

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SCHOOL BOARD OF SUMTER COUNTY**

**AND**

**SUMTER COUNTY  
ESSENTIAL SUPPORT PERSONNEL**

**July 1, 2011 – June 30, 2014**



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**PREAMBLE**

Whereas, the Board and the Association recognize and declare that providing a quality education for the students of Sumter County School District is their mutual desire and that the character of such education depends partly upon the quality and morale of the employees, it shall be the mutual aim of the parties to this Agreement to improve and/or provide conditions for the benefit of the employees as required under the expressed provisions of this Agreement.

Whereas, the parties have reached certain understanding which they desire confirmed in this Agreement, it is agreed as follows:

## **PRINCIPLES**

- A.** This Agreement is negotiated under F.S. 447 and Rules established by PERC in order to establish for its term, the terms and conditions of employment in the classifications set forth in APPENDIX 3 attached hereto and made a part hereof.
- B.** The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this Agreement and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.
- C.** The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill.
- D.** The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with any provision of this Agreement shall be suspended and replaced by this Agreement.

**ARTICLE I                    RECOGNITION**

- A.** The Sumter County School Board, hereinafter "Employer" or "District" hereby recognizes Sumter County Essential Support Personnel Association, an affiliate of the Florida Education Association (FEA), the National Education Association (NEA), the American Federation of Teachers (AFT) and the AFL-CIO as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, (Case No: RC-84-018 and Certificate No.: 637) issued by the Public Employees Relations Commission on the 13th day of June, 1984. Such representation shall cover all personnel assigned to newly created non-instructional positions if certified by PERC that they are eligible for membership in the bargaining unit.
- B.** Unless otherwise indicated, use of the term "Employee/Bargaining Unit Member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

**INCLUDED:** All full-time and part-time personnel in the following positions: Title I Aide - Migrant Education Aide, PREP Aide, PREP Tutor, Head Custodian Plant Manager, Custodian, Custodian A,C, & I, Lunchroom Cashier, Clinical Aide, Media Aide, Secretary, Special Education Aides, Clerk, Compensatory Tutor, Compensatory Aide, Compensatory Education Aide, EMR Tutor, Migrant Tutor, Migrant Aide, Bookkeeper/Secretary, Maid, Chapter I Aide, Chapter I Tutor, Clerical, Guidance Aide, Bus Driver, Head Mechanic, Mechanic Maintenance Worker, Assistant Maintenance Chief, Machine Repair Technician, Property Records Technician, Press Operator Technician, Food Service Technician, Bookkeeper, Special Program Computer Aide, Attendance Aide/Liaison, Migrant Clerk, Special Programs-Home/School Liaison, Clerk Title I Aide, Vocational Aide, Lunchroom Manager, Lunchroom Worker, Lunchroom General Worker.

**EXCLUDED:** Superintendent, Director of Finance, Director of Administration, Director of Instruction, Supervisor of Instruction, Coordinator of Food Service, Coordinator of Special Education. Coordinator of Media, Chief of Maintenance, Chief of Transportation, Financial Assistant, Superintendent's Secretary, Director of Finance Secretary, Director of Administration Secretary, Principal's Secretary, and all certified instructional and professional employees of the School Board of Sumter County.

## **ARTICLE II DEFINITIONS**

The following list of terms shall be used in this Agreement and whenever used will refer to the definitions described herein unless otherwise stipulated or described by this Agreement.

**Administrative Rules** - The body of regulations adopted by the Florida State Board of Education to clarify and implement state statutes which relate to education in the State of Florida.

**Agreement** - The document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

**Bargaining Unit** - That group of employees approved by the Florida Public Employees Relations Commission to be appropriate for the purpose of collective bargaining.

**Bargaining Unit Member** - That employee who is identified in the Public Employees Relation Commission order defining unit members.

**Certification** - Refers to the designation of PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

**Collective Bargaining** - The performance of the mutual obligations of public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning terms and conditions of employment except that neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided by Chapter 447, Florida Statutes.

**Compensatory Time** - Taken off during the work week for time worked over a work week. Arrangements are to be made for time off at the time additional work time is requested.

**Cost Center** - Any entity within the school system which prepares and maintains a budget or any organized unit within a system that requires a budget.

**County Public School** - All public schools now existing or established in the future which lie wholly within the legally established boundaries for the County of Sumter.

**Emergency** - Any situation which is not routine or generally anticipated. A supervisor

may direct an employee to continue working past normal working hours until the emergency is under control. Arrangements shall be made for compensatory time or overtime pay at the time the employee is directed to work overtime.

**Employee** - The term when used in the Agreement shall refer to all employees named in PERC Certificate #637.

**Exclusive Bargaining Agent** - SCESSP, The exclusive bargaining agent recognized by the public employer, and certified by PERC as that designated or selected by a majority of public employees as their representative for the purpose of collective bargaining.

**School Fiscal Year** - July 1, one year, through June 30 of the following year.

**Full Time Employee** - A bargaining unit member who is employed at least twenty (20) hours per week with an expectation of continued employment.

**Part Time Employee** - A bargaining unit member who is employed less than twenty (20) hours per week with expectation of continued employment.

**PERA** - Public Employee Relations Act, CH. 447 (Florida Statutes) governing collective bargaining with public employers and employees.

**PERC** - Means the Public Employee Relations Commission created by Chapter 447, (Florida Statutes).

**Seniority** - The length of time an employee is continuously employed in Sumter County (for the purpose of reduction in force and recall) or the length of service in the district within the classification (for the purpose of voluntary transfer or reassignment).

**Substitute** - A person who is employed to fill a full or part-time position when the regular employee is absent or on approved leave.

**Sumter County School Board** - The legislative body charged under the state constitution and state law with the operation of a public school system in Sumter County hereafter called the "Board".

**Superintendent** - The secretary and executive officer of the School Board of Sumter County who is responsible for the administration of the schools and for supervision of instruction in the Sumter County Schools.

**Supervisor** - The employee's designated supervisor.

**Vacancy** - For the purpose of this agreement, any permanent full-time or permanent part-time position created by the Board which does not have an occupant.

**Work Schedule:**

- a. **Twelve Months Employee:** A person who is employed by the Board that requires 250 days of work days and paid holidays.
- b. **Eleven Months Employee:** A person who is employed for a position that requires a minimum of 211 days or maximum of 230 days of work days and paid holidays.
- c. **Ten Months Employee:** (Same as above but 196-210 days)
- d. **Nine Months Employee:** (Same as above but less than 196 days)

**WORK CENTER:** Specific site where an employee normally reports and where assigned duties are normally performed.

**WORK WEEK:** A five (5) day period, designated to begin at 12:01 a.m. on Wednesday and ending on Tuesday the following week at 12:00 midnight. The normal work days will be Wednesday, Thursday, Friday, Monday and Tuesday.

### **ARTICLE III PROCEDURE FOR NEGOTIATIONS**

#### **A. Mutual Commitment to Good Faith Negotiations**

Good faith negotiations require a free and open exchange of views by the parties involved in the negotiations; therefore, both parties agree to meet at reasonable times and places, to negotiate in good faith effort to reach agreement in accordance with Florida Statutes 447.

#### **B. Requests for Meetings**

1. The Board and the Association agree that both parties shall be afforded full opportunity to negotiate all wages, hours, terms and conditions of employment, that are known at the time of negotiations under this contract.

#### **C. Negotiation Teams**

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counter proposals and to reach tentative agreement on items being negotiated.

#### **D. Negotiations of Successor Agreement**

Notice of negotiations shall be submitted by SCESP not later than sixty (60) days prior to the expiration date of the current agreement. The date and time to begin negotiations shall be established mutually.

#### **E. Employer and Employee Meetings**

When requested by either party, representatives of the Employer and the Association bargaining committee shall meet for the purpose of reviewing the administration of the contract and to resolve problems that may arise. The bargaining agent may, at any time, bring to the attention of the Superintendent any problems that may arise.

F. The parties will be responsible to print the tentative agreement for ratification by the parties.

G. The cost of any Special Master proceeding shall be borne equally.

H. The parties agree that the Special Master proceedings may be by-passed, by mutual agreement, in accordance with F.S. 447.

## **ARTICLE IV GRIEVANCE PROCEDURES**

### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to contract problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **B.** Any claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided unless herein prohibited. No formal grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present.

### **C. Grievant**

A "grievant" is a person or persons making the claim.

**Informal:** Within ten (10) working days of the occurrence or knowledge of alleged violation of this agreement the grievant will orally present his/her concern to his/her immediate supervisor. Within five (5) working days after presentation of the grievance, the supervisor shall give his/her answer orally to the employee. The informal step may be waived, if desired, by the grievant. Nothing contained in this section shall be construed to prevent any individual employee from discussing a problem with the administration.

#### **Formal: Step 1**

If the grievant is not satisfied with the informal resolution, he/she may, within ten (10) working days of an oral answer, file a formal grievance on the proper form mutually agreed to and set forth in Appendix C. The following formal grievance procedure may be invoked by the grievant. The grievant may submit to the immediate

supervisor a fully completed copy of the grievance form. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant. The Association Representative may be present. The employee's immediate supervisor shall within five (5) working days after such meeting communicate his/her answer in writing to the grievant and the Association. If the grievance involves more than one (1) work center, or more than one (1) employee (the informal step is mandatory for class grievances if based on more than one (1) employee) Step I may be omitted and the grievance submitted immediately to Step II by the Association as a class grievance.

***Step II***

If the grievant is not satisfied with the disposition of Step I, or if no disposition has been made within ten (10) working days, they may within ten (10) working days of the answer to Step I, file a copy with the Superintendent. If the alleged violation involved more than one (1) work center, or employee (the informal step is mandatory if based on more than one (1) employee) the grievant will file a class grievance with the Superintendent. The Superintendent or his designee or the Association may conduct whatever investigation is necessary to make a finding. Within seven (7) working days the Superintendent or his/her designee shall meet with the grievant and the Association, if requested by the employee. Within five (5) working days

following this meeting the Superintendent shall indicate the disposition of the grievance in writing to the grievant

and a copy furnished to the Association.

***Step III***

If the grievant is not satisfied with the deposition at Step II, (or no answer is given,) he/she may within five (5) working days of the answer in Step II, file a copy of the grievance with the Chairman of the Board. The Board or its designee may conduct an investigation if an investigation is desired. The grievant shall have the right to appear before the Board for consideration. The disposition of the grievance in writing by the Board shall be made to the grievant no later than twenty-one (21) working days or five (5) days after the Board hearing, whichever is less from the time of the submission of the grievance to the Board for its consideration. A copy of such disposition shall be furnished to the grievant and the Association.

***Step IV***

If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period above provided, the grievance may be submitted to arbitration according to their rules. The decision to submit the grievance to arbitration must be made by the grievant and the association within ninety (90) days following the deadline for notification of disposition by the Board in Step III. A copy of the letter of referral to the AAA will be provided to the Board.

- D.** The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the

arbitrator shall be final and binding.

- E. The cost for the services of the arbitrator, including expenses shall be borne equally. Each party will be responsible for its own defense, i.e. substitutes, witnesses, etc.

**F. Time Limits**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

- G. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the parties prevents attendance at a grievance meeting the time lines shall automatically be extended, if notice is given with sufficient reason(s). If grievance conferences are held during the working hours, all employees whose presence is required shall be excused, with pay, for that purpose.

- H. Adjustments of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

- I. All employees will be entitled to fair, reasonable, and equitable treatment. An employee who participates or intends to participate in any grievance as described herein shall not be subject to discipline, reprimand, warning or reprisal because of such participation. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.

**J. Group Grievance**

If a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent (Step II) directly and the processing of such grievance shall be commenced at step two when the grievance affects more than one work center.

**K. Expedited Grievance Procedure**

1. The Association may process a grievance via the expedited grievance

procedure outlined as follows if mutually agreeable to both parties.

- a. The grievance shall be submitted in writing to the Superintendent or his/her designee. Within ten (10) days after submission, the Superintendent or his/her designee shall schedule a meeting with the Association in an effort to resolve the dispute.
  - b. If the Association is not satisfied with the Superintendent's ruling regarding the grievance, the Association may file with the Chairman of the Board within seven (7) days following receipt of the Superintendent's ruling a request for a hearing before the Board. The Board shall set a hearing within fifteen (15) days following receipt of the request of hearing. The Board shall provide the Association with a written ruling on the grievance within five (5) days following the hearing. Should the Association not be satisfied with the Board's ruling, the Association may submit the grievance to arbitration before an impartial American Arbitration Association (AAA) arbitrator according to its rules for final resolution of the grievance.
  - c. Both parties agree to be bound by the decision of the arbitrator.
2. The fees and expenses of the arbitrator shall be shared equally by the parties.

**L. Miscellaneous Conditions**

1. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising there-under may be processed through the grievance procedure until resolution.
3. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any grievance, the Employer shall permit an Association representative, with permission from the individual member, access to and the right to inspect and acquire copies (under the provisions of law) of the individual's personnel

files and any other files or records of the employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection. Class action grievances filed by the Association shall be initiated at Formal Level #2 of the grievance procedure.

## **ARTICLE V BOARD RIGHTS**

- A.** The Board, on its own behalf and on behalf of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law. It is expressly understood and agreed between the Association and the Board that the right to direct employees of the Board, to hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against employees in compliance with this Agreement.
- B.** It is expressly understood and agreed that this Agreement constitutes the entire Agreement between the parties with respect to wages, rate of pay, hours of employment and other conditions of employment for the affected employees that were known at the time of negotiations.

## **ARTICLE VI ASSOCIATION RIGHTS**

**A.** When requested, the Superintendent or his designee will meet with the President or bargaining agent for the purpose of reviewing the terms and conditions of the Agreement in an effort to resolve any problems that may arise.

**B. Use of Facilities**

The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings, with permission of the Superintendent or his designee. The Association shall have the right to call meetings for its membership after normal duty hours in school board owned facilities with permission of the Superintendent. The Association shall have the right to use school facilities for meetings without cost when approved by the Superintendent.

**C. Communications**

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each cost center, and work sites such as bus garages, warehouses, cafeterias, maintenance shops and any other areas designated for employee use. When copies of materials are posted, a courtesy copy shall be provided to the supervisor or administrator in charge of the work center. The Association may use the district courier service, employee mailboxes, and district e-mail (within the district's acceptable use policy), and new employee packet, for communications to employees.

**D. Access to Members**

Duly authorized representatives of the Association and their respective affiliates shall be permitted to meet with members of the bargaining unit to transact official Association business on school property at all reasonable times, provided that this shall not interfere or interrupt normal school operations. Representatives of the Association shall notify the building site supervisor and make arrangements for any meetings with an employee prior to entering the site.

**E. Information**

The Board agrees to furnish to the Association in response to reasonable requests all information concerning the financial resources of the district. The Board further agrees to furnish, when requested, copies of all forms required by state agencies such as, but not limited to: the State Department of Education. The Board further agrees to furnish when requested, copies of all non-confidential research reports and other relative material dealing with collective bargaining which becomes available to them; all such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.

**F. Board Policies**

Present Board policies which affect employees but which are not covered in this Agreement will not be changed without prior notice to the Association. Notice of proposed Board policies that affect employees shall be given in writing to the Association sufficiently in advance of the scheduled Board action to allow the Association to present an opinion and have it considered in accordance with Florida Statute. Copies of policies adopted by the Board shall be given to the building representative and Association President.

**G. Exclusive Rights**

The rights granted herein to the Association shall not be granted or extended to any other organization claiming to represent employees under PERC Certificate #637. The Association shall be afforded all rights under PERC Rules and Florida Statutes 447 and rights under this contract as the exclusive bargaining agent for employees identified in PERC Certification #637.

- H.** The president, vice president and officers of the Association, the president, vice president, and intern trainees of the state affiliate, and the executive officers of the national affiliate shall be granted personal leave, without pay, for their respective term of office and/or training period. Upon return from leave, the employee shall be placed in the same position held before such leave or if such

position is not available, to a substantially equivalent position within the scope of the employee's job classification. Such employee shall have the right to continue participation in the retirement system and insurance programs of the District, when permitted by state law and the insurance carrier.

- I. **Association Leave:** Leave for lobbying and Association business shall be determined by collaboration with the Superintendent and Association President.
- J. The union will be notified whenever a plan to privatize, or phase out an entire work classification, is seriously considered. The data collection or feasibility study stage will be considered to be the point at which this notice is required.

## **ARTICLE VII EMPLOYEE RIGHTS**

### **A. Rights and Protection in Representation**

The Board, pursuant to Chapter 447 of the Florida Statutes and the Public Employee Relations Act of 1974, hereby agrees that every employee of the Board shall have the right to freely choose to organize, join, and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. The Board further agrees that it shall not directly or indirectly discourage, encourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, Laws of Florida or the Constitution of Florida and the United States; that it shall not discriminate against any employee with respect to hours, wages, or terms and conditions of employment by reason of membership in the Association participation in any activities of the Association or collective bargaining with the Board, or the institution of any grievance, complaint or proceedings under this Agreement or Law or otherwise with respect to any terms or conditions of employment.

### **B. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under Florida State Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

### **C. Just Cause Provision**

No employee shall be terminated nor disciplined without just cause. Any such action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

### **D. Association Identification**

No employee shall be prevented from wearing identification of membership in the Association or its affiliates provided it does not disrupt normal school operations.

### **E. When an employee is required to appear before any administrator or**

supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee's position, employment, or the salary or any increments pertaining thereto, the employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise and represent such employee during such meeting or interview. Any suspension of any employee pending charges shall be with pay.

- F.** The Board shall include in the District Master Plan for Staff Development components for members of the Association designed to improve the competencies of employees. A classified staff development committee shall be established consisting of representatives elected by each class of employees. The committee shall elect its own chairperson and shall consider the inservice needs of all classified employees and make recommendations to the Professional Development Council for inclusion in the Master Staff Development Plan.
- G.** All employees are entitled to a safe place to work. When an unsafe condition exists where continued work could result in an injury to the employee or other employees, the unsafe condition shall be immediately reported to the supervisor. The supervisor shall take whatever action necessary to correct the condition. Should correction not occur in the condition, the employee shall report the condition to the Superintendent. This does not waive the right of an employee to grieve.
- H.** The normal employee work day of eight (8) hours shall include a reasonable lunch break and two (2) ten (10) minute breaks. Employees who work more than five (5) hours daily and less than eight (8) hours daily shall be entitled to a reasonable lunch break and one (1) ten (10) minute break. Employees who work at least four (4) hours daily shall be entitled to one (1) ten (10) minute break. A reasonable lunch break is defined as the same provided for students, but not less than twenty-two (22) minutes. Employees may be called upon during lunch to perform duties as may be required. In the event lunch is interrupted the employee shall be given additional time to complete lunch.

- I. A printed copy of job description shall be given to all employees.
- J. All classified employees entitled to a lunch break shall be granted the same lunch break as other employees during pre, post and teacher planning day.
- K. Employees may be allowed to leave their assigned work location during the regular work day with the approval of the principal or supervisor for emergencies. If absence is longer than one (1) hour, appropriate leave shall be taken.
- L. The employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area. The employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members dispensing medication shall follow procedures established by the Board, and shall be held harmless as a result of such duty while following established procedures. No bargaining unit member shall administer corporal punishment.
- M. Physical Examinations**
  - 1. The cost of initial employment physical required by the Board for employment shall be paid by the employee.
  - 2. The cost of all additional physical and/or mental examinations required by the Board for continued employment shall be paid by the Board. The employee shall choose a doctor from a list of three (3) qualified doctors. The list shall be prepared by the Board.
- N. The school system telephones are primarily for business purposes. Employees may use telephones to take care of necessary business of an emergency nature during duty hours. In the event of an emergency call for an employee the employee will be contacted and allowed to come to the phone to deal with the emergency. Phone calls shall not, even in the case of emergency, be charged to the School Board.
- O. The Board shall furnish and maintain all necessary equipment and supplies.
- P. Temporary duty elsewhere shall be assigned when such duty will cover

attendance at activities required by the Superintendent or participation as a representative of a work site/or classification when requested and approved by the Superintendent.

- Q.** All in-service workshops shall be listed on the monthly in-service calendar when possible and made available to all employees. In-service workshop attendance shall be voluntary if scheduled beyond normal work hours.
- R.** All employees shall do school related work and shall not be asked to do personal work by other employees.
- S.** All employees in dealing with students shall be restricted to the authority granted by Florida Statute.
- T.** The personal life of an employee which does not affect his/her work is not an appropriate concern or attention of the Board. The employee is entitled to his/her own personal life style as long as it does not affect the job performance or bring discredit to the school system or its programs.
- U.** Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities do not violate any local, state or federal law or effect the orderly operation of the school system.
- V. **Transporting Students:**** Employees shall not be required to transport students in their private vehicles. An employee may do so voluntarily, however, with the advance approval of the principal or immediate supervisor.
- W.** A task force appointed by the Superintendent and the President of the SCESP shall meet to discuss job connected training and its implications for compensation.
- X.** Committees formed for the purpose of providing input to the planning of new schools or facilities or remodeling shall include the SCESP representative from the affected site or, if unavailable, a person from that site appointed by the SCESP President.
- Y.** No written information concerning an employee provided by a bargaining unit supervisor will be used for disciplinary or evaluation purposes by an

administrator without affording the employee due process rights including notification of allegations and the opportunity to present his/her side of the situation.

## **ARTICLE VIII DUES/PAYROLL DEDUCTIONS**

### **A. Dues Deduction**

1. Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments in the Association. The membership form shall be the payroll deduction form. Such authorization shall be submitted and shall remain in effect from year to year thereafter unless revoked in writing, with 30 days advance notice. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal payments from the employee's regular salary check beginning with the salary check received by the employee in the pay period following the date of authorization. The deductions shall be remitted, not less than five (5) days after the deduction, to the Association. Upon termination of employment, the Board shall deduct all unpaid Association dues from the remaining paycheck(s). The bargaining agent shall certify by August 15 of each year the amount of annual dues adopted by the Association and shall specify the months deductions occur as well as amounts to be deducted monthly. Envelopes and stamps will be provided by the Association for transmitting dues and payroll forms.
2. Authorization for dues deduction is revocable upon request by the employee to the employer. The revocable authorization for dues deductions shall be effective thirty (30) working days from receipt of written request.

### **B. Other Deductions**

1. Upon written authorization, the Board shall deduct from the salary of any employee and make appropriate remittance of all programs approved by the Board for payroll deduction. Request for deduction to be terminated shall be submitted to the Board thirty (30) days in advance of the effective date. Payroll deduction authorization shall be submitted

through approved agencies.

- 2.** With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees promptly to disburse said sums upon direction of the employee.
- 3.** The employee Association shall indemnify and save harmless the Board (in compliance with Florida Statute and Board policies) from any claims or demands, suits and costs incurred in connection with any such claims, demands, suits resulting from any action taken or omitted by the employer for the purpose of complying with the provisions of this article.

## **ARTICLE IX EMPLOYMENT PROCEDURES**

### **A. Placement on Salary Schedule**

#### **1. Adjustment to Salary Schedule**

Each employee shall be placed on the proper step of the salary schedule as of the beginning of each school year during the term of this contract. Any employee employed at least one day more than one-half of the employee's contract year shall be given full credit for one (1) year of service toward the next increment step for the following year.

### **B. Dismissal/Procedure**

1. Dismissal procedures shall insure that the employee has the right of making an appeal to the Superintendent and the Board when terminated.

### **C. Resignation**

1. An employee who is resigning from his/her position is requested to give the normal two (2) weeks notice.

## **ARTICLE X VACANCIES, TRANSFERS, REASSIGNMENTS**

### **A. Vacancies**

1. A vacancy shall be defined as any permanent newly created position, or any permanent full-time or permanent part-time position authorized to be filled that doesn't have an employee in that position.
2. Posting. All vacant positions shall be posted in all work centers for a period of ten (10) days prior to filling except in case of emergency. The posting notice shall include the qualifications for the position, its duties, the rate of compensation and the deadline for receiving applications.
3. Vacancies occurring during the school year. Bargaining unit members qualified for any vacant position may apply in writing for the vacant position prior to the deadline on the Vacancy Notice.
4. Vacancies occurring between school years. Bargaining unit members may apply for any vacant position in writing prior to the deadline on the vacancy notice. Employees desiring to be informed of any vacancy including promotions or extra-compensation positions occurring during June, July and August shall, prior to June 1, register in writing his/her desire with the personnel office indicating the specific areas of interest and his/her address and provide a self-addressed postage paid envelope for mailing.
5. Unit employees applying for a position outside their classification who meet the minimum qualifications for the position will be interviewed. Similarly, employees requesting a transfer to a position within the classification will be interviewed. New employees may not be assigned to a vacant position until all requests for transfer received by the end of posting have been considered. All things being equal, preference shall be given to applicants from within the school district. Whenever a bargaining unit member has applied for, but has not been selected for a transfer or vacant position, the SCESP president, at the request of the member, may ask that the Superintendent review the selection criteria,

selection process, and qualification of applicants. The Superintendent, after completing this review, will report his findings to the SCESP President.

6. Within ten (10) working days after the selection of the applicant to be recommended to the Board, the employer shall notify current employee applicants of his/her recommendation. The name of the successful applicant (Board appointed applicant) shall be filed with the Association.

**7. Voluntary Transfers and Reassignments**

**a. *During School Year***

Employees who wish to transfer to another building or position may file a written request of such desire with the Superintendent on the form set forth in Appendix IV, Request for Transfer. Such requests may be submitted at any time.

**b. *Between School Years***

Employees desiring transfer or reassignment to a different work center for the succeeding school year shall indicate such interest no later than May 15. Employees shall be notified as soon as feasible after action is taken on the request, but not later than August 15th of the succeeding year.

**c. *Criteria for Transfer or Reassignment***

In the determination of request for voluntary reassignment or transfer, the individual interests and needs shall be considered but the best interests of the school system shall prevail. No request shall be denied arbitrarily, capriciously or without basis of fact. If an employee's request for transfer is denied, a renewed or subsequent request may be made in accordance with 1 or 2 above. If more than one (1) employee has applied for the same position, the final determination shall be based on the best interests of the school system. Voluntary transfer or reassignment shall be made on the following basis:

1. length of service in the district (within the classification)

2. qualifications, contribution of the employee to the system, and mutual agreement of employee and administration

**B. Involuntary Transfer or Reassignment**

1. Criteria

When an involuntary transfer or reassignment is necessary, an employee's length of service in the Sumter County School District, length of service in the particular school building or work location, certification, and state and federal laws shall be considered in determining which employee is to be transferred or reassigned.

2. Meeting and Appeal

An involuntary transfer or reassignment shall not be made before a meeting between the employer and employee affected is held. The employee shall be informed during this meeting of the reason requiring the transfer or reassignment. The employee may request in writing a meeting with the Superintendent. Any employee not willing to be involuntarily transferred or reassigned shall be released from employment without prejudice.

## **ARTICLE XI JOB DESCRIPTION AND CLASSIFICATION**

- A.** For each classification, job descriptions will be developed and job incumbents will be provided the opportunity to have input into their job descriptions when developed or revised. A reasonable number of job description reviews may be requested by the Association. Job descriptions shall be distributed to all current bargaining unit members for the position to which they are assigned. The description will include as a minimum:
1. Job Title and Description
  2. Minimum Skills and talents required
  3. A specific statement of required tasks and responsibilities. Any evaluations of bargaining unit members' work performance shall be based solely upon said job descriptions.

## ARTICLE XII SENIORITY

- A. For the purpose of Reduction in Personnel, Layoff and Recall, a bargaining unit member working in more than one classification shall have each classification considered separately.
- B. Seniority shall be defined as the length of service within the district, ***including time on approved leave***. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- C. For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
  - 1. Custodial
  - 2. Maintenance
  - 3. Clerical/Secretarial (Office)
  - 4. Cafeteria
  - 5. Aide
  - 6. Bus Driver
  - 7. Mechanics
  - 8. Other
- D. In cases of reduction in force or recall, the employer shall make available a seniority list of the affected classification(s) to the Association.
- E. All notices of job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) work days before the closing date for applications except for emergencies declared by the Superintendent.
- F. Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may be employed with mutual agreement at other work on a job that is operated by the Employer, which he/she can do, without regard to any seniority provision in this Agreement.
- G. Seniority shall be lost by a bargaining unit member upon termination,

resignation, or retirement.

**H. Employee Security**

1. In the event of any Reduction in Force this contract shall apply. The Board shall retain the right to reduce the number of positions when done in good faith and for just cause.

**ARTICLE XIII            WORK YEAR / WEEK / DAY**

**A.** Management will establish the basic work day, work week, work year, and hours of work best suited to provided necessary services to the school system. An employee who is required to work extra hours on any day by his immediate supervisor shall be given compensatory time computed at one and one half (1-1/2) within the same work week except in an emergency.

**B.    Work Schedules**

**1.    Schedule Posting**

Employee shall be notified by their Supervisor of work schedules relating to the employee's work hours, days, and year.

**2.** The normal work week for all bargaining unit members is Wednesday through Tuesday.

**3.** The work day for bus drivers shall be the necessary time spent transporting students, maintenance of buses at the garage and cleaning of the buses. Employees are expected to spend a minimum of four (4) hours per day with the above duties.

**4.** The minimum call back time shall be two (2) hours.

**ARTICLE XIV      HOLIDAYS**

- A.** Six (6) paid holidays for all bargaining unit members.
- B.** The Sumter County Essential Support Personnel (SCESP) will be afforded the opportunity to have input into the development of the calendar with SCEA and Administration for recommendation to the Superintendent and the Board each year of the term of this Agreement.

## **ARTICLE XV EVALUATION PROCEDURES**

### **A. Frequency**

New employees shall be evaluated by their immediate supervisor within the first three (3) months of employment and at least one (1) additional time within the year when possible. Employees who have served more than one (1) year shall be evaluated at least one (1) time in each school year. Following the observation a written evaluation report shall be discussed in a conference with the employee for the purpose of identifying any deficiencies and extending assistance for their correction. Such evaluation shall consist of job observation.

### **B. General Criteria**

1. Evaluations shall be by personal observation with the full knowledge of the employee, conducted by bargaining unit member's immediate supervisor.
2. All evaluations shall be reduced to writing and a draft copy given to the bargaining unit member within ten (10) days following the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the employer towards that improvement and the employee notified that unsatisfactory performance will result in termination.
3. Copies of Evaluation: An employee shall be given a draft copy of evaluation report prepared by the evaluators before any conference. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. Employees shall sign the evaluation noting that the report has been shown to him/her. Signature does not indicate agreement with the evaluation.

**C. Evaluation Procedure**

**1. Communication**

Prior to any evaluation report the immediate supervisor of an employee shall have had appropriate communication, including but not limited to all steps in paragraph 2 below.

**2. Reports**

Evaluation reports shall be presented to each employee by the immediate supervisor in accordance with the following procedures:

- a.** Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by any supervisory personnel who come into contact with the employee in a supervisory capacity.
- b.** Such reports shall be addressed to the employee.
- c.** Such reports shall be on the evaluation form and shall include, when pertinent:
  - (1)** Strengths of the employee as evidenced during the period since the previous report.
  - (2)** Weaknesses of the employee as evidenced during the period since the previous report.
  - (3)** Specific suggestions as to measures which the employee might take to improve the performance in each of the areas wherein weaknesses have been indicated.

**D.** In the event a bargaining unit member is not to be continued in employment, the employer will advise the bargaining unit member of the reasons in writing.

**E. Personal Records**

**1. File**

An employee shall have the right, upon request, to review the contents of his/her personnel file and any documents contained therein, except confidential recommendations. An employee shall be entitled to have a representative(s) of the Association accompany him/her during such review. Copies may be provided to the employee at cost of the

production.

**2. Derogatory Material**

No material derogatory to an employee regarding conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature does not in any way indicate agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and such answer shall be reviewed by the superintendent and attached to the file copy. No derogatory material relating to the condition of buildings or grounds observed during annual inspections shall be placed in any employee's personnel file when the condition is beyond the employee's control.

**3. No Separate File**

Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

**ARTICLE XVI NOTICE OF EMPLOYMENT SUCCEEDING YEAR**

**A. Procedure**

**1. Date**

On or before May 30 of each year, the Board shall give to each employee either:

- a. Notification of continued employment or,
- b. A written notice that such employment shall not be offered.

**2. Reasons**

Any employee who receives a notice of non-employment may, within five (5) working days thereafter, in writing, request a statement of reasons in writing for such non-employment from the Superintendent.

The employee shall be entitled to this statement within ten (10) working days after the request is received in the Superintendent's office.

**B.** All current employees who have served in their present job classification with satisfactory evaluations for the two previous years will be considered on continuous employment. Such continuous employment, or tenure, will be granted upon completion of that two years, with personnel employed one day over half the contract year receiving credit for one year.

**C.** All new employees will be placed on a 90-day probationary period. During this period, an employee may be terminated upon written notification. After having served two years in a job classification in the Sumter County Schools, to include the first 90 days, with satisfactory evaluations, an employee will be granted continuous employment.



**ARTICLE XVIII      REDUCTION IN PERSONNEL, HOURS, LAYOFF, AND  
RECALL**

- A.** Layoff shall be defined as necessary reduction in the work force within a work year, done in good faith and for just cause, beyond normal attrition due to a lack of funds sufficient to avoid such reduction.
- B.** The Board shall establish the Job Classification or classifications where reduction is necessary. No bargaining unit member shall be laid off or have his/her hours reduced pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least fifteen (15) work days prior to the effective date of the layoff. In the event of a necessary reduction in work force, the employer shall first layoff the least senior bargaining unit members on a district basis. In no case shall a new employee be employed by the employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position. Bargaining unit members whose position have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.
- C.** In the event of a layoff, the Employer and Association may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and the Association, bargaining unit members may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff. If such an agreement is reached, the form in Appendix 2 will be used.
- D.** In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) work days after written notice to the affected bargaining unit

member(s) is given by the Employer.

- E.** A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list by seniority according to his/her job classification. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer if approved by the Insurance Carrier. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, [to any position for which they are qualified]. In cases of recall where an employee chooses not to return to work he/she forfeits his/her recall rights. Notices of recall shall be sent, by certified mail, to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Board of his/her intent to return to work and ten (10) days from receipt of notice, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member reports for work within the ten (10) day period. Bargaining unit members recalled to full time work for which they are qualified, may take said work.

**ARTICLE XIX            EXTERNALLY FUNDED PROGRAMS**

- A.**     Persons employed through the use of funds provided through State or Federal programs shall be treated in all respects as regular bargaining unit members and shall be covered by and comply with all terms and provisions of the Agreement.
- B.**     Persons employed through the use of other State or Federal programs shall be treated the same as all other bargaining unit members in all respects. In the event of vacancies caused by promotion, transfer, retirement, death, severance or discharge, movement to vacant positions shall be in accordance with the terms of the Vacancies, Transfers, and Promotions Article of this Agreement. In the event of reduction in work force resulting from lack of work or loss of funds, bargaining unit members shall be laid off and recalled in accordance with the provisions of the Agreement governing Layoffs and Recall, and seniority principles shall be strictly adhered to.

**ARTICLE XX LEAVES OF ABSENCE**

**A. Paid Leave**

**1. Sick Leave**

- a.** Employees are granted sick leave as provided in Florida Statute 1012.61 as amended. It is the responsibility of the employee to notify his/her principal/supervisor of the absence as early as possible in order that arrangements can be made to cover assigned responsibilities. Application shall be made on forms provided by the Board on the first day of returning to work. When an employee is on sick leave, it shall be their responsibility to notify their principal, appropriate director or supervisor when they will be back to work. In a position where a substitute is required, such notification must be in time to cancel the substitute. Failure to give such notification in time to cancel the substitute (two hours prior to duty) will automatically place the employee on one (1) day personal leave. If the employee has no accrued personal leave days then the leave will be personal leave without pay.

**2. Personal Leave**

Bargaining unit employees who have sufficient accrued sick leave may be granted a maximum of six (6) days annually, (non-cumulative from year to year) under the following provisions:

- a.** A maximum of six (6) days annually may be approved as emergency leave. Request for such leave shall be made as far in advance as is reasonably possible. An emergency is a condition that would reasonably require a person to be absent from duty and such condition is beyond the control of the employee. The nature of the emergency will be discussed with the supervisor verbally (a denial may be appealed to the Superintendent or designee), or

- b.** A maximum of six (6) days annually may be approved for personal leave. Such leave may be considered for the day preceding or the day following a holiday or holiday season; approval will be dependent upon the ability of the district to secure replacements to carry out necessary duties. Request for such leave must be submitted at least 48 hours in advance of the anticipated absence. No reason needs to be given other than that it is personal, or
- c.** Any combination of 1 or 2 above.
- d.** All leave granted under the provisions shall be charged against the employee's sick leave.

**3.** Vacation Leave

- a.** Members of the classified staff who are employed on a 250 day twelve (12) month basis shall accrue vacation leave as follows:
  - 1.** An employee with less than ten years of continuous service at the rate of one day per month cumulative to twelve work days per year.
  - 2.** An employee with ten years or more of continuous service at the rate of one and one-fourth days per month cumulative to fifteen work days per year.
  - 3.** An employee with over fifteen years of service, at the rate of one and one-half days per month, cumulative to eighteen workdays per year.
  - 4.** Vacation leave credit may be accrued from year to year, not to exceed 42 days, at the beginning of the fiscal year.
- b.** Vacation leave shall be granted by the Superintendent upon written request of the employee. Vacation leave shall be scheduled in a manner to minimize disruption of the school program.
- c.** In addition to the above provisions the following conditions shall apply to the accrual of vacation leave:

1. Employment prior to the sixteenth of any month shall permit the month to be counted as a month of employment.
  2. Termination of employment after the fifteenth of any month shall permit the month to be counted as a month of employment.
  3. Leave without pay in excess of eleven work days in any month makes an employee ineligible for vacation accrual for that month except an employee on leave from injury-line-of-duty may accrue vacation leave credit.
- d. A lump sum payment for accrued vacation leave shall be made to an employee upon his resignation, or entry into the Division of Retirement Deferred Retirement Option Plan (DROP) or to his estate if termination is by death. No further lump sum payment for accrued vacation leave shall be made to any employee upon the employee's severance from the DROP program.

4. Court Duty Leave

- a. The Board allows for employees to serve as juror or witness when summoned by the courts or by an authority authorized to issue subpoena under existing law.
- b. Employees who are on court duty leave may accept compensation from the court and are not required to reimburse the district if on approved paid leave.

5. Temporary Duty

- a. Temporary duty elsewhere shall be assigned when such duty will cover attendance at required activities requested by the Superintendent or participation as representative of work center or classification when requested/approved by the Superintendent.
- b. This is not a leave of absence, but rather as assignment of duty at a location other than the regular place of duty. Such duty will be assigned to include necessary travel time to and from the

location of the activity. For such assignment, there will be no pay beyond the normal duty day.

6. Reserve or Guard Duty

The Board agrees to comply with F.S. 115.07

**B. Unpaid Leave**

Unpaid leave will not be allowed as experience.

1. Military Leave

Military leave shall be granted without pay, as provided in Florida Statute 115.07, to employees of the School Board who are required to serve in the Armed Forces of the United States.

2. Leave of Absence For Professional Development

Leave without pay for professional development may be granted for a period not to exceed one (1) year at a time. One additional year may be requested in compliance with Florida Statutes for employees who have served satisfactorily in the work centers of the District.

3. Maternity Leave

Any full time employee will be granted maternity leave without pay provided a written application for leave, accompanied by a statement verifying the pregnancy is submitted.

4. Parental Leave

Any full time employee may be granted parental leave for a period of one (1) year for the purpose of child-rearing. An employee who has fathered a child may apply for parental leave for a period not to exceed the balance of the fiscal year in which the child is born and one succeeding fiscal year when subject to appropriate notice. The leave authorized under this subparagraph shall be considered personal leave without pay. Any employee may apply for a leave of absence in the event of his/her adoption of a child, provided such leave shall not exceed the balance of the fiscal year in which such adoption shall occur and the next succeeding fiscal year, and provided a written application for such leave be submitted to the employee's immediate supervisor within two (2) calendar weeks

after approval for adoption by the recognized agency or source. In all instances hereunder when a leave of absence shall extend beyond one (1) fiscal year reapplication shall be made in accordance with policies of the Board.

**5. Civic Duties**

Any employee may be granted, upon written notice, with the Superintendent's approval, personal leave without pay to perform civic duties at the local, state, or national level.

**6. Public Office**

An extended personal leave of absence without pay for a maximum of five (5) years (requested one (1) year at a time) shall be granted an employee upon application to campaign for or serve in a public office. On returning from such leave, the employee shall be returned to his/her former position, or to a substantially similar position, if available.

**7. Other**

Any employee may request personal leave without pay (maximum of one (1) year) for absences not covered by circumstances listed previously. Such leave shall be requested on proper forms to the Superintendent for his consideration at least twenty-four (24) hours in advance of anticipated absence when possible.

**8. Return to Duty**

Any bargaining unit employee granted extended personal leave under any provision stated shall inform the Board of his/her intent to return to duty the following year no later than April 1. A reminder notice shall be mailed by March 1, to personnel on leave at the last address of record as to that person's responsibility to notify the Board of their intention regarding their return to duty. Failure to request return to duty will be considered a resignation.

**ARTICLE XXI            EMERGENCIES**

- A.** When an act of God or a Governmental Agency directive forces the closing of school or other facility of the Employer, the Superintendent shall determine those employees who are necessary to maintain minimum services. Those employees not needed will be rescheduled to make up time lost. In the event leave days have been previously arranged which fall on a day when schools are closed by the Superintendent because of an emergency, such leave shall not be deducted for that day. In the event a school/facility is closed for more than one (1) day due to mechanical failure, fire, vandalism, or calamity, the Employer has the right to reschedule assignments of the affected bargaining unit members and students so as to continue the educational process of students.

**ARTICLE XXII           WORKING CONDITIONS**

- A. A bargaining unit member shall be responsible to the work site supervisor. In the absence of a work site supervisor, the bargaining unit member shall be accountable for his assigned duties.
- B. It is the obligation of all employees to immediately report any unsafe or hazardous conditions to their immediate supervisor, in writing. The supervisor will sign the written statement and the employee will receive a copy. In cases where it is equipment being used, the equipment will not be used until it has been checked by appropriate district personnel. Correction will be made to any equipment evaluated as hazardous by appropriate district personnel prior to resumption of its use.
- C. The Employer shall provide without cost to the bargaining unit member the following:
  - 1. First aid kits and materials in all work areas.
  - 2. Adequate safety equipment as provided by law.
  - 3. Manufacturer or facsimile labels for any container used for chemicals.
- D. **Non-certificated Personnel**

The duties of non-certificated personnel shall be confined solely and exclusively to supportive duties within the school district. However, non-instructional employees may serve as permanent substitutes, manage in-school suspension and time-out rooms, and support the school in activities in which an educator's certificate is not required.
- E. All employees shall be given appropriate training and instruction in the proper use of equipment and supplies to be used in the performance of their assigned duties. Training will be provided by the direct line supervisor, i.e., head custodian, food service manager, assistant maintenance chief, etc.
- F. **Additional Working Conditions for Bus Drivers**
  - 1. Only State and County Qualified bus drivers, employed by the district, shall drive buses on extra trips. All drivers are responsible for returning

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buses in the same condition in which they were received. Bus rules adopted by the School Board as policy will apply to all bus trips.

2. Should the driver consider any portion of his/her route hazardous, he/she shall so report to his/her supervisor and every effort shall be made to alter the route or correct the situation to eliminate such hazards. The route shall be altered to eliminate such hazards, if not corrected.
3. All extra trips will be assigned on a rotating basis. A list for the North and South attendance areas based on seniority will be developed during the first week of school and the first week in January consisting of those State and County qualified drivers who indicate that they are interested in "extra trip" duty. All persons submitting their name to be included shall be expected to take the trip when their name reaches the top of the rotating list. Trips that fall under a single classification e.g. football trips, band trips, etc. will be grouped by school, and one driver (with the greatest seniority) from the rotating list will be assigned all such trips for the year. All group trips shall be assigned to a driver with the greatest seniority as expeditiously as possible after receipt of a group schedule in the Transportation Office. The procedure will start with the most senior driver who does not have a group trip assignment for the year. A driver will remain on the rotating list in their seniority position until that driver selects a group trip. Only after the selection of a group trip will the driver move to the bottom of the rotating list. In the event an activity is canceled after a group trip assignment has been made, the person(s) assigned those trips will move back to their seniority position on the rotating list. If a group trip is added after group assignments have been completed, the trip will be assigned to the next senior person on the rotating list of extra trip drivers. After once offering the group trip to the entire rotating list of extra trip drivers not already having a group trip assignment, the group trip will be offered to drivers (starting with the most senior driver) who have received prior group trip assignments. Clock time will coincide with

beginning mileage for trips. Field trips will not begin prior to 8:30 a.m. except in case of emergency.

4. Drivers shall make such reports as may be required by law and the School Board according to the schedule furnished by the Transportation Chief.
5. Principals shall notify bus drivers in writing of students assigned to their bus who have been expelled, suspended or transferred from school or the effective date of change.
6. Discipline forms shall be furnished to the bus driver and shall be used to report students who misbehave. Four (4) copies of this form will be given to the Principal and a copy shall be retained by the bus driver. It shall be the responsibility of the Principal to send one (1) copy to the parents. Bus drivers' recommendation of disciplinary action will be taken into account and action shall be taken by the Principal to improve the situation. Should appropriate action not be taken after three (3) written reports on a student the bus driver shall have the right to meet with the Principal, Transportation Chief and Director of Transportation during the driver's duty time, if possible. When discipline problems of a student become persistent or severe, the driver shall notify the principal who shall consider suspension or expulsion from the transportation system privileges for that pupil.
7. When it is necessary for a student to ride a bus other than his/her regular assigned bus, or be allowed to depart the bus at a stop other than their regular assigned stop, a form from the principal's office authorizing the change shall be given the driver.
8. Bus drivers shall not be required to transport more passengers than specified in Federal Standard 17.
9. Only State and County qualified bus drivers shall operate buses to transport students.
10. All new and/or vacated routes shall be posted. For routes vacated between the close of the school year and prior to pre-school, scheduling

will be accomplished at the pre-school bus driver meeting in August; the normal posting period will be waived in this circumstance, provided all drivers have been notified of the date this scheduling is to be accomplished. Effective July 1, 2008, the date and time of initial recommendation of drivers will be used as a priority list in lieu of seniority for route, bus and extra bus trip assignments.

- 11.** The Board shall furnish all cleaning supplies necessary to maintain buses in a clean condition.
- 12.** When feasible drivers shall be allowed to take buses home after their P.M. run.
- 13.** New buses shall be assigned according to the formula developed by the bus driver and administration committee (using seniority, odometer reading, and age of the bus rating scales with the lowest composite score receiving a new bus), except as required by Florida Statutes.
  - a.** Between the end of one school year and the beginning of the next, a committee will review the bus routes. Should any bus used on long routes have an odometer reading in excess of 50,000 miles, its replacement will take precedence over assignments yielded as a result of the provisions of Section F. 13 of this agreement. Such consideration will be made only in the specified time frame.
  - b.** For an interim period, higher mileage or older buses may be removed from the fleet before those identified under Section F. 13 of this agreement. The committee referenced in Subsection a. above will oversee the interim replacements. Once the bus fleet reaches a standard so as to meet the needs of the school system, the Bus Allocation Formula defined in Section F. 13 will be followed.
- 14.** Bus drivers will not be responsible for securing substitute drivers.
- 15.** Buses are not intended to be repositories for students, and to that end, students will not be allowed on the bus more than ten (10) minutes prior

to the scheduled departure time for the bus. Students who are already on the bus from a previous stop may remain on the bus.

16. The Transportation Chief will develop a prioritized list of needs in regard to radios to be installed in buses. Radios will be placed on buses as the budget will allow.
17. A route reassignment may be made if charges have been brought forward against the driver and no other route is available for the child/children involved to be transported.
18. Substitute drivers or drivers receiving a new bus will have access on the bus to a "safety feature summary" for that bus in addition to the general safety training program.

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**G. Additional Working Conditions For Maintenance Employees**

1. First aid kits shall be furnished by the Board for each vehicle and maintenance of the kits shall be no cost to the employee.

**H. Additional Working Conditions For Custodial Employees**

1. All custodial employees shall be given updated training and instruction on the proper use and handling of chemicals on an annual basis.
2. Substitutes shall be employed on the first day of such absence, if a substitute can be secured. Custodial employees will not be responsible for securing a substitute custodian. Vacations shall be scheduled when the employment of substitutes is not required to maintain satisfactory conditions. Substitutes will not be used to fill positions of vacationing employees.
3. Custodial employees can substitute in more than one school providing the total number of hours worked does not exceed 8 hours per day and/or 40 hours per week.

**I. Additional Working Conditions For Food Service Employees**

1. Cafeteria staff will not be held responsible for lunchroom laundry beyond their duty time.
2. Substitutes shall be employed on the first day of such absence, if a substitute can be secured. The lunchroom manager will be responsible

for securing substitutes.

**J. Additional Working Conditions For Paraprofessionals**

1. All paraprofessionals shall be provided in-service training in State and District Rules and Regulations relating to teacher aide responsibilities during pre-school. In-service training will be given in their responsibilities of a teacher aide as defined under Florida Statutes, State Board of Education Regulations and School Board Policy, as early as possible after initial employment. Aides working with handicapped students shall receive additional training in first aid and training in working with special children.
2. Paraprofessionals, clerks and secretaries shall be invited to participate in all staff/faculty meetings.
3. In-service workshops shall be made available to teacher paraprofessionals. Points will be awarded paraprofessionals by the same criteria used for instructional personnel. A record of these points shall be kept up by the Board and made available to the employee upon request, if the request is made within a reasonable time.
4. Paraprofessionals may voluntarily opt to attend required training, such as bloodborne pathogens, on preschool days during which paraprofessionals are not contracted or they may attend such training on the first early dismissal day.

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- K. On call rotation for mechanics will be voluntary. Mechanics who volunteer will be given a district vehicle to respond to calls as well as a communication device.
- L. Nominees for the position on the School Advisory Council as a noninstructional member shall be taken from noninstructional employees and be elected by noninstructional employees. The principal will ask the SCESP building representative to assist in counting the votes.
- M. Mandatory pre-school training will be paid at the employees' hourly rate of pay.
- N. In order to act in accordance with federal Drug Free Workplace requirements

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as well as the Drug Free Workplace requirements under Florida's Workers' Compensation statute, all employees will comply with the provisions of Sumter County School Board Policy 6.33 Alcohol and Drug Free Workplace.

## **ARTICLE XXIII      PROTECTION OF EMPLOYEES**

- A.** An employee may use reasonable force as is necessary to be protected from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- B.**
- 1.** Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
  - 2.** Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the employee for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
  - 3.** Legal services for employees. The Board shall provide legal services (Board chosen Attorney) for employees who may be charged civilly or criminally, with any action arising out of or in the course of his/her employment; provided that in the opinion of the Board, the employee was at his/her assigned post of duty and was not guilty of willful neglect of duty, gross negligence, a violation of law or rules of the Board.

## **ARTICLE XXIV      EMPLOYER-EMPLOYEE RELATIONS**

- A.** The parties recognize that a strong and effective school district/educational institution in a democratic society requires a cooperative effort between labor and management at all levels of interaction. The parties further recognize that if education is to be a top priority in the State and nation, the parties must pursue their joint objectives with renewed dedication, initiative and cooperation. Collective bargaining has proven to be successful instrument in achieving common goals and objectives in the employment relationship between bargaining unit members and administrators. However, problems of a continuing nature may exist at work site/building level which significantly impact that relationship. Solutions to these problems are vital if the quality of work life for bargaining unit members is to be enhanced and if the proficiency of the school district/educational institution is to be improved.
- B.** The parties recognize that a cooperative approach between bargaining unit members and administrators at the work site/building level is essential to the solution of problems affecting them. Many problems at this level are not readily subject to the resolution under existing contractual programs and practices but affect the ongoing relationship between labor and management at that level. Joint participation in solving these problems at the work site/building level is an essential increment in any effort to improve the effectiveness of the district/institution's performance and to provide bargaining unit members with a measure of involvement adding dignity and worth to their work life.
- C.** In pursuit of these objectives, the parties believe that the Association and Employer can best implement this cooperative approach through the establishment of the following:
- 1.** Participation Teams of bargaining unit members and administrators at the work site/building level. Accordingly, it is agreed that the following program will be undertaken with respect to Participation Teams.
    - a.** Members of the bargaining unit shall establish a Participation Team at the work site/building level. A Participation Team will be

made up of administration co-chairperson (county supervisors or administration may serve as consultants), a bargaining unit member co-chairperson, and (2) two bargaining unit members of the work site/building. The bargaining unit members of each work site/building will select their Participation co-chairperson and members.

- b.** Participation Team meetings shall be called by the co-chairpersons during normal working hours provided the bargaining unit and administration members agree. A Participation Team shall be free to discuss, consider and decide upon proposed means to improve department or work site/building performance, bargaining unit members morale and dignity, and conditions of the work site/building. Appropriate subjects, among others, which Teams might consider include: use of educational facilities, quality of the work environment, safety and environmental health, scheduling and reporting arrangements; absenteeism and overtime, energy conservation and transportation pools. Participation Teams shall have no jurisdiction over the initiation of, or the processing of complaints or grievances. The Participation Teams shall not have authority to add to, detract from, or change the terms of this Agreement.
  - c.** A Participation Team shall be free to consider a full range of responses to implement performance improvements and to make recommendations to the Superintendent and the Board regarding appropriate equipment and materials necessary to maintain a high standard of performance.
- 2.** An employee relations committee made up of five (5) bargaining unit members appointed by the SCESP President to meet on a quarterly basis with the Superintendent regarding non-contractual matters. The SCESP will request the establishment of each meeting time of the Superintendent.

## **ARTICLE XXV      INSURANCE**

(Bd. Appd. 11-17-09)

A maximum of \$345.67 for each coverage month shall be provided for current bargaining unit employees who participate in the Board's insurance plans A, C, D, or E. The two-week catch-up provision for insurance necessitated by the school calendar change established in Florida Statutes will be paid in one deduction if less than \$40 or prorated across the August through December 2009-10 pay periods if in excess of \$40. This is a one-time catch up. All insurance benefits herein are subject to the individual's acceptance into the different programs by the insurance carrier. This benefit shall take effect upon ratification of this contract by both parties or January 1, whichever is later.

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New bargaining unit employees hired must enroll in the insurance program during the first thirty (30) days of employment.

Any employee granted leave of absence for a maximum of one year as provided in this section, shall be given the opportunity to continue insurance coverage during the leave at the option of the carrier, provided that the premiums for such insurance program shall be paid by the bargaining unit employee on a monthly basis. Failure to provide a payment to the Board by the first of the month will result in termination of insurance benefits.

Benefits shall lapse for bargaining unit employees upon resignation or termination or upon last date of extended coverage made possible by prepayment.

Insurance provided by the District School Board shall be reviewed periodically by a Committee of Board designated members representing all classes of employees including two (2) representatives of the Sumter County Essential Support Personnel Association. This committee shall make recommendations for improvement in insurance programs to the Superintendent for presentation to the District School Board for consideration.

## **ARTICLE XXVI MISCELLANEOUS PROVISIONS**

### **A. Non Discrimination**

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, age, domicile, marital status, or handicap.

### **B. Printing Agreement**

Sufficient copies of the tentative Agreement reached by the parties shall be printed at the expense of the Board for distribution to all members of the bargaining unit within fifteen (15) days after completion of bargaining. All members of the bargaining unit shall receive a copy prior to the ratification vote.

### **C. Compliance Between Individual Contract And Master Agreement**

Any individual contract between the Board and the individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **D. Notice**

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following address:

1. If by Association, to Board at: 2680 West County Road 476, Bushnell, Florida 33513.
2. If by Board, to Association at: 2801 SW College Road, Suite #14, Ocala, FL 34474 **AND** President of Association at his/her address.

## **ARTICLE XXVII      COMPENSATION**

### **A.      Salary Schedule**

The basic compensation of each bargaining unit member shall be as set forth in Appendix 3. There shall be no deviation from said compensation rates during the life of this Agreement.

### **B.      Method of Payment**

1.      Effective July 1, 2007, all employees shall be on twice a month pay. Employees shall receive their salary in equal payments. Check stubs for all direct deposit checks will be online. Administration will ensure that computer access is available to employees and that copies may be accessed at the work site.
2.      All 250-day unit employees will receive 24 equal checks with payday being each 15<sup>th</sup> and 28<sup>th</sup> of the month. If payday falls on Saturday, Sunday or a holiday, pay shall be on the last working day of the period preceding the Saturday, Sunday or holiday with the exception of July where the pay date would be the next workday after the fifteenth. All other classified employees will receive 20 equal checks with the first check being issued on the fifteenth of the month returning to work (August), provided they have returned to work eight days prior to the fifteenth. Otherwise, the first check would be issued on the twenty-eighth. All subsequent checks will be paid on the 15<sup>th</sup> and 28<sup>th</sup> of the month. If payday falls on Saturday, Sunday or a holiday, pay shall be on the last working day of the period preceding the Saturday, Sunday or holiday with the exception of August where the pay date would be the next workday after the fifteenth.
3.      All deductions normally taken from the employee's check will be divided equally from the two checks.
4.      All employees hired after November 1, 2005 will participate in direct deposit. Effective March 1, 2011, all employees will be paid by direct deposit.

Bd Apprvd 5/5/09

Bd Appd 11/16/10

(Bd Appd 5/5/09)  
(Verbiage deleted)

- C. Charter school employees shall be paid on Sumter County Schools' pay dates. Each employee's check shall designate the number of sick, vacation, and personal leave days the employee has by January or the payroll department shall provide in January and July a report of accumulated leave for each bargaining unit member.
- D. The Board will arrange for a representative from the credit union to visit each worksite at a prearranged and announced time for the purpose of signing up for payroll deduction.
- E. Corrections for errors in excess of \$50.00 on the regular salary payroll will be made on the next working day.
- F. Each employee shall be assigned a job classification and placed on the appropriate level of Salary Schedule.
- G. For the purpose of this Article, "work related experience" shall be defined as previous employment experience which can be directly associated with the duties and responsibilities as outlined in the job description for the job classification of new employees.
- H. **Paid Accumulated Sick Leave**
  - 1. The School Board shall provide accumulated sick leave pay for accumulated sick leave to a member of the classified staff at normal retirement or to his/her beneficiary if service is terminated by death.
  - 2. "Normal retirement" shall mean retirement under any plan established by the legislature with either full or reduced benefits as provided by Law. "Normal Retirement" shall not be interpreted to include disability retirement.
  - 3. Paid Accumulated Sick Leave pay - Personnel of this Board shall be eligible to receive accumulated sick leave pay at normal retirement, or termination of participation in the Division of Retirement Deferred Retirement Option Plan (DROP) or to his/her beneficiary if service is terminated by death, as follows:
    - a. During the first three (3) years of service the daily rate of pay multiplied by 35 percent times the number of days of

accumulated sick leave.

- b.** During the next three (3) years of service the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
- c.** During the next three (3) years of service the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
- d.** During and after the next three (3) years of service the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave
- e.** During and after the 13th year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.
- f.** Effective July 1, 1995, terminal pay accrued will be paid upon retirement, or termination of participation in the Division of Retirement Deferred Retirement Option Plan (DROP), or death at the daily rate at which the days were earned. All days prior to July 1, 1995, will be paid using the 1994-95 salary schedule. The least recent days earned shall be the first to be used for leave. Sick leave transferred from another Florida district may not exceed fifty (50) days effective with employees hired on or after July 1, 1995. Such days will be allowed for leave pay purposes only and shall not be accrued for terminal leave pay purposes. Employees who anticipate normal retirement should notify the finance office of their intention by August 31 of the fiscal year in which they wish to retire in order to receive terminal pay by the end of that fiscal year, June 30. Failure to notify of this intention by August 31 will result in terminal benefits being paid by January 31 of the following year. A separate account for the purpose of underwriting the terminal pay benefit will be established.
- g.** Bargaining unit employees will automatically be enrolled in a 401(a) qualified retirement plan for terminal sick leave pay upon their retirement or participation in **DROP**. Effective January 1, 2009, eligible FRS Investment Plan employees may enroll in a 401(a) qualified retirement plan for terminal sick leave pay upon their submission of an Irrevocable

Bd Apprvd 5/5/09

Letter of Resignation Agreement (Appendix 6).

## **ARTICLE XXVIII      TERM AND CONDITIONS OF AGREEMENT**

This Agreement shall be effective as of July 1, 2011, and shall continue in effect through June 30, 2014, and shall supersede any contract presently in force. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Both parties agree that negotiations of a successor Agreement shall begin at least sixty (60) calendar days prior to the termination date of this Agreement, but no sooner than ninety (90) days prior to the termination date. However, either party may, by providing notice to the other party, meet to discuss items each year within the term of the contract. Any item or Article of this contract may be reopened to negotiations and/or discussion upon mutual agreement of both parties.

The parties agree to operate under a collaborative bargaining process and to discuss items proposed by both parties.

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 be automatically modified by mutual Agreement of the parties to the extent that it violates the laws, but the remaining provisions, shall remain in full force for the duration of the Agreement.

**ARTICLE XXIX      SICK LEAVE BANK**

**A.      Committee:**

A Sick Leave Bank shall be established for participating support personnel. Such bank shall be coordinated by a committee composed of three (3) persons selected by the Association, which shall adhere to all rules, laws and regulations in effect and with the terms of this contract as ratified or amended.

**B.      Membership:**

Any full-time support employee who has been employed a minimum of one (1) year in Sumter County and who has an accumulation of a minimum of five (5) days of sick leave on record shall be eligible for membership in the bank. Such membership and participation shall, at all times, be voluntary. Each participating employee shall contribute one (1) day of earned sick leave during the first semester of the 2002-03 school year. This day shall not be returned to the employee unless the bank fails to come into existence in accordance with the following rules. No further contributions in the bank shall be necessary except as provided below for the replacement of the bank. Thereafter, employees may enroll in the Bank during the first ten working days of each semester.

**C.      Procedures and Audit:**

The Sick Leave Bank committee shall consult with and comply with procedures developed by the Finance Department regarding the identifying and recording of contributions. Such record keeping and procedures shall be audited by this Department to ensure compliance with regulations.

**D.      Bank Rules:**

1. The Sick Leave Bank shall have a minimum of eighty (80) days on deposit before being activated. At no time shall the balance of days on deposit fall below zero (0).

2. In the event the balance of days on deposit falls below twenty (20) days during a school year, all participating members shall contribute one (1) additional day in order to replenish the bank to the level established to D(1) above to reactivation. The bank can only be replenished 2 times per school year. Any employee not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The one day contributed under this section D(2) shall not be returned to the employee unless the bank fails to be reactivated.
3. Use and Application
  - a. Sick leave drawn from the bank by participating members must be used for said members' catastrophic personal injury or illness.
  - b. No member shall be eligible to use the bank until s/he has exhausted all accumulated sick leave on record.
  - c. Any member wishing to use the bank must have been a member of the bank for at least thirty (30) working days before contraction of the catastrophic illness or injury unless waived in the case of extreme emergency by the committee. In addition, the member must have been absent from duty for a minimum of fifteen (15) consecutive workdays.
  - d. No member shall be eligible to draw more than sixty (60) workdays from the bank during any school year, with no more than thirty (30) days awarded at a time.
  - e. Any member applying for days from the Sick Leave Bank must file an application with the committee. (See form attached in Appendix 4) This application must be accompanied by a doctor's statement certifying the illness or injury and the necessity for the extended leave. (See form attached in Appendix 5) The member must certify in the application the date leave began, the date leave will be exhausted, and the dates for which days from the sick leave bank are requested. The committee reserves the

right to request a second medical opinion at the cost of the applicant. The committee will consider all pertinent documents and render a decision by a 2/3 vote. That decision is final. The committee shall forward the request with its decision concerning approval to the Finance Department.

- e. No member shall be permitted to use the sick leave bank if s/he is on leave due to injury or illness-in-the-line-of-duty, drawing workers' compensation, or receiving any other lost-wages compensation.

#### 4. Abuse

Suspected abuse will be investigated as directed by the School Board. If a member is found to have abused the use of the Sick Leave Bank, s/he shall repay the costs incurred to the Board and be subject to such other disciplinary action as determined by the School Board.

#### 5. Withdrawal from Sick Leave Bank

Employees wishing to withdraw membership in the bank shall not have their contributed sick leave days returned. Hold Harmless – the Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting these procedures for support personnel.



**STEP II**

**A.** Date Received by Superintendent or Designee: \_\_\_\_\_

**B.** Disposition of Superintendent or Designee: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**C.** Position of Grievant and/or Association: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**STEP IV**

**A.** Date Submitted to Arbitration: \_\_\_\_\_

**B.** Disposition & Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTE:** *All provisions of Article \_\_\_\_\_ of the Agreement date \_\_\_\_\_, 19\_\_\_\_\_, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.*



## **APPENDIX 3 CLASSIFIED SALARY SCHEDULE**

### *SALARY SCHEDULE INFORMATION*

#### **Experience:**

To qualify for experience an employee must:

1. Be hired prior to January 15 of a fiscal year.
2. Work one day more than half of days required in particular position.

Experience outside of the county shall be granted for:

1. Each full year of related/similar experience earned in any public school system or regionally accredited private school.
2. Each full year of related experience in a skilled position not in a public school system.
3. Experience, to include self-employment, must be documented and if approved shall be applied to salary schedule.

Military Service:

1. One full year of military service shall be counted for one year of service, for the purpose of the salary schedule, up to four (4) years. In no case shall it be counted as both related experience and military experience.

#### **Increments:**

Increments will be paid for experience as negotiated.

#### **Assignment of Pay Grade:**

- A. Pay grades shall be established for all permanent classified positions.
  1. Entry level for all classified employees shall be at Pay Grade 3. Current employees moving from one job classification shall begin the new job classification at pay grade 3 with their years of experience.
  2. When an employee has successfully completed three (3) years of employment in Pay Grade 3 within one job classification with satisfactory evaluations, he/she shall move to Pay Grade 2.

3. An employee shall move to Pay Grade 1 when he/she has completed a minimum of three (3) years in Pay Grade 2 within the job classification with satisfactory evaluations.

B. If the district requires personnel to obtain a CDA credential, the district will provide training costs for initial certification.

Bd. Appd. 11/6/07 C. CDA Aide Increment - Aides in pre-kindergarten classroom who hold a Child Development Associate credential will receive a 30 cent per hour CDA aide increment added to their regular hourly rate effective with the 2007-08 school year.

Bd. Appd. 11/6/07 D. Certified Nursing Assistant (CNA) Instructional Paraprofessional Increment – Paraprofessionals who hold a current certificate as a CNA will receive a 30 cent per hour CNA increment added to their regular hourly rate effective with SY 2007-2008.

E. Paraprofessional Increment – Paraprofessionals who are required to meet the No Child Left Behind (NCLB) specified educational level will receive a 10 cent per hour paraprofessional increment added to their regular hourly rate effective beginning the semester following documentation of the required level of performance on the district adopted assessment instrument or college credits meeting the educational requirement.

F. Employees who have completed twenty (20) years of service in the Sumter County school system will be eligible for a fifty (50) cents per hour increment. Employees in their nineteenth (19<sup>th</sup>) year of service in Sumter County must apply for the increment by June 30 of that year in order for it to be paid the first pay date following the completion of their twentieth (20<sup>th</sup>) year. This provision will be effective July 1, 2009.

Bd Apprvd 5/5/09

**Stipend** - Effective January 1, 2009, the stipend rate shall be the prevailing minimum wage.

**Travel** - When approved by the Superintendent, employee travel in their own vehicle may be paid in accordance with the rules established by law, School Board Policy, and State Board Regulations.

**Summer School Employees** - Classified employees who perform services in the summer, an extension of the 180 day school program, shall be paid on the basis of

the Salary Schedule for that school year.

Bd. Appd. 3/18/08

**Extra Bus Trips Pay** - The rate of pay for bus drivers who are assigned an extra bus trip for pay shall be paid according to the following schedule: \$8.00 per hour, based on .25 hour increments for time behind the wheel, \$8.00 per hour, based on .25 hour increments for standby time plus per diem for over night trips. If, however, the driver is required to miss either his/her regular morning or afternoon run in order to drive an extra trip, the driver will be paid at his/her hourly rate for their regular route time and any additional driving time, if any, will be paid at the \$8.00 per hour rate and any standby time at the \$8.00 per hour rate. Payment shall be received from the District Office and all deductions, including IRS and Social Security shall be withheld as required by State and Federal Law and Rules. The SCESP and management shall jointly explore ways of securing tickets to destination entrance.

**Overtime Pay or Compensatory Time** - Employees who are directed by their immediate supervisor may be required to work more than forty (40) hours per week in cases of emergency. A work week is defined as beginning at 12:01 a.m. Wednesday through Tuesday at 12:00 midnight at the following week with the normal work days being Monday through Friday. In the event employees are required to work more than forty (40) hours in a work week, the rate of pay or compensatory time for hours over forty (40) shall be computed at 1 1/2 times regular rate. Prior to commencing overtime work, the employee must have written authorization from the immediate supervisor. Compensatory pay shall be awarded at the discretion of the supervisor.

**Helper Reclassification** - Following completion of one year with satisfactory evaluation and verification of competencies by the supervisor, a helper will be advanced to the semi-skilled job classification, pay grade 3. This procedure does not apply to the career ladder helpers.

## **CLASSIFIED EMPLOYEE SALARY SCHEDULE**

*SEE ATTACHED SHEETS*

### **Salary Schedule Notes:**

- 1). The number of days worked as well as the hours daily shall be determined by the Board for each position established.
- 2). The increment will be calculated as an annualized increment.
- 3). The parties agree to explore the possibility of collapsing steps on the salary schedule.

**Incentive Increment** – Employees who attend and complete job related courses or training programs shall receive a 10 cents per hour incentive increment added to their hourly rate. The incentive increment will be paid upon submission of proof for satisfactory completion of said course. A maximum of ten (10) incentive increments will be allowed per lifetime.

Courses should generally reflect a minimum of forty (40) hours of job related training acquired on the employees' off-job time. All courses to be used for incentive increment purposes must be pre-approved as eligible training by a Committee composed of the President of the Sumter County Essential Support Personnel (SCESP), the Staff Development Administrator and a non-instructional supervisor to be appointed by the Superintendent, and not submitted for increment approval. The Committee shall meet once a month to review applications (application form - Appendix 8), or less frequently, as proposed training dates require. The increment will become effective on July 1 or January 1, whichever is first, following completion of training. Only training acquired after employment will be eligible for the incentive increment.

Bd Apprvd 5/5/09

**Study Committee** – The parties agree to establish a certification committee if requested by either party. The committee will collect data, develop guidelines and recommend appropriate compensation for employees who hold job related certifications, making recommendations to the bargaining team for consideration.

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**Appendix 6 Irrevocable Letter of Resignation Agreement**

**Sumter County School Board  
Irrevocable Letter of Resignation Agreement  
(For FRS Investment Plan Employees Only)**

As an FRS Investment Plan employee, I am entering into this agreement with the Sumter County School Board for the purpose of resigning/retiring effective \_\_\_\_\_, and establishing a date of eligibility for participating in the Bencor 401(a) qualified retirement plan effective \_\_\_\_\_.

I understand that I must meet eligibility requirements to receive terminal pay in accordance with Board policy 6.912.

I agree to comply with the procedures set forth in the Board policy relating to the 401(a) plan, if I am eligible to participate in this program.

It is understood and agreed that my election to resign and retire from the Sumter County School Board is purely voluntary on my part and is given in consideration of the concurrent commitments of the Board as may relate to me under the 401(a) qualified retirement plan.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

State of Florida, County of \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared before me the above named person, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

SEAL

\_\_\_\_\_  
Notary Public

Approved by the Sumter County School Board on \_\_\_\_\_.

**SCHOOL BOARD  
OF  
SUMTER COUNTY**

**SUMTER COUNTY  
ESSENTIAL  
SUPPORT PERSONNEL**

/s/  
Chief Negotiator

/s/  
Chief Negotiator

/s/  
Chairman of the Board

/s/  
President

/s/  
Superintendent of Schools

\_\_\_\_\_  
Date of Ratification

\_\_\_\_\_  
Date of Ratification