totally confirmed and the employee is given an opportunity to challenge the results. The employee may pursue a legal challenge as to denial of benefits or job.
11. "Employee Assistance Program" means the program provided by the Employee Health Care Program or a similar School Board approved drug abuse assistance or rehabilitative program.

Definitions:

- a. "Alcohol Abuse" means the use of alcohol or alcoholic beverages, on or off duty, which impairs or adversely affects the employee's ability to perform his/her job duties. The use or being under the influence of alcohol or alcoholic beverages on the job by School Board employees is strictly prohibited.
- b. "Drug Abuse" means the use of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.
- c. "Illegal Drugs" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.
- d. "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" means those guidelines as printed in the April 11, 1998 Federal Register (53 FR11970), as they may be amended from time to time.

"Reasonable Suspicion" is based on specific, objective facts derived from surrounding circumstances from which it is reasonable to infer that further investigation is warranted

This provision does not supersede or replace Article V, §H providing for random drug testing of bus drivers. This provision shall instead supplement that article.

SECTION V: Contracting out

1. Prior to the Superintendent making a recommendation to the Taylor County School Board to contract out educational staff professional positions to private sector companies, the Superintendent shall notify the President of the Association at least 90 days before the School Board would vote on a contract with a specific company.
2. If an employee loses his/her position with the District because of privatization, the employee shall be paid for all accrued sick leave or be allowed to bank the days for future use if he/she is re-employed. The laid off employee shall choose which of the two options he/she shall receive.

ARTICLE VI – LEAVES

SECTION A: Any non-instructional employee when called for jury duty or subpoenaed as a court witness in a criminal proceeding shall be given, for that purpose, leave for jury duty and/or court processes, and shall receive full salary, with payment received for such services to be endorsed to the Board. However, for any attendance at court for personal reasons, the employee must take personal leave or leave without pay.

SECTION B: Personal Leave: Six (6) days of personal leave with pay will be allowed for any employee each school year, provided that such days shall be charged to accrued sick leave and provided further that personal leave days shall be non-cumulative and may not be counted in determining a year of service. Personal leave not in excess of six (6) days shall be subject to approval by the Superintendent, but if in excess of six (6) days, shall require approval of the Board.

SECTION C: Extended Personal Leave: Any member of the non-instructional staff who desires personal leave shall file a written application of such leave. The person shall not be entitled to compensation while on extended personal leave. Extended personal leave will be granted at the discretion of the Board, except Parental Leave shall be mandatory upon application, as provided in School Board Policy #4.17 (1). Unless specifically granted by the Board, an employee on extended personal leave shall not become gainfully employed for more than sixty (60) days during such leave. At the request of the Superintendent, an employee shall present copies of all IRS W-2 or IRS 1099 forms received as a result of gainful employment.

When an employee takes an extended leave of absence and the position is filled for the length of the leave, that employee may not rescind the date of return. The exception will be if the employee's leave is taken due to family or personal illness, then the employee may rescind the leave upon giving the district two weeks advance notice of the employee's intention to return to employment.

An employee on leave for a year or the remaining part of the year that wishes to report to duty in the same position the following year should notify the Superintendent and the Supervisor in writing by April 1. If an employee fails to notify the Superintendent and the Supervisor in writing (postmarked by April 1) as required in this paragraph, the Superintendent shall in turn notify the employee by certified mail of his/her obligations in this regard. The Superintendent's letter shall be sent to the most recent address provided by the employee.

The Superintendent's letter shall state that the employee's failure to respond in writing by certified mail postmarked by May 1 shall result in immediate termination of employment and forfeiture of any property rights previously obtained.

Each employee on leave shall maintain a current address in the Board Office for purposes of notification.

Employees who are granted a second (2nd) year of extended personal leave may return to employment if a position is available.

SECTION D: Sick Leave

1. An employee who is employed on a full time basis shall be credited with four (4) days of sick leave at the end of the first month of employment. Sick leave shall be cumulative from year to year without limit to the number of days that may be accrued, provided that no employee may earn more than one (1) day of sick leave times the number of months of employment, during the school year. Sick leave shall be taken only because of personal illness or illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her household. Any leave charged against accrued sick leave shall be with full compensation.

2. A claim for sick leave shall be filed immediately after the employee returns to duty. The claim shall be in writing and shall set forth the days absent. It shall be signed by the claimant certifying that the facts are true and correct and that the claim is valid and legal. The Superintendent may require a certificate of illness from a licensed physician or from the County Health Officer. No employee shall receive compensation for work until such requirement has been met.

3. All unused, accumulated sick leave acquired by a non-instructional personnel in another district, or districts shall be accepted by this school district upon employment of such non-instructional formerly employed in another district;

but shall be credited to their account only as they earn leave in Taylor County. Such transferred sick leave shall be in addition to the sick leave which the non-instructional personnel is entitled from this school district.

4. Any non-instructional employee who is employed for the summer months will receive sick leave for the number of hours a day they are employed per month, i.e., four (4) hours worked per day you would receive four (4) hours of sick leave for the month. Employees appointed for less than a month's time would not be eligible to earn sick leave. Appointment of an employee for days or hours does not qualify for sick leave.
5. Transfer of sick leave to a family member: An employee may transfer earned sick leave to a spouse, sister, brother, parent or child who is also employed by the District under the provisions of Florida Statute and District Policies and Procedures.

SECTION E: *Illness-In-The-Line-Of-Duty*: Any employee shall be entitled to a maximum of ten (10) days of illness-in-the-line-of-duty leave each school fiscal year; when unable to perform his/her duties or because of illness from a contagious or infectious disease contracted in his/her work, when such illness or injury is deemed compensable by the District's worker's compensation insurer. Such leave shall be non-cumulative from year to year and when approved by the School Board shall be used before charging any absence to regular accrued sick leave; provided that the following conditions are met:

1. The Administrator or the Superintendent shall be notified as soon as the injury or illness occurs.
2. The employee shall file a written claim signed by the Administrator for attachment to the payroll report for the period in which the illness or injury occurred.
3. In case of injury, a certificate from a licensed physician may be required and in the case of a claim relating to a contagious or infectious disease, the employee shall file a statement from a licensed physician certifying that beyond a reasonable doubt the contagious or infectious disease was contracted at school during the time the employee was engaged in school work.
4. After determining that the claim correctly states the facts and is valid, the School Board will approve the leave.
5. Any employee who has suffered a compensable leave shall be paid exclusively by the District's Worker's Compensation carrier.
6. Any employee granted leave as herein provided who has used the ten (10) days as provided by law may be granted additional leave by action of the School Board as hereinafter prescribed:

- a. The employee shall file a certificate signed by a licensed physician stating that the employee is unable to return to duty because of the injury or illness for which the initial leave is granted.
- b. The employee shall agree to file a medical report at such intervals as the Superintendent may direct showing that he/she is unable to perform his/her contractual duties.
- c. The employee shall not engage in any type of work for which he/she will receive remuneration.
- d. An employee with 20 or less accrued sick leave and vacation leave days would have to use all leave, employees that have in excess of 20 days would have to exhaust all but 50% of their unused vacation and accrued sick leave days.
- e. When the above conditions are met and on the recommendation of the physician, the employee will be allowed additional illness-in-the-line-of-duty leave not to exceed one hundred (100) days; provided that the employee is under contract during the time of such leave and compensation.
- f. An employee will not be entitled to any illness-in-the-line-of-duty leave once it has been determined that such employee has reached maximum medical improvement for the injury or illness for which the leave was granted.

Intentional Acts on an Employee:

Any employee shall be entitled to illness-in-the-line-of-duty with full pay for one year when the employee has been absent from duty due to an injury sustained as a result of an intentional act upon them by another person, while in the discharge of the employee's duty. Such leave shall result in no reduction of the employee's accumulated sick leave or vacation leave.

Section F: Bereavement Leave: All full time employees who have completed the probationary period shall be granted three (3) paid days leave in the event of a death in their immediate family. Immediate family is defined as a spouse, parent, sibling, child, grandparent, grandchild, mother-in-law, father-in-law, or step-relative counterpart of the above. Such bereavement leave shall be non-cumulative from year to year and will only be paid for scheduled workdays. Employees will be granted (3) paid workdays.

G: Leave for Domestic or Sexual Violence Situations: An employee may request and take up to three (3) days of leave in any twelve (12) month period if the employee, a family member, or household member is the victim of domestic or sexual violence. An employee requesting such leave must first use any paid leave available to the employee (sick, personal, or annual); if none is available, the employee may then use unpaid leave.

ARTICLE VII – AUTHORITY AND PROTECTION

SECTION A: The Board recognized the necessity for provision of measures to insure both the authority and the personal protection of each employee. It is, therefore, agreed that whenever and wherever possible, issues of this nature will be characterized by cooperative efforts and mutual support in and among the various levels of personnel.

SECTION B: Nothing contained in the Agreement shall be construed to deny or restrict any employee of his/her rights under the Florida Law and U. S. Laws or other applicable laws and regulations. The rights granted to employees herein shall be deemed to be in addition to those provisions and rights elsewhere.

SECTION C: All employees shall be entitled to full rights of membership in Taylor County Non-Instructional Association and no religious or political activities or lack thereof shall be grounds for disciplinary or discrimination with respect to the employee of such employment.

SECTION D: All provisions of the Agreement shall be applied without regard to race, creed, color, religion, natural origin, age, sex, or marital status.

SECTION E: Any case of assault upon an employee shall be reported to the Board or its designee by the employee or any other employee observing or having knowledge of the assault. The Board will advise the employee of his/her rights and obligation with respect to such assault and shall provide legal counsel at the Board's expense. The Board agrees to exercise its right to defend employees to the extent permitted by law.

SECTION F: An employee may use such force as is necessary in protection from attack or to prevent injury from a student.

SECTION G: In case of intolerable misbehavior by student(s), the employee shall provide, in writing, such particulars for the principal to determine possible disciplinary action. The employee shall be informed of the principal's decision.

SECTION H: No complaint by a parent or student, directed toward an employee, shall result in formal disciplinary action without the employee first being given an opportunity to respond at an informal level. The employee shall be entitled to have present a representative of the Association when formal action is anticipated for any alleged infraction of rules or delinquency in performing duties.

SECTION I: If any employee is complained against or sued as a result of any action taken in the pursuit of employment, the Board will underwrite the cost of legal counsel for cased tort liability, provided that, in the opinion of the Board, the employee was at his/her assigned post and was not guilty of willful neglect, negligence or improper conduct.

SECTION J: Personnel Files

1. The personnel files of each employee shall be maintained at the Board of Education's central administration office. Such files shall contain education background, evaluation, and experience. Files kept by any supervisor of any employee may contain material that is not in the personnel file. Materials not in personnel file shall not be used in evaluation or in disciplinary procedures.

2. Employees shall be provided with copies of any derogatory written material ten (10) work days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay, to initial and date the material, and to prepare a written response to such material.

3. An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from his/her personnel file with the exception of any material that includes ratings and reports or records which were obtained prior to the employment of the employee involved.

4. Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

SECTION K:

1. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon the hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section J. subsection (2).

2. Each member of the non-instructional staff shall be fully evaluated and rated by his/her immediate supervisor. The purpose of the evaluation is to improve the service(s) of the non-instructional staff in all departments. The Superintendent together with the principals and department heads shall develop and prescribe the form to be used in any department. All evaluation reports shall be filed in the office of the Superintendent by no later than May 1 of each year.

3 Any member of the non-instructional staff who receives an overall performance evaluation by his/her immediate supervisor of below, needs improvement or unsatisfactory for a particular school year will not receive a step increase effective the following school year.

SECTION L: Sexual Harassment will use Board Policy. (Personnel, Section G, page 261a).

ARTICLE VIII – INSURANCE

SECTION A: The Board shall contribute Three-thousand, one-hundred dollars (\$3,100.00) toward the cost of a comprehensive health insurance protection program for each full-time employee during the school year. It is understood that an employee contribution may be necessary to participate in the comprehensive health insurance protection program. If the insurance premium is increased, the employee is responsible for the increased premium.

SECTION B: Employees who are hired after the beginning of the fiscal year shall have a Board contribution which shall be proportional to the number of days worked. The employee shall be required to contribute any remaining amount necessary to fully pay premiums due.

SECTION C: The Board agrees to allow the employees to develop a comprehensive health insurance protection program for their bargaining unit and at the request of the Association to submit such an insurance program to bid.

SECTION D: The Association shall select three representatives and the Board shall select two representatives to serve on a district level committee to study appropriate fringe benefit programs for the members of the bargaining unit.

ARTICLE IX – VACANCIES

SECTION A: A vacancy shall occur when a permanent position becomes available through the termination of any employee or the Board established position in which an employee can earn permanent status.

SECTION B: A current list of all non-instructional vacancies in the Taylor County School System shall be sent to all designated representatives to post in all schools so that interested employees may have an opportunity to apply. In any event, such posting shall be made before the vacancy is filled. A position may be filled on a temporary basis provided that the temporary period shall not exceed (20) days before the permanent filling of the position.

SECTION C: All non-instructional vacancies shall be posted by the superintendent or designee in all schools and work centers at least six (6) working days prior to their being filled. The posting shall include a copy of the job description. All advertisements for vacant positions may be advertised one (1) time for expediency.

SECTION D: In filling vacancies, preference shall be given to presently employed qualified employees before new employees may be considered. Criteria shall be qualifications and years of service to the Board.

SECTION E: When filling any position OPS, if the said position requires testing, the applicant must be qualified at the time of applying. OPS positions may be filled for 30 days, after this time the position will be established or deleted. This provision will not apply to a person (OPS) who has been in the system five (5) years or more.

SECTION F: In filling positions requiring testing, test scores will be good for one (1) year.

SECTION G: The typing requirement for Secretary III will be 45 correct words per minute (CWPM); all other positions that require a typing test will be 35 CWPM.

ARTICLE X – TRANSFERS

SECTION A: Employees who desire to transfer to another building or position shall file a written statement of such desire on a form developed by the Superintendent. The employee shall file a copy with the Superintendent and with their immediate supervisor.

SECTION B: Employees who have requested a transfer or reassignment shall be notified in writing of any reason for denial by the Administrator's action on said transfer or reassignment as soon as action is taken. Additionally, the Union President shall be provided a copy of the employee notification, simultaneous with the employee notice.

ARTICLE XI – LAYOFFS

SECTION A: In the event the Board determines that a reduction in the number of positions is necessary, the following procedures shall be used:

The Board shall determine the:

1. Program
2. Department
3. School Work Location

4. Classification in which the reduction shall take place

The order of layoffs by classification shall be as follows:

“Bumping”

If layoffs occur or positions are abolished, an employee having seniority over other employees shall follow these steps:

1. The employee would “Bump” the employee with the lowest seniority within the laid-off employee’s classification, regardless of work site.

2. If there is no one in the laid-off employee’s classification, the employee would be given the opportunity to “Bump” the employee with the lowest seniority in any other job classification for which the laid-off employee is qualified. In the event the laid-off employee is qualified in more than one classification, the laid-off employee would have the option of selecting the job classification in which he/she bumps into.

3. Employees who utilize bumping procedure would not have their pay step reduced.

4. The Board agrees to provide notice of the layoffs to the affected employees and the Association at least ten (10) days before any action is taken.

SECTION B: Recalls

The Board shall determine the positions in which recall will be made and the number of employees to be recalled. Employees shall be recalled in the inverse order of layoff.

1. It shall be the responsibility of the employee to keep the Board informed of a correct mailing address where a letter of recall can be sent. Letters of recall will be mailed by certified mail to the employee to the last address provided to the Board. Failure to respond to the letter of recall within five (5) days after receipt will be considered a resignation and the employee shall have no further right to recall.

2. If the employee has not been recalled within twenty-four (24) months, the layoff shall be considered permanent.

ARTICLE XII – PROMOTIONS

SECTION A: Employees who desire a promotion shall file a written request with their immediate supervisor. The employee shall be notified in writing concerning the disposition of such request.

SECTION B: When being promoted to a higher classification, the employee will retain his/her current pay step and will not be entitled to a promotion to a higher classification level until the employee has served six (6) months in the fiscal year. When assuming a position in a lower classification, the six (6) months will not apply.

ARTICLE XIII – TERMINATION OF EMPLOYMENT

SECTION A: Probationary Service: any non-instructional employee employed for the first time in the Taylor County School District shall serve a One Hundred Twenty (120) working day probationary period, which may be extended by permission of the employee, and shall then be considered a permanent employee. Employees whose employment continues after the completion of their probationary period shall be considered permanent employees.

SECTION B: Permanent Status: Only newly hired employees shall be required to serve a probationary period. Employees who have achieved permanent status and who change positions shall not be required to serve probationary period in the new position. Permanent employees may only be dismissed for just cause and shall be entitled to due process rights. Employee discipline shall be subject to the grievance procedure.

SECTION C: Under normal circumstances, employees will not be disciplined or discharged unless progressive disciplinary measures are applied.

Progressive discipline is as follows:

1. Verbal reprimand
2. Written reprimand
3. Second written reprimand for the same type of infraction within one year.
4. Suspension without pay
5. Discharge

SECTION D: The employee shall be accompanied by his/her union representative at any interview for the record which may result in disciplinary action.

SECTION E: No member of the non-instructional staff may be suspended from duty except by the Superintendent or the School Board.

1. The Superintendent may suspend an employee during an emergency for a period extending to and including the next meeting of the School Board. The School Board shall be immediately notified of all such suspensions.

2. Any employee of the School Board arrested for a crime constituting a felony or for a misdemeanor involving moral turpitude will immediately be suspended from duty by the Superintendent.

3. All suspensions will be with pay until acted upon by the School Board.

ARTICLE XIV – EMPLOYMENT COMPENSATION

SECTION A: The salary schedule for all non-instructional personnel shall be set forth in Appendix A

SECTION B: Non-Instructional compensations, including salary, retirement, social security and contributions by the Board, for medical insurance. There shall be step increases for all employees moving through the steps. Step nineteen (19) will be added to the current salary schedule. The parties agree that step nineteen (19) will be increased such that the amount paid in compensation at such step will be increased by 5% from the prior year, inclusive of any step already received.

SECTION C: When a non-instructional employee is approved to participate in an in-service training session during his/her regular work hours, the employee will be compensated at their regular hourly rate. All other approved in-service will be compensated at the current minimum wage per hour.

When attending the same in-service component/training non-instructional and instructional shall be compensated equally.

SECTION D: Drivers of extracurricular trips which do not involve an overnight stay, will be compensated as follows:

1. Trips that require a substitute driver for the regular run will be calculated by deducting the regular run times, two hours for A.M. and P.M. run, from the total

trip hours. The driver will be paid according to the salary schedule for the regular bus run time and the prevailing minimum wage for the remaining hours.

2. Trips not interfering with regular bus runs will be compensated at the prevailing minimum wage.

3. Bus drivers who make a trip on a Saturday, Sunday, a day when school is not in session, or a school holiday will be paid time and one-half.

4. The time for day trips will begin with the designated departure time and end when the bus has returned its passengers to their place of origin.

5. For overnight trips the pay will be time and one-half, which will include seven (7) hours for the day of departure and seven (7) hours for each subsequent day, with the time for the regular bus run to be included in the total hours. The bus driver will be paid his/her regular salary for hours allocated to the regular run, i.e., two (2) hours for each A.M. and P.M. run.

6. Upon the recommendation of the Coordinator of Transportation, a driver of an extracurricular bus may be paid an additional sixty (60) minutes for maintenance, when such maintenance exceeds that which is expected for normal operations.

7. Drivers scheduled for extracurricular trips involving a regular run, and if said trip is canceled, shall be notified two (2) hours prior to the regular run. Upon failure of notification, the driver shall be compensated for the regular run and a minimum of one (1) hour at the trip rate, and the substitute driver shall make the regular run.

8. Any bus driver whose regular route exceeds his/her scheduled four (4) hour work day, will be compensated at their regular rate of pay.

SECTION E: Drivers of activity buses shall be reimbursed for food, lodging, and all other expenses, without deductions in salary.

SECTION F: When a bus breaks down, the driver shall lose no compensation. When drivers are called back for emergency situations, such as riots, evacuations at school locations or to complete a route, then he/she shall be paid at his/her regular rate of pay.

SECTION G: Except in an emergency situation, all extracurricular trips will be offered on a rotational basis, determined by seniority, and shall be filled by regular drivers who have completed no fewer than twenty (20) hours of school bus safety training.

SECTION H: Extra Bus Runs:

1. Seniority will be the determining factor in selection of drivers for extra runs.
2. All extra bus runs will be posted.
3. Pay for these extra runs to be at the driver's regular rate of pay.
4. Jobs at the beginning of a school year or new runs will be temporarily filled by the most senior drivers until posted.
5. If desired, drivers may get up to four (4) additional hours of extra runs.
6. An extra run may not interfere with a driver's regular run.
7. Drivers with total of eight (8) hours per day at regular pay shall not be eligible to take extra school trips.

SECTION I: The position of Heating/Air Conditioning/Refrigeration Repairman shall receive reimbursement for documented tool purchases up to Four Hundred Dollars (\$400.00) annually. Payments shall be One-Hundred Dollars (\$100.00) quarterly. The position of Maintenance Journeymen shall receive reimbursement for documented tool purchases up to Three Hundred Sixty Dollars (\$360.00) annually. Payments shall be Ninety Dollars (\$90.00) quarterly.

SECTION J: The position of Chief Mechanic and/or Mechanic shall receive reimbursement for documented tool purchases up to Four Hundred Dollars (\$400.00) annually. Payments shall be One-Hundred Dollars (\$100.00) quarterly.

SECTION K: All non-instructional personnel shall receive travel reimbursements in accordance with Law and State Board of Education Regulations. The employee shall be reimbursed for travel in accordance with Board Policy for conferences and workshops requiring overnight stay or actual expenses for lesser periods of time. Employees assigned temporary duty elsewhere for the purpose of attending local or out of county workshops for conferences shall be paid their regular daily rate for each day of assignment.

SECTION L When an employee substitutes in a higher position for a period of ten (10) consecutive days or longer he/she shall be compensated at the higher position's regular rate during the period of service.

SECTION M: Any new Non-Instructional employees shall be allowed one (1) Salary Level for every three (3) years of documented work experience in field. Employees

with an AA degree or above shall be allowed two (2) levels. No employee may begin at an entry level higher than level 10.

SECTION N: Employees who have to use their private vehicle for school business and are required to do so by his/her Supervisor and approved by the Board shall be reimbursed at the rate approved by the Board per mile for the use of their vehicle.

SECTION O:

1. Employees who are requested by their Supervisors to work beyond their normal work day shall have the option of receiving pay or compensatory time provided their normal work day is scheduled for less than eight (8) hours. The rate of compensation shall be on an hour for hour basis. However, if the total amount of extra duty time exceeds 40 hours within a single weekly period, then those hours above 40 shall be compensated on a time and one-half (1 1/2) basis.

2. Employees scheduled to work eight (8) hours daily who are requested by their Supervisor to work beyond their normal workday shall be paid for each hour at the rate of time and one-half (1 1/2).

3. It is understood that no employee shall be eligible for either extra duty compensation or compensatory time unless a specific request for work beyond normal duty hours is made by their Supervisor and an appropriate overtime form is completed by the Supervisor and signed by the employee and the Supervisor.

4. All compensatory time shall be utilized during the school year in which it is earned. Should an employee be unable to receive said compensatory time because of a lack of approval by his/her Supervisor, then the employee will be paid for said compensatory time. Inasmuch as it is required that compensatory time should be utilized during the school year in which it is earned, any employee who fails to utilize said compensatory time shall lose the option to be given time off.

SECTION P: When professional staff members are unavailable and upon the recommendation of the Principal or Director, non-instructional personnel may apply for approved supplemental positions.

Compensation shall be provided on the Board's adopted supplemental salary schedule.

SECTION Q: As proved by Chapter 231.40 (2)(A)(4), Florida Statutes, terminal pay benefits for non-instructional personnel shall be as follows:

1. During the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
2. During the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
3. During the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
4. During and after the tenth (10th) year of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
5. During and after the thirteenth (13th) year of service, the daily rate of pay multiplied by one-hundred percent (100%) times the number of days of accumulated sick leave.

SECTION R: As provided by Chapter 231.40 (2)(A)(3) Florida Statutes, the Board shall allow an employee to request payment of any annually earned sick leave which is unused at the end of the year earned. The payment rate shall be eighty percent (80%) of the daily rate of pay during the year for which payment is requested. Any sick leave days paid for under this section shall be deducted from the accumulated sick leave balance.

SECTION S: Any employee who has an increase in weekly work time due to action by the Board taken pursuant to Article V, Section I(3) shall receive a proportional increase in annual compensation.

SECTION T: Transportation of groups of 16 or more students to any single destination will be assigned to a driver in the transportation department

ARTICLE XV – SICK LEAVE BANK

SECTION A: Membership: Any full-time employee, having been employed by the Board for at least one (1) year and having at least five (5) days accrued sick leave, may enroll in the Sick Leave Bank by voluntarily contributing one (1) sick leave day to the bank.

1. An employee shall contribute one (1) sick leave day at the time of enrollment and additional days as set forth in (c) below. A day is defined as the number of hours worked per day shown in the employee's appointment. Enrollment must be made on the prescribed form furnished by the Personnel Department.

2. Any sick leave days contributed pursuant to this section shall be removed from the personal accumulated sick leave balance of that employee and shall not be returned except as provided in Section (I).

3. Membership in the Sick Leave Bank shall be continuous from initial enrollment until an individual member has withdrawn from the plan or had drawn from the bank.

SECTION B: Establishment and Duration: The Sick Leave Bank will not come into existence until at least 500 sick leave days have been contributed and will remain in existence until termination by the Board or it is discontinued because of depletion of sick leave days.

SECTION C: Replenishment Contributions: Following establishment of the Sick Leave Bank, all participating members shall contribute at least one (1) additional sick leave day in order to continue membership, if the balance of the bank is diminished to 250 hours. Participating employees will have ten (10) working days to return a notification of assessment for specifying contribution or withdrawal from the bank. Assessment will be automatic if the form is not returned.

SECTION D: Administration and Governance:

1. The Sick Leave Bank Review Committee shall be composed of two (2) representatives from the bargaining unit and two (2) members appointed by the Superintendent.

2. The Sick Leave Bank Review Committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank according to the guidelines set forth by the Sick Leave Bank Review Committee.

3. The Sick Leave Bank Review Committee with the assistance of the Personnel Department will make available an annual report of usage of the Bank to the School Board and to participating members.

4. A Sick Leave Bank Arbitration Committee of three (3) people will be appointed by the Superintendent for the purpose of settling any dispute arising from claims against the Bank. The Committee shall be composed of two (2) members from the bargaining units and one (1) administrator. The Committee shall be the authority on all disputes involving eligibility for benefits.

SECTION E: Eligibility: In the event of a catastrophic illness or injury causing a participating employee to be absent from work for an extended period of time, the employee may receive leave as follows:

1. All accumulated sick, annual and compensatory leave of the employee must first be expended, followed by an unpaid leave of five (5) continuous work days.
2. Applications must be made to the Personnel Department, submitting statements from two (2) licensed physicians attesting to the member's extended illness or accident.

The statement must certify:

- A. The nature of the illness or accident; and,
 - B. The probable date the member would be able to return to work.
3. A participating member shall not be eligible to use sick leave from the Bank if the employee is on Worker's Compensation, illness-in-the-line-of-duty, or other approved paid leave.

SECTION F: Benefits: Upon approval of application by the personnel department a member will be allowed to draw a maximum of fifty (50) paid sick leave days during one fiscal year, up to a maximum of one-hundred (100) paid sick leave days during the term of employment, from the Bank subject to the following provisions:

1. Drawing of sick leave days based on availability of sick leave days in the Bank.
2. All cases will be reviewed by the Sick Leave Bank Review Committee when the twentieth (20th) continuous day of benefits has been reached. At this time the Committee may request additional medical certification. Also, at this time, any sick leave which may have been accrued by the participants must then be used before resumption of drawing from the Sick Leave Bank.
3. The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in Section G below.

SECTION G: Participation Abuse: Alleged abuse of the Sick Leave Bank shall be investigated by the Sick Leave Bank Review Committee. If any employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick credit drawn from the Sick Leave Bank and be subject to such other disciplinary action as determined by the School Board.

SECTION H: Withdrawal from Participation: An employee who wishes to withdraw from participation in the Sick Leave Bank may do so. Withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the employee's intent to withdraw.

SECTION I: Discontinuance of the Sick Leave Bank: If it becomes necessary to terminate the Sick Leave Bank per Section B above, unused Sick Leave in the Bank will be distributed in the following manner:

1. If the number of unused sick leave days in the bank equals or exceeds the number of members in the bank, each member will receive one of the unused days credited to his/her personal accumulated sick leave account. Those days exceeding the number of members in the bank will be dispensed of at the sole discretion of the School Board.
2. If the number of unused sick leave days in the bank equals or exceeds one-half (1/2) the number of members in the bank, each member will receive one-half (1/2) of the unused days to be credited to his/her personal accumulated sick leave account. Those days exceeding one-half (1/2) the number of members in the bank will be disposed of at the sole discretion of the School Board; and,
3. If the number of unused sick leave days in the bank is fewer than one-half (1/2) the number of members in the bank, all unused days will be disposed of at the sole discretion of the School Board.

ARTICLE XVI – MAINTENANCE OF STANDARDS

SECTION A: Within ten (10) days after beginning initial employment, or beginning a change in job classification, each employee will receive a copy of his/her job description.

SECTION B: There shall be a program of orientation for all new staff members on the non-instructional staff. The program of orientation shall be prescribed by the Superintendent and Association.

SECTION C: Each member of the non-instructional staff shall be fully informed as to his/her duties and responsibilities at the time of his/her appointment. Moreover, he/she shall be fully informed as to whom he/she might be responsible. The employee shall be advised of any changes in his/her duties or in the person or persons responsible for the supervision of his/her work.

ARTICLE XVII – DEFINITIONS

SECTION A: Day – A normal work day.

SECTION B: Full time employee – An employee who works 180 days or more.

SECTION C: Employee – Any member of the bargaining unit.

SECTION D: Seniority – Total consecutive years of service an employee has within the district.

ARTICLE XVIII – TERMS OF AGREEMENT

SECTION A: The provisions of this agreement will commence on July 1, 2018 and continue in effect until June 30, 2021.

SECTION B: This agreement shall not be extended orally and will expire on the date indicated.

SECTION C: It is further understood that on or about May 31st, of each year of this Agreement, the parties shall meet to negotiate as follows:

1. On any two (2) different contract Articles selected by each party.
2. Compensation and Fringe Benefits
3. On any Article, Section or Provision affected by the enactment of the Florida Legislature which impact on existing language.
4. On any Article or Section of mutual agreement between the parties.

However, during said negotiations, the provisions of this Agreement shall remain in effect until expiration or alteration through the negotiations process.

For the Taylor County Non-
Instructional Association

For the District School Board
of Taylor County, Florida

/s/ _____
Annette Kinsey, Chief Negotiator

/s/ _____
Angela M. Ball, Chief Negotiator

/s/
Charlotte Ellison, President

/s/
Danny Glover Jr, Superintendent

/s/
Donna Faircloth, Vice-President

/s/
Brenda Carlton Chairman, District School
Board Of Taylor County, Florida

/s/
Team Member

APPENDIX B
OFFICIAL GRIEVANCE FORM

Name _____

School _____

Assignment _____

Home Address _____

Phone _____

Step _____

A. Date Cause of Grievance Occurred

B. Relates to Article and Section _____ of

Contract _____

C. Statement of Grievance _____

D. Relief Sought _____

Grievant Signature

Date

Signature of Assoc. Rep.

Date

E. Disposition by Immediate Supervisor

Signature

Date

1 copy to Immediate Supervisor

1 copy to Association

1 copy to Grievant

Grievance Number

NOTICE TO ALL BARGAINING UNIT MEMBERS

The rights and benefits of this Agreement were negotiated to improve the working conditions and employment status of the non-instructional personnel in the Taylor County School System. Should a violation of this Agreement occur, the Taylor County Non-Instructional Association, Local #4374, American Federation of Teachers, A.F.L.-C.I.O., FEA/United, Should be notified immediately. Members of the Taylor County Non-Instructional Association will be fully represented and assisted in the resolution of any grievance. Pursuant to the provisions of the Florida Collective Bargaining Law, Chapter 447, Florida Statutes, NON-MEMBERS will not be assisted or represented by the Taylor County Non-Instructional Association in any contract violation, employment condition or status dispute or unfair labor practice.

DISTRICT SCHOOL BOARD OF
TAYLOR COUNTY, FLORIDA

Superintendent of Schools		Danny Glover, Jr.
School Board Members	Chairman	Brenda Carlton Bonnie Sue Agner Deidra Dunnell Danny Lundy Jeannie Mathis
Chief Negotiator		Angela M. Ball
Official Mailing Address		Superintendent of Schools 318 N. Clark Street Perry, Florida 32347
Telephone Number		(850) 838-2500

TAYLOR COUNTY
NON-INSTRUCTIONAL ASSOCIATION
FEA/UNITED, AFT Local #4374
A.F.L. – C.I.O.

President	Charlotte Ellison
Vice-President	Donna Faircloth
Secretary	Kim McAfee
Treasurer	Melinda Lundy
Official Mailing Address	P.O. Box 2003 Perry, FL 32348
Telephone Number	

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For the Taylor County Non-Instructional Association

/s/ Annette Kinsey
Annette Kinsey, Chief Negotiator

/s/ Charlotte Ellison
Charlotte Ellison, President

/s/ Donna Faircloth
Donna Faircloth, Vice-President

/s/ Melinda Lundy
Team Member

For the District School Board of Taylor County, Florida

/s/ Angela M. Ball
Angela M. Ball, Chief Negotiator

/s/ Danny Glover Jr.
Danny Glover Jr, Superintendent

/s/ Brenda Carlton
Brenda Carlton Chairman, District School Board Of Taylor County, Florida

