7-1-1978

Dade County School Board and American Federation of State, County and Municipal Employees, Local 1363 (1978)

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Dade County School Board and American Federation of State, County and Municipal Employees, Local 1363 (1978)

Location
Dade Co., FL

Effective Date
7-1-1978

Expiration Date
6-30-1982

Employer
School Board of Dade County

Union
American Federation of State, County and Municipal Employees

Union Local
1363

NAICS
61

Sector
Local government

Item ID
6178-008b189f006_01

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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AGREEMENT BETWEEN
Dade County
Public Schools
AND
American Federation
of State, County and
Municipal Employees
EFFECTIVE THROUGH JUNE 30, 1982
THE SCHOOL BOARD OF DADE COUNTY, FLORIDA

Mr. Paul L. Cejas, Chairman
Mrs. Ethel Beckham, Vice-Chairman
Mr. G. Holmes Braddock
Ms. Joyce Knox
Dr. Michael Krop
Mrs. Janet R. McAlilley
Mr. Robert Renick

SCHOOL BOARD ATTORNEY
Mr. Frank A. Howard

SUPERINTENDENT OF SCHOOLS
Dr. Leonard M. Britton

OFFICE OF LEGISLATIVE AND LABOR RELATIONS

Thomas A. Cerra
Assistant Superintendent

Dr. Frank R. Petruzello
Executive Director

Armando J. Sanchez
Director
DADE COUNTY PUBLIC SCHOOLS BARGAINING TEAM

Thomas A. Cerra
Chief Negotiator

Dr. Frank R. Petruzello, Executive Director
Office of Legislative and Labor Relations

Armando J. Sanchez, Director
Office of Legislative and Labor Relations

Elizabeth Collins, Executive Director
Office of Personnel

Rodolfo Mestre, Director
Department of Non-Instructional Personnel

Arthur Schmagel, Director
Department of Maintenance and Operations

Ramon Torres, Director
Department of Transportation

Maggie Manrara, Director
Department of Management Audits

Dr. Terence Carner, Principal
Arvida Junior High School

Dr. Michael Sullivan, Principal
Poinciana Park Elementary School

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES BARGAINING TEAM
LOCAL 1363

Bert Fisher
President

Edward Mitchell
Edward Czarneski
Elinor Hobbs
Edwina Lazo
Joe Lee
Barbara Partisky
Jose Ustiak
# Table of Contents

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>1</td>
</tr>
<tr>
<td>III</td>
<td>2</td>
</tr>
<tr>
<td>IV</td>
<td>3</td>
</tr>
<tr>
<td>V</td>
<td>4</td>
</tr>
<tr>
<td>VI</td>
<td>6</td>
</tr>
<tr>
<td>VII</td>
<td>8</td>
</tr>
<tr>
<td>VIII</td>
<td>10</td>
</tr>
<tr>
<td>IX</td>
<td>12</td>
</tr>
<tr>
<td>X</td>
<td>14</td>
</tr>
<tr>
<td>XI</td>
<td>16</td>
</tr>
<tr>
<td>XII</td>
<td>17</td>
</tr>
<tr>
<td>XIII</td>
<td>19</td>
</tr>
<tr>
<td>XIV</td>
<td>21</td>
</tr>
<tr>
<td>XV</td>
<td>22</td>
</tr>
<tr>
<td>XVI</td>
<td>27</td>
</tr>
<tr>
<td>XVII</td>
<td>28</td>
</tr>
<tr>
<td>XVIII</td>
<td>29</td>
</tr>
<tr>
<td>XIX</td>
<td>30</td>
</tr>
<tr>
<td>XX</td>
<td>30</td>
</tr>
<tr>
<td>XXI</td>
<td>31</td>
</tr>
<tr>
<td>XXII</td>
<td>33</td>
</tr>
<tr>
<td>XXIII</td>
<td>33</td>
</tr>
<tr>
<td>XXIV</td>
<td>33</td>
</tr>
<tr>
<td>XXV</td>
<td>34</td>
</tr>
<tr>
<td>APPENDIX</td>
<td>35-A</td>
</tr>
</tbody>
</table>

## Appendix

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>36</td>
</tr>
<tr>
<td>II</td>
<td>37</td>
</tr>
<tr>
<td>III</td>
<td>42</td>
</tr>
<tr>
<td>IV</td>
<td>50</td>
</tr>
</tbody>
</table>
ARTICLE I — PREAMBLE

Section 1. Meeting the educational needs of the children, youth and adults of Dade County requires the full and effective, cooperative effort of all members of the staff of the Dade County Public Schools.

Section 2. The School Board of Dade County, hereinafter called School Board, and the American Federation of State, County and Municipal Employees, Local 1363, hereinafter called AFSCME, recognize and declare that quality service is necessary to provide a quality education for the children of DCPS which is their aim, and it is the intent and purpose of the parties hereto that this agreement shall promote and insure a spirit of confidence and cooperation between the School Board and its employees.

Section 3. The School Board and the Superintendent of Schools have the constitutional and statutory authority, respectively, for the operation of DCPS in addressing the educational needs of DCPS.

Section 4. It is the purpose of this agreement to provide, where not otherwise mandated by Constitution, Statute or the DCPS Rules Book, for the salary structure, fringe benefits and employment conditions of the employees covered by this agreement, to prevent interruption of work and interference with the efficient operation of the DCPS system and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences, and the promotion of harmonious relations between the School Board and AFSCME.

ARTICLE II — RECOGNITION

Section 1. Pursuant to the action of the School Board on December 11, 1974, and pursuant to the order of PERC 8H-RA-744-2005, dated February 14, 1975, the School Board recognizes AFSCME, Local 1363, as the sole and exclusive representative of the employees within the bargaining unit covered by this agreement for the purpose of collective bargaining in respect to wages, hours of employment and other conditions and terms of employment of the School Board employees fully described in Appendix I.

Section 2. Any position created, or any change in title of any position shall not result in such position being excluded from the AFSCME unit except in the instance such position is designated by the School Board or the Superintendent of Schools to be managerial or confidential within the meaning of PERA. If such a designation is made, the position shall be excluded from the AFSCME unit until such time as the designation of the School Board or the Superintendent is reversed by PERC.

Section 3. The provisions of this contract are not to be interpreted in any way or manner to change, amend, modify or in any other way to delimit the exclusive authority of the School Board and the Superintendent for the management of the total school system and any part of
the school system. It is expressly understood and agreed that all rights and responsibilities of the School Board and Superintendent as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, state regulations, and School Board rules, shall continue to be exercised exclusively by the School Board and the Superintendent without prior notice or negotiations with AFSCME except as specifically and explicitly provided for by the stated terms of this contract. Such rights thus reserved exclusively to the School Board and the Superintendent by way of limitation, include the following: (1) selection and promotion of employees, (2) separation, suspension, dismissal, and termination of employees for just cause, (3) the designation of the organizational structure of the DCPS and the lines of administrative authority of DCPS.

It is understood and agreed that management possesses the sole right, duty and responsibility for operation of the schools and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the agreement. These rights include, but are not limited to, the following:

Discipline or discharge of any employee for just cause,
Direct the work force,
Hire, assign and transfer employees,
Determine the missions of the Board agencies,
Determine the methods, means, number of personnel needed or desirable for carrying out the Board’s missions,
Introduce new or improved methods or facilities,
Change existing methods or facilities,
Relieve employees because of lack of work,
Contract out for goods or services, and
Such other rights, normally consistent with management’s duty and responsibility for operation of the Board’s services, provided, however, that the exercise of such rights does not preclude the Union from conferring about the practical consequences that decision may have on terms and conditions of employment.

ARTICLE III — AGREEMENT

Section 1. AFSCME hereby agrees on behalf of its members and all employees of the unit it is certified to represent that it shall not authorize, initiate, nor participate in a strike against the employer.

In addition, it agrees that neither it nor its members or employees of its certified unit shall support in any manner a strike against the employer by any other union or group of employees.

For the purposes of the Article, "strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of
employment with a public employer, for the purpose of inducing, influ­
encing, condoning or coercing a change in the terms and conditions of
employment or the rights, privileges, or obligations of public employ-
ment or participating in a deliberate and concerted course of conduct
which adversely affects the services of the public employer, the con­
certed failure to report to work after the expiration of a collective
bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. Violation of this Article shall result, in addition to the
penalties provided in Chapter 74-100, FS §447.019, in action by the
employer to immediately seek action from the Florida Public Employees
Relations Commission to:

a. revoke certification of AFSCME as the bargaining
agent of the unit,
b. revoke the privilege of payroll dues deduction,
c. seek the maximum fines permitted by law with the intent
that such fines would be used by the employer to
replace those services denied the public as a result of
the strike.

In addition, the employer shall treat violation of Article III as a breach
of contract, with the effect that all organizational rights and privileges
accorded AFSCME shall be suspended and revoked. However, it is
agreed by the Board that AFSCME shall not be responsible for any act
alleged to constitute a breach of this article if AFSCME can show that it
did not instigate, authorize, condone, sanction or ratify such action
and further that it has used reasonable means to prevent or terminate
such action by its members.

ARTICLE IV — SERVICE TO AFSCME

Section 1. The Board agrees to furnish AFSCME, at least once a year,
a copy of the names, addresses, classification titles, social security
numbers, employee numbers and work location codes of all employees in
the unit.

The Board agrees to notify AFSCME at least thirty (30) days in advance
of any public hearing in which personnel matters, relative to the unit,
are to be the subject of discussion.

Leaves of absence, with pay, shall be granted to those employees
designated by AFSCME to attend Union functions. The total amount of
time granted, to all employees cumulatively, seeking leaves under this
provision shall not exceed twenty-five (25) working days in any contract
year.

Section 2. The Board agrees to continue to provide AFSCME with the
following documents and publications: (One copy unless otherwise
Indicated)

School Board agendas
School Board minutes
Examination announcements
Section 3. Contract Distribution

The negotiated contract between AFSCME and DCPS shall be distributed to all members of the Bargaining Unit, production and costs to be borne by the employer.

ARTICLE V — DEFINITIONS

Terms used in this agreement shall be defined as follows:

Section 1. School Board — The School Board of Dade County, the duly elected board established under Section 230.03(2) which has the responsibility for the organization and control of the public schools of Dade County.

Section 2. AFSCME — The American Federation of State, County and Municipal Employees, Local 1363, (AFSCME) which has been granted the right to represent exclusively the members of the bargaining unit.

Section 3. Contract — The document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

Section 4. Unit — That group of personnel, supervisory, and technical employees determined by the employer and AFSCME and approved by the Florida Public Employees Relations Commission to be appropriate for the purpose of collective bargaining. See Appendix I.

Section 5. Job Description — The written document describing the duties and responsibilities of the job.

Section 6. Work Location — The school center or other responsibility center location to which the employee is instructed to report to work by the administrative supervisor. For the employee in the Operations Department, it shall normally mean the school or building in which the employee is regularly employed. For the employee in the Maintenance Department, it shall normally mean the Maintenance Center to which the employee is assigned or other school or responsibility center as assigned. For the employee in the Stores and Distribution Department, Audio Visual Distribution and Mail Service Department, it shall mean the warehouse in which the employee is regularly employed. For the employee in the Transportation Department, it shall mean the terminal to which the employee is regularly assigned, or, if the driver is assigned a bus and route(s) and allowed to park the bus at the
driver's home, the work location shall be that geographical location of the first student bus stop on the first run, and the last student bus stop on the last run of the assigned route(s).

Section 7. Rules -- Rules established by the administration, under authority granted by state law and the county school board.

Section 8. Dade County Public Schools -- All public schools now existing or established in the future which lie wholly within the legally established boundaries for the county of Dade.

Section 9. Certification -- Refers to the designation by PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

Section 10. PERC -- Means the Public Employees Relations Commission created by Section 447.003, Florida Statutes.

Section 11. Exclusive Bargaining Agent -- The unit recognized by the public employer and certified by PERC as that designated or selected by a majority of public employees as their representative for purposes of collective bargaining.

Section 12. Superintendent -- The secretary and executive officer of the Dade County School Board who is responsible for the administration of the schools and for supervision of instruction in the Dade County Schools.

Section 13. State Regulations -- That body of regulations adopted by the Department of Education of the State of Florida to clarify and implement state statutes which relate to education in the state of Florida.

Section 14. Administrative Directives -- That body of administrative directives adopted by the administration to implement Board rules.

Section 15. Established Practice -- A practice which has gained general acceptance through use.

Section 16. Collective Bargaining -- The performance of the mutual obligations of the 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 the determination of the wages, hours of work and terms and conditions of employment.

Section 17. Working Hours -- Those specified hours when employees are expected to be present and performing assigned duties. This includes any break period.

Section 18. Work Day -- The total number of hours an employee is expected to be present and performing assigned duties.

Section 19. Emergency -- Any situation which is not routine or generally anticipated.
Section 20. Job Classification — The trade or classification in which the employee is currently assigned.

Section 21. Fiscal Year — July 1 of the year through June 30 of the following year.

Section 22. Strike — The concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstention in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 23. Division — The administrative unit to which departments and sections are administratively responsible.

Section 24. Department — The operational units within the division.

Section 25. Sections — The subdivision of operational units within the department.

Section 26. Seniority — The length of continuous service in any job in the bargaining unit.

Section 27. Unauthorized Absence — Any absence without pay which has not been requested and approved in writing at least five (5) days in advance. Unauthorized absences reported by the Maintenance Department's recorded telephone call-in service which cannot be covered by available sick, personal, or vacation/sick leave accruals will be charged as unauthorized absences and may result in disciplinary action in accordance with Article XII.

Section 28. Approved Personal Leave Without Pay — Any leave of absence without pay, not to exceed thirty (30) days, granted to full-time regular employees of the Dade County Public School System, which has been requested in writing by the employee at least five (5) days prior to the date of the requested leave, and approved in writing by the Superintendent or his designee. Personal leave without pay may not be used until all authorized vacations and personal leave have been used.

ARTICLE VI -- GENERAL PROVISIONS

Section 1. Non-Discrimination

a. The school board and the union agree that the provisions of the Contract shall be applied equally to all employees and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.
b. The school board agrees not to interfere with the rights of employees to become members of the union. There shall be no discrimination by the school board or any of its representatives, i.e., superintendent or administrative staff, against any employee activity permissible under law or this contract in an official capacity on behalf of the union, or for any other cause.

Section 2. In recognition of the obligation of AFSCME to properly represent the interest of all employees in the unit, AFSCME agrees:

a. to make equally available the opportunity of becoming a member of AFSCME to all members of the unit subject to the bylaws of the Union.

b. to represent fully and provide all rights pursuant to Florida Statutes.

Section 3. AFSCME agrees that in the event of a change in its bylaws, the Superintendent shall receive a written copy.

The Superintendent agrees to notify AFSCME of any proposed amendment or change in any rule, policy, law or statute that will affect in any way the employment conditions of the employees in this unit.

Section 4. Simultaneously with the mailing to members, AFSCME agrees to provide each Board member, the Superintendent, the Assistant Superintendent for Legislative and Labor Relations, members of the administrative staff and members of the administrative cabinet with copies of all communications directed to its general membership, the organization newspapers, special bulletins issued by the organization and policy positions adopted by the organization.

Section 5. Representatives of AFSCME will be provided opportunity to appear before the School Board in public hearings on matters not covered by this contract in accordance with the procedures set forth in Board Rules 6C13-9342 and 6C13-9350.

Section 6. The president of AFSCME Local 1363, or his designee, and the Assistant Superintendent for Personnel and/or Labor Relations, or their designees, may meet and confer on matters of mutual interest and concern that are outside the provisions of this contract. Such meetings may be initiated at the request of either group and are to be arranged at mutually agreeable times.

Section 7. Opportunity will be provided for the president of AFSCME Local 1363, and the Assistant Superintendent for Labor Relations to meet periodically at mutually agreeable times to plan effective procedures for implementation of this contract, the arrangements for such meetings to be initiated by either party.

Section 8. Opportunity will be provided for the designated representatives of AFSCME Local 1363, and each Area Superintendent or his designated representative to meet periodically at mutually agreeable times on matters of mutual interest and concern, outside the terms of this contract, meetings to be initiated by either party.
Section 9. Members of the unit will have opportunity to process complaints and grievances under the terms of this contract in accordance with procedures set forth in Article VII.

Section 10. Members of the unit will promptly and effectively administer all terms and conditions of collective bargaining contracts with other employee organizations signed by the Superintendent and, as required by law, approved by the School Board.

ARTICLE VII — GRIEVANCE PROCEDURE

Section 1. Purpose

It is recognized that complaints and grievances may arise between the bargaining agent and the employer or between the employer and any one or more employees concerning the application or interpretation of the terms and conditions of employment as defined in this agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt and equitable manner so that the efficiency of DCPS may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees and the bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his standing with the employer.

Section 2. Definitions

a. Grievance — Formal allegation by an employee(s) and/or the bargaining agent that there has been a violation, misinterpretation, misapplication of any of the terms and conditions of employment set forth in this agreement.

b. Aggrieved Employee(s) — Employee(s) filing the grievance.

c. Immediate Supervisor — The administrative officer immediately superior to the foreman or general foreman in a given trade.

d. Supervising Administrator — The individual having immediate administrative authority over the aggrieved employee(s).

e. Immediate Superintendent — That Assistant, Associate or Area Superintendent having immediate administrative authority over the supervising administrator.

Section 3. Procedures

STEP I — The aggrieved employee with or without the Union Steward shall discuss the grievance or dispute with the supervising administrator within five (5) working days of the occurrence or knowledge giving rise to the grievance.

If after discussion with the supervising administrator, the grievance has not been resolved, the grievance shall be offered, in writing within ten (10) working days, to the supervising administrator, who will have
five (5) days to reconsider or notify the Union that the initial decision on the grievance shall stand. The grievance shall be on the proper form for this step.

**STEP II** — If the grievance or dispute has not been satisfactorily resolved in Step I, the Union Steward and/or the aggrieved employee and the Union Representative may appeal the grievance to the Immediate superintendent within ten (10) working days after the supervising administrator's response is due. The immediate superintendent shall respond, in writing, within ten (10) working days. The grievance shall be on the proper form for this step.

**STEP III** — If the grievance has not been satisfactorily resolved in Step II, hereof, the employee may submit the grievance to the Associate Superintendent, Bureau of Business Management within ten (10) working days after the immediate superintendent's response is due. The Associate Superintendent, Bureau of Business Management shall respond within ten (10) working days. The grievance shall be on the proper form for this step.

Failure to observe the time limits for submission of a grievance, at any step, will automatically result in the grievance being considered abandoned. Failure to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.

The parties acknowledge that as a principle of interpretation, employees are obligated to work as directed while grievances are pending.

All responses required in Step II and III above, shall be directed to the employee with a copy furnished to the Union.

It is understood and agreed by the employer, members of the unit, and the bargaining agent, that the resolution of complaints which are grievable or litigable shall be pursued through the grievance procedure until such remedy is exhausted.

It is further understood and agreed that the aggrieved employee(s) shall be granted released time to attend formal proceedings, as described herein, which are held during working hours. Additional employee witnesses who may be needed to insure a full hearing on the merit of the issues shall be given released time provided the agent of DCPS and AFSCME mutually agree on the number of representatives.

**Section 4. Arbitration**

If the decision of the Associate Superintendent for Business Management has not satisfactorily resolved the grievance, AFSCME may request arbitration, in writing, to the Assistant Superintendent for Legislative and Labor Relations, no later than fifteen (15) working days after the rendering of the decision, or the expiration of the time limit for rendering of the decision by the Associate Superintendent for Business Management. Upon receipt of request for arbitration and no event later than fifteen (15) working days, the Assistant Superintendent for Legislative and Labor Relations shall set in motion the necessary machinery to expedite an early hearing by the arbitrator.
At the Arbitration Hearing, the aggrieved employee shall be accompanied by the AFSCME representative and such additional non-employee union representatives as shall be approved by the arbitrator. The arbitrator shall render his decision no later than thirty (30) days after the conclusion of the final hearing. Such decision shall be final and binding and made in accordance with the jurisdictional authority under this agreement. Copies of the award shall be furnished to both parties.

**SELECTION:**
The arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the rules established by the American Arbitration Association or the Federal Mediation Conciliation Service.

**POWERS:**
The Arbitration Award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The arbitrator shall limit his decision to the application and interpretation of this agreement and the arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this agreement. The costs of the services of the arbitrator shall be shared equally by both parties to this agreement.

Suspension, dismissals and reduction in grade are not arbitrable.

**Section 5. Letter of Inquiry**
Either the immediate superintendent or bargaining agent may send a letter of inquiry on stipulated letter of inquiry form, to the Assistant Superintendent for Legislative and Labor Relations for the purpose of seeking a clarification of a Dade County Public Schools rule, state law and/or terms and conditions of employment as set forth in this agreement.

**ARTICLE VIII — UNION REPRESENTATIVES, MEETINGS AND MATTERS**

**Section 1. Union Representatives**
AFSCME has the right to select employees from within the bargaining unit, as herein defined, to act as union stewards. The names of employees selected shall be certified, in writing, to the Assistant Superintendent for Employee Relations of the Board by AFSCME. It is agreed to and understood by the parties to this agreement, that union stewards may, without loss of pay, with prior approval of their supervisor, process grievances. The supervisor's approval shall not be unreasonably withheld. It is agreed to and understood by AFSCME that union stewards shall process grievances in such a manner as not to disrupt normal Board activities and services.
AFSCME Representatives, i.e., non-employee AFSCME business representatives, shall be certified, in writing, to the Assistant Superintendent for Legislative and Labor Relations for the Board by AFSCME. AFSCME agrees that activities by the union representative shall be carried out in such a fashion as not to interfere with normal work production. Non-employee business representatives shall not contact employees, including union stewards, during regular working hours without the approval of the applicable department head or principal and such approval shall not be unreasonably withheld.

Any time spent during regular work hours processing grievances or participating in School Board business as a representative of the bargaining unit away from the steward’s work location shall be recorded by out and in time card entries, and initialed by the steward’s immediate supervisor. No DCPS vehicle shall be used in the aforementioned type activities, and any travel for this purpose shall be at the expense of the employee, the steward, and/or AFSCME.

Section 2. Employee’s Council

There shall be an Employee’s Council formed within the Business Services Division affected by this agreement. Said council shall consist of members designated by AFSCME and of members designated by the Assistant Superintendent of the affected Division. The Union membership of such council shall consist of persons from within the position classifications covered by this agreement and the management members shall consist of persons within the affected Division, but outside of the bargaining unit, as herein defined.

The Division Employee’s Council shall meet on a quarterly basis or at other times by mutual consent. These meetings shall be held without loss of pay. The purpose of these meetings will be to discuss with employees, problems and objectives of mutual concern not involving grievances or matters which have been the subject of collective bargaining between the parties.

The composition of the Division Employee’s Council shall consist of not more than six (6) members designated by the Union and not more than three (3) members designated by the Assistant Superintendent of the Division. Five (5) employees will be permitted released time to participate in negotiations. The Union shall notify the Board in writing five (5) days in advance of a change in stewards or business representatives.

Section 3. Bulletin Boards and Mail Boxes

The Board will furnish AFSCME with sufficient bulletin board space at each work location where employees of this unit work.

It is intended for purposes of interpretation that the bulletin boards shall be provided primarily for employee information and internal communications.
In those situations where employees have been assigned mail boxes, the mail boxes assigned to employees of this unit may be used for distribution of AFSCME literature. The Board agrees not to destroy or discard the Union current literature contained in mail boxes or posted on bulletin boards.

Section 4. Union Activities at Work Location

No employee shall be reproached for wearing pins or other identification of membership in the Union.

Section 5. Parking Privileges

The Board shall issue two (2) permits to the Union for parking in lots adjacent to or near the Dade County Public Schools Administration Building.

Section 6. AFSCME will have the opportunity to make a presentation at group orientation sessions for employees.

ARTICLE IX -- WORKING CONDITIONS

Section 1. Work Scheduling

A. The standard number of working hours during any standard work week will normally be forty (40) hours except as noted in Appendix III.

B. The normal work week shall consist of no more than five (5) consecutive days of work at the regular rate of pay.

C. Employees shall be entitled to two (2) days off at the completion of the standard work week.

D. Where weekend work is a practice, the Board shall make every effort to rotate schedules to distribute weekend assignments equally.

E. Work schedules will not be altered by changing the number of hours per day to avoid the payment of overtime. Work schedules may be altered due to emergency conditions or factors beyond the Board control.

The right to utilize the four-day, ten-hour work schedule is expressly reserved to management and adoption of such schedule for any unit member shall not be considered an avoidance of overtime.

Such schedule shall be for four consecutive days. Wherever a ten-hour day schedule is adopted, the work day shall consist of ten (10) consecutive hours exclusive of the meal period.

This schedule change may be implemented by the Board after notification to the Union. Employees affected shall be given not less than two (2) weeks notice of the change in schedule.
F. Employees shall not be required to report to work prior to the established starting time nor be compelled to work beyond their scheduled workday unless they are compensated for such additional time.

Section 2. Emergency Work

When an emergency is declared by the Superintendent and employees are generally excused from work because of the emergency, those employees required to work during an emergency will receive one and one half times rate of pay (1-1/2) for any overtime worked.

Section 3. Temporary Full-time Employees

New employees hired as temporary full-time employees for the duration of a specific project or projects, shall be subject to the four (4) month probationary provision, and then considered as annual employees for the duration of their employment project. When a project continues into the next fiscal year, the continued employment of project employees is subject to the management decision to reappoint any or all such employees. Continued employment from one fiscal year to the next is not automatic. A management decision not to reappoint shall not be grievable or arbitrable. These employees will be entitled to all rights and benefits provided for in this agreement, except that termination due to expiration of the employment project shall not be subject to appeal. Every effort will be made to provide permanent full-time employment for these personnel. Personnel terminated due to project expiration will not retain any rights of rehiring, and may be rehired as temporary or permanent employees, without regard to length of employment or order of termination.

Section 4. Probationary Employees

New employees hired in the bargaining unit shall be considered probationary for the first four (4) months, thereafter, they shall be considered annual employees subject to annual reappointment.

During such probationary period employees may be terminated without recourse.

Section 5. "Acting" Appointments

In the event an employee is placed in a position of "acting" for a period of time that is over one (1) month, such employee shall be compensated at the in-hiring rate for the class to which they are acting, provided such rate is at least one (1) pay step higher than they are currently receiving and such rate shall not begin until the start of the next pay period. The employee shall revert to his previous rate of compensation upon termination of such "acting" status.

Section 6. Job Requirements

Subsequent to initial appointment the employer has the right to place additional employment requirements on any job classification. For those employees already on the job the costs of such additional requirements shall be borne by the employer. New employees shall assume costs of all eligibility requirements.
All employees, except for part-time hourly food service employees, shall be required to wear identification badges which will include the employee's name and a current picture prepared and provided by the Board.

Section 7. Overtime

It shall not be the general policy of the Board to have its employees work frequent or consistent overtime. However, when employees are directed to work overtime, in addition to their regular hours, aggregating more than a maximum of forty (40) hours per week, they shall be compensated as follows.

The rate of time and one-half (1-1/2) of the normal rate shall be paid for all hours in pay status per week over the regular weekly task assignment aggregating more than a maximum of forty (40) hours per work week.

An employee shall not have his regular work schedule changed to avoid the payment of overtime.

Employees called from home to work shall be guaranteed at least four (4) hours pay provided such work does not immediately precede or extend the employees regularly assigned work schedule. An employee required to work two (2) hours or more beyond the normal workday shall be allowed one-half (1/2) hours for meal time with pay. An employee required to work at least three (3) hours before normal starting time shall be allowed one-half (1/2) hour meal time with pay provided he completes his normal shift. If call back work immediately precedes the normal workday, the four (4) hour guarantee shall not apply.

Overtime shall not be paid more than once for the same hours worked. Giving consideration to the organizational subdivisions of the Board, assignments and shifts, the Superintendent shall attempt to distribute overtime among employees as equally as practicable. Overtime worked shall be reflected on the pay stub.

Section 8. Personal Life

The private and personal life of an employee, except for such incidents and occurrences which could lead to suspension and dismissal as provided by statute, shall not be within the appropriate concern of the Board.

Section 9. Training Programs

All employees may be required to participate in orientation, refresher, and/or leadership training courses provided by the Board.

ARTICLE X — TRANSFERS, LAYOFFS AND RE-EMPLOYMENT

Section 1. Transfers

A permanent employee seeking a transfer will request it in writing to the Assistant Superintendent for Personnel with a copy to his super-
visor. The employee will be referred for consideration for the next available opening. Pay status of the employee will not be a determining factor in acceptance or rejection of the transfer by the Board except if the position transfer is to a lower grade, the employee will receive a reduction in pay. Transferred employees will serve a normal probationary period in the new position and if their performance is not satisfactory, will be returned to their original work location if their original position has not been filled or a similar position is open. If not, the employee will receive consideration for the next available opening.

A permanent employee may request a transfer based on hardship. The Office of Personnel will give full consideration to effecting a transfer of an employee determined to have a hardship.

Section 2. Layoffs

Layoff defined, is the separation of an employee for lack of work or funds, without his/her fault or delinquency on the employee’s part. Employees shall be laid off in accordance with seniority, systemwide, in the job classification. The Board agrees to provide the Union with a list of the names of the employees being laid off and such notice shall be sent at the same time that it is issued to the employees so affected.

Employees to be laid off shall be notified, as soon as possible, after the decision for layoff has been made. In no event shall the Board give such employees less than twenty-one (21) calendar days notice.

Section 3. Bumping Procedures

The employer shall determine when a layoff is necessary and shall determine the positions to be eliminated or reduced. In the event of a layoff within a given job classification the following procedures shall be followed:

a. The employer will determine how many employees must be removed from the job classification;

b. The employer will remove employees from that job classification in reverse order of seniority, i.e., systemwide seniority in that job classification;

c. The employee(s) removed from their job by the procedure described in (b) above shall have the right to bump into lower ranking jobs in the same job family (as defined in Appendix IV) for which they are qualified by experience or training. An employee bumping down may replace an employee in a lower ranking position in the job family provided the lower ranking employee has less seniority in the job family. (Job family seniority is the accumulated service in job classifications in the job family.) Bumping may not be used to dislocate a lower ranking employee who has greater seniority in the job family than the employee bumping down.
d. An employee bumped from his position may exercise the bumping procedure described in (c) above to bump lower ranking employees.

e. If an employee does not have sufficient seniority to retain a job within his job family, he shall, his qualifications and experience permitting, be placed in accordance with one of the following provisions, in the following order:

1. To a vacancy in any other job family provided he has previously satisfactorily performed such job for DCPS;

2. At the Board's option, to a vacancy in any other job family for which he will be given training so as to be able to satisfactorily perform the duties.

Those employees who lack sufficient job-family seniority to retain a job within the job family and who cannot obtain a job under (e) above are the employees to be laid off.

Section 4. Recall and Re-employment Rights

In the event employees are laid off, re-employment lists shall be established for each job from which employees were laid off. Such lists shall remain in effect for 14 months from the date of layoff. Employees who are recalled to a job from the layoff list shall be called in inverse order of seniority by which they were laid off (i.e., the last to be laid off shall be the first to be recalled). Employees who have bumped down to a lower position, shall have all of the rights of an employee as if they were laid off; their names shall be placed on the layoff list and they shall be the first to be given the right of recall to their former position; refusal to accept a recall shall result in removal of their names from the recall lists for the job from which they bumped.

The employer shall notify an employee by certified mail, return receipt requested, of his/her recall. A laid off employee who is recalled shall accept or reject the recall within 3 working days and report within 10 working days after signing the receipt for the notice of recall; failure to so report, or notify the Board shall terminate all recall rights.

Where the recalled employee has moved and left no forwarding address, the recall rights shall terminate 3 days after the post-office attempted delivery.

Where an employee cannot accept a recall due to a just cause beyond the control of the employee, the union and management may, by mutual consent, permit the employee to remain on the recall list for a time to be determined by the parties but not to extend beyond expiration of the contractual recall rights.

ARTICLE XI — CLASSIFICATION APPEAL

Section 1. Whenever an employee has just cause to question a classification, the employee may apply for a review of the classification in writing to the immediate supervisor, using the proper form.
Such request, commented upon by the supervising administrator, shall be forwarded to the Personnel Division by the employee’s Department, within fifteen (15) working days of receipt of request.

Within thirty (30) working days of such receipt by the Personnel Division of request of reclassification, the Personnel Division shall render a decision.

If the employee is not satisfied with the decision, the employee may within ten (10) working days request a hearing by the Assistant Superintendent for Personnel. At the hearing the employee may be accompanied by a representative of his choosing and may produce any documents and evidence to support the claim for reclassification. The Assistant Superintendent for Personnel will explain the basis for the decision in the event the request is denied. The Assistant Superintendent for Personnel shall hold such hearing within thirty (30) days of the request.

The decision of the Assistant Superintendent for Personnel shall be final, and shall not be subject to a grievable, litigable or reviewable process.

ARTICLE XII -- DISCIPLINARY ACTION

Section 1. Notification

Unit members are accountable for their individual levels of productivity, implementing the duties of their positions, and rendering efficient, effective delivery of services and support. Whenever an employee renders deficient performance, violates any rule, regulation or policy, that employee shall be notified by his supervisor, as soon as possible, with the employee being informed of the deficiency or rule, regulation or policy violated.

The Board agrees to promptly furnish the Union with a copy of any disciplinary action notification (i.e., notice of suspension, dismissal or other actions appealable under this section) against an employee in this bargaining unit.

There shall be no evaluation statement or reprimand placed in an employee’s personnel folder unless the employee has been given a copy.

An unauthorized absence for three (3) consecutive work days shall be evidence of abandonment of position. Unauthorized absences totaling ten (10) or more work days during a fiscal year shall be evidence of excessive absenteeism. Either of the foregoing shall constitute grounds for termination. An employee recommended for termination under these provisions shall have the right to request of the Assistant Superintendent for Personnel Management a review of the facts concerning the unauthorized leave. Such right shall exist for a period of ten (10) working days after the first day of notification of the unauthorized absence.
The employee shall have the right to answer any material filed hereafter in his/her personnel folder and the answer, if submitted, shall be attached to the file copy. No anonymous letter or material shall be placed in an employee's personnel folder.

The validity of items of a derogatory nature placed in an employee's personnel folder shall be subject to the grievance procedure.

The employee shall have the right to representation in disciplinary hearings held pursuant to this article. Hearing shall include any meeting where disciplinary action will be discussed.

The employee shall be given two (2) days notice and a statement for the reason for any disciplinary hearing as defined above, except in cases deemed to be an emergency.

Section 2. Dismissal, Suspension, Reduction In Grade

Employees dismissed, suspended, reduced in grade shall be entitled to appeal such action to an Impartial Hearing Examiner. The employee shall be notified of such action and of their right to appeal by certified mail. The employee shall have twenty (20) calendar days in which to notify the Assistant Superintendent for Personnel of the employee's intent to appeal such action. The Board shall appoint such an Impartial Hearing Examiner who shall set the date and place mutually agreeable to the employee and the Board, for the hearing of the appeal. The Board shall set a time limit, at which time the Hearing Examiner shall present the findings. The findings of the Hearing Examiner shall not be binding on the Board, and the Board shall retain final authority on all dismissals, suspensions, reductions in grade. The employee shall not be employed during the time of such dismissal or suspension even if appealed. If reinstated by Board action, the employee shall receive payment for the days not worked, and shall not lose any longevity or be charged with a break in service due to said dismissal, suspension, or reduction in grade. Dismissal, suspension, reduction in grade, and non-reappointments are not subject to the grievance/arbitration procedures.

Section 3. Cause for Suspension

In those cases where any employee has not complied with Board policies and/or Department regulations but the infraction is not deemed serious enough to recommend dismissal, the Department Head may recommend suspension up to thirty (30) calendar days without pay. All suspensions must be approved by the Superintendent.

Section 4. Types of Separation

Dissolution of the employment relationship between a unit member and the Board may occur by any of four distinct types of separation.

a. Voluntary. The employee initiates the separation by resigning, retiring, abandoning the position or other unilateral action by the employee.
b. **Disciplinary** . . . The employee is separated by the employer for disciplinary cause arising from the employee's performance or non-performance of job responsibilities. Such action occurs at any necessary point in time.

c. **Non-reappointment** . . . The employee is separated by management's decision not to offer another annual contract. However, such non-reappointment shall not be in lieu of discipline or lay-off. Employees whose performance has been deemed marginal by the supervising administrator, who have been counseled during the school year concerning performance, and have failed to perform acceptably shall not be reappointed. Such employees and the union shall be put on written notice of possible non-reappointment. Counseling and written notice of non-reappointment shall be provided in a timely manner. This action shall not be arbitrary or capricious, but based upon reason for the best interest of the employer.

d. **Lay-off** . . . This is the separation of employee(s) by the employer for lack of work or lack of funds, without fault or delinquency on the employee's part. A lay-off may occur at any time of the work year with 21 days notice. Nothing in this contract shall bar the right of management to determine whether or not to reappoint annual employees simultaneous with the lay-off of other employees.

The factors most important in determining what type of separation occurred for a given employee are which party initiated the action, what time of the work year the action occurred, and the employer's expressed intent.

ARTICLE XIII — LEAVES

Section 1. **Voting Leaves**

The Board agrees to allow an employee who is a registered voter a reasonable amount of time off (not to exceed one (1) hour) with pay, to vote in each local and general election. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling such time off.

The employee may be required to show proof of registration to the supervising administrator prior to being granted voting leave.

Section 2. **Military Leave**

A full-time regular employee of the School Board of Dade County may be granted a military leave of absence provided that:

A. He/she volunteers into the Armed Services.

B. He/she is recalled to active service from a reserve status. The employee who is recalled for annual military responsibility will receive up to seventeen (17) calendar days with pay.
Section 3. Maternity Leave

A regular full-time employee who is an expectant mother or who adopts a child shall be granted maternity leave at the employee's request.

If this leave falls within the school year, an approximate time should be given as to when the employee expects to return. The employee's physician must approve her return to duty in writing. The mother of an adopted child may return at her own request. The maximum period for which maternity leave may be granted is one (1) year (12 months).

The employee may request an additional year of leave which will be personal leave. Therefore, the total time granted for the same pregnancy or adoption cannot exceed two (2) years.

Section 4. Parental Leave

A parental leave of absence without pay shall be granted to an employee for the purpose of childbearing and/or child rearing as follows:

A. A male employee shall notify his supervising administrator in writing of his desire to take parental leave to begin at any time between the birth of a child to his wife and one (1) year thereafter. Except in cases of emergency, the employee shall give such notice at least thirty (30) days prior to the day on which the leave is to begin.

B. An employee adopting an infant child (i.e., one (1) year of age or less) shall be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements of adoption.

C. An employee who is granted a parental leave of absence pursuant to the above shall have the following re-employment rights:

1. When an employee notifies the supervising administrator or the Assistant Superintendent for Personnel of the desire to return to active employment after parental leave, except for employees who return early, said employee shall immediately be assigned to the same position which the employee held at the time the leave commenced.

2. If that position is no longer in existence, said employee will return to a substantially equivalent position.

Section 5. Personal Leave Without Pay

Leave of absence for personal reasons not to exceed thirty (30) days may be granted to full-time regular employees of the Dade County Public Schools if approved by the Superintendent, subject to the following guidelines:

A. No wages or salaries shall be paid during such leave except as provided in other sections of Board Rules.
B. All such leaves in excess of thirty (30) consecutive workdays shall be approved by the Board, except for those granted in accordance with provisions of the Workmen's Compensation Law.

C. Re-employment rights to a position of like status shall be protected.

D. Such leave shall not exceed one (1) year in duration.

E. Such leave may be granted for one (1) of the following reasons:
   1. To serve in the Peace Corps
   2. To accept a Fulbright Scholarship
   3. To fill one (1) full-time staff position for AFSCME Local 1363.
   4. To continue a maternity leave.

Personal leave for reasons other than those listed above may be approved by the Board upon recommendation of the Superintendent.

Section 6. Personal Leave -- Other Provisions

Any employee on leave may make contributions to any compensation or employee benefit plan that was available to the employee before the leave.

ARTICLE XIV -- ANNUAL LEAVE (VACATION)

Section 1. Accrual-Annual Leave

A. Accrual -- twelve-month employees
   1. First three (3) years of employment -- 1-1/4 days per month (15 days maximum per fiscal year)
   2. Fourth year of employment and thereafter -- 1-2/3 days per month (20 days maximum per fiscal year)

B. Accrual Provisions
   1. A year of employment is defined as a year of service with the Dade County Public School System which is creditable for a contract year, which is more than one-half (1/2) the contractual period.
   2. Responsible supervisors should make every effort to insure that earned annual leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation.

If the employee has not used annual leave on a current basis, the employee may accrue a maximum of thirty (30) days annual leave. Any employee who accrues the maximum of thirty (30) days annual leave shall discontinue to accrue additional annual leave credits as of the end of the month during which the maximum is reached.
Section 5. Annual Leave Scheduling

Annual leave should be used to provide periodic vacation and employees should be permitted the opportunity of taking a minimum of ten (10) consecutive days vacation during a fiscal year provided that number of annual leave credits has been accrued. Annual leave credits may be used for purposes other than vacation when authorized by the supervising administrator.

Upon reasonable notice, supervising administrators may require an employee to use any part of his accrued annual leave for vacation purposes at any time that is deemed advisable.

Annual leave for an employee shall be so scheduled that there will be minimum disruption of the operation of the school system.

In setting annual leave schedules, within departments of the DCPS, preference as to annual leave dates will be given to those employees with the greatest amount of service in the same classification.

Section 3. Compensatory Day

In the event an employee is required to work on a holiday or the day it is observed the employee shall be entitled to a compensatory day off.

Section 4. Early Dismissal

The Superintendent shall excuse all employees at noon on the last workday preceding December 24 and January 1.

Section 5. Eligibility for Pay

An employee who is not returning after the holiday is to be terminated on his last workday prior to the holiday and is not eligible for holiday pay.

ARTICLE XV — SICK LEAVE

Section 1. The contract provisions governing absences and leaves of personnel are patterned after state laws and regulations. Each full-time employee is entitled to accumulate one (1) day of sick leave per month of employment. Such sick leave is to be accrued in the following manner:

Four days of sick leave will be provided to each employee as of the first day of employment of each fiscal year, and thereafter each such person shall accrue one (1) day of sick leave for each month of employment creditable to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee; provided further that the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Such sick leave shall be cumulative from year to year and there shall be no limitation on
the number of days of sick leave an employee of the unit may accrue; and further provided that at least one-half (1/2) of this cumulative leave must be established with the school district granting such leave.

Section 2. All unused accumulated sick leave days earned after July 1, 1954 will be restored to employees previously employed upon returning to employment in the school system except for employees who have retired.

Section 3. Sick leave shall be approved in the following two (2) categories:

Illness of self or illness and/or death of:

Mother  Husband  Foster children
Father  Wife  Step-parents
Sister  Child  Step-children
Brother  Foster parents  Grandchild
Mother-in-law  Son-in-law  Uncle
Father-in-law  Daughter-in-law  Aunt
Brother-in-law  Grandmother  Niece
Sister-in-law  Grandfather  Nephew

Illness and/or death of:

Persons who reside in the same residence as the person who is requesting sick leave.

The supervisor shall require an employee to furnish a doctor's statement or a personal, written and signed statement regarding the cause(s) of personal absences due to illness after either of the following has occurred:

a. The employee has been absent because of personal illness for three (3) consecutive workdays.

b. The employee has been absent because of personal illness for ten (10) or more workdays within a six (calendar) month period.

Section 4. Hardship Leave/Dire Emergency Leave

a. An employee eligible for sick leave may receive extra hardship leave time for his/her own illness up to a maximum of 30 additional workdays for the same illness per fiscal year, provided that (30 workdays is the maximum allowed any fiscal year):

1. Documentary evidence is presented by a Board-approved physician to the Board providing that this particular illness necessitated confinement, either to home or hospital, which prevented the employee from reporting to work.

2. The time granted for extra hardship leave will be on the basis of one day for each two days of confinement (30 workdays is the maximum allowed any fiscal year for any and all extra hardship leave).
b. Dire emergency leave may be granted an employee following a hardship leave if the illness is the same one for which he/she was granted a hardship leave of absence. Documentary evidence from a Board-approved physician must be submitted with the application for dire emergency leave. This evidence must confirm that confinement, either to home or hospital, further prevented the employee from reporting to work. Dire emergency leave will be computed on the basis of one day for each two days of confinement. This leave cannot exceed 30 work days.

Section 5. FICA

Effective January 1, 1982, neither an employee nor the School Board will make FICA payments on wages earned when the employee is absent from work on account of illness of self pursuant to current state and federal laws regarding FICA contributions.

Section 6. Sick Leave Bank (New Section)

The parties agree to the following rules and procedures for establishment, staffing, and operation of a SICK LEAVE BANK. Such rules and procedures may be revised by mutual consent of the parties.

RULES AND PROCEDURES FOR THE AFSCME SICK LEAVE BANK

The American Federation of State, County and Municipal Employees, (AFSCME) Local 1363, agrees to staff and operate a Sick Leave Bank Committee for at least the duration of the current contract. It shall be the responsibility of this committee to administer the AFSCME Sick Leave Bank rules and procedures attached hereto.

The Dade County Public Schools agrees to:

A. Assist the committee in operation of the AFSCME Sick Leave Bank by providing, upon request, data from participating employees' sick leave records. This data will be used to plan the initial operation of the Bank and as a basis for Sick Leave Bank withdrawals.

B. Designate an administrator to meet periodically with the Sick Leave Bank Committee and to act as liaison with the appropriate Dade County Public Schools office.

The AFSCME Sick Leave Bank Committee Shall:

A. Maintain adequate records relative to all functions of the Bank.

B. Meet periodically with a designated administrator of the Dade County Public Schools to review AFSCME Sick Leave Bank records.

C. Operate the AFSCME Sick Leave Bank in accordance with the rules and procedures contained herein.
The Dade County Public Schools shall establish and the Union shall comply with procedures for identifying and recording contributions to the bank and for complying with any applicable governmental regulation of sick leave or sick leave banks or associated record-keeping.

AFSCME SICK LEAVE RULES AND PROCEDURES

I. PURPOSE:

A. In order to provide employees with an emergency pool of sick leave days for illness, accident, or injury of self above and beyond those available under "Sick Leave With Pay" provisions, the Board and Union hereby establish the AFSCME Sick Leave Bank.

B. The AFSCME Sick Leave Bank shall function under rules and procedures administered by the Union. All full-time employees in the AFSCME bargaining unit may participate in the AFSCME Sick Leave Bank.

C. Any alleged abuse or misuse of the Sick Leave Bank shall be investigated by either or both parties. If the investigation results in finding of wrongdoing, the employee, DCPS, and the union shall be notified and the employee shall repay all sick leave days drawn from the pool and shall be subject to such disciplinary action as deemed appropriate by the Board.

II. INITIAL MEMBERSHIP REQUIREMENTS:

Only unit members who are full-time employees, who have been employed full-time for at least one year, and who have sick leave balance of five (5) days or more at the time of enrollment may enroll in the AFSCME Sick Leave Bank by contributing one (1) day to the Sick Leave Bank.

III. WITHDRAWAL PROCEDURES:

Participating members who meet the following criteria may apply for withdrawal of days from the AFSCME Sick Leave Bank:

A. Exhaustion of all personal sick leave days.

B. Exhaustion of or Ineligibility for extra sick leave for hardship and dire emergency.

C. All applications are subject to final approval by the AFSCME Sick Leave Bank Committee.

The maximum number of Sick Leave Bank days that may be approved for any participating member is forty-five (45) days per twelve (12) month period.

IV. MAINTENANCE OF THE AFSCME SICK LEAVE BANK:

The AFSCME Sick Leave Bank will be activated when a minimum of five hundred (500) days have been deposited. No further contri-
buton shall be required of participating members unless the AFSCME Sick Leave Bank is depleted to a point where two hundred and fifty (250) days remain. In such case, all members of the sick leave bank, except those members receiving extra sick leave for hardship or dire emergency, shall contribute one (1) day each time the bank is depleted.

V. DURATION OF AGREEMENT

The AFSCME Sick Leave Bank shall be in existence for the duration of the contract and may be renewed in succeeding contracts. In the event a member wishes to terminate AFSCME Sick Leave Bank membership, all obligations and privileges of membership shall cease ninety (90) days from the date of receipt of written notification by the AFSCME Sick Leave Bank Committee. The deposit of sick leave days shall remain in the AFSCME Sick Leave Bank.

VI. GRANTING OF SICK LEAVE FROM THE BANK:

In the event of non-renewability of the AFSCME Sick Leave Bank in succeeding contracts, Bank deposits will be returned to contributing members where appropriate. Return of days will be accomplished equally to those members who have not utilized AFSCME Sick Leave Bank withdrawals.

AFSCME SICK LEAVE BANK PROCEDURES:

A. INITIAL ENROLLMENT:

1. The enrollee will sign and forward an AFSCME Sick Leave Bank Program Card, developed jointly by AFSCME and the DCPS Payroll Section, to AFSCME for necessary processing. This card will be the same size as the present Application for Leave Card and will contain authority for the initial deduction of one (1) day sick leave upon enrollment in the program. Additionally, the card will authorize AFSCME to deduct an additional day of sick leave from the employee, if the sick leave bank has been depleted.

2. Upon completion of internal processing by AFSCME, the card and a transmittal listing will be forwarded to the Payroll Department. Cards will be forwarded in work location sequence by employee number. The Payroll Department will deduct a day of sick leave from the employee's leave balance on the Payroll Data Card, date it, and enter the notation "AFSCME" on the card. Deduction cards will be filed with and in the same manner as the Application for Leave Cards. Cards will be filed in the pay period which encompasses the date that the posting was made to the employee Leave Data Card.

For those employees who do not have the required leave balance for the deduction, the authorization card will be returned to AFSCME with notation "NO LEAVE BALANCE".

-26-
B. SUBSEQUENT DEDUCTIONS AFTER INITIAL ENROLLMENT:

1. Subsequent deductions as described in section IV shall be accomplished by utilizing the Sick Leave Bank Program Card which will be checked in the box titled "Subsequent Deduction". This card need not be signed by the employee and immediate supervisor since the initial card authorized subsequent deductions. This card will be signed and dated by an authorized member of the AFSCME Sick Leave Bank Committee. The cards will then be forwarded to the Payroll Department.

2. Upon receipt of the cards and transmittal listing by the Payroll Department, the Individual Payroll Data Cards will be posted and filed per paragraph A2 above. The AFSCME Sick Leave Bank Committee will notify affected employees when subsequent deductions are made from participants. Insufficient leave balance to permit deductions will be returned to the AFSCME Sick Leave Bank Committee per paragraph A2 above. The Sick Leave Bank Committee shall, on an individual basis, notify employees with an insufficient leave balance that they are no longer enrolled in the Sick Leave Bank, and advise them of subsequent enrollment procedures.

C. GRANTING OF SICK LEAVE:

When employees are granted sick leave from the AFSCME Sick Leave Bank, the AFSCME Sick Leave Bank Committee will utilize the "Sick Leave Bank Program" card to notify the Payroll Department. The sick leave days granted by the committee shall be posted to the Payroll Data Card and filed per paragraph A2 above. The committee will notify members who have been granted sick leave from the Bank.

The committee will notify the DCPS Payroll Section which member(s) of the committee are authorized to grant the leave. The leave cards will be forwarded to Payroll with a letter of transmittal.

ARTICLE XVI -- HOLIDAYS

Section 1. Legal Holidays

Legal holidays as established by Florida Statutes shall be granted to all full-time permanent employees of the Dade County Public School System.

Section 2. Board Approved Holidays

In addition to legal holidays, the following days have been approved as official holidays for all employees:
In the event December 25 falls on a Friday, Saturday, Sunday or Monday, the official holidays shall be observed as follows:

a. When December 25 is a Friday, the holidays shall be observed on December 24 (Thursday) and December 28 (Monday)
b. When December 25 is a Saturday the holidays shall be observed on December 23 (Thursday), December 24 (Friday), and December 27.
c. When December 25 is a Sunday, the holidays shall be observed on December 26 (Monday), December 27 (Tuesday), and December 28 (Wednesday).
d. When December 25 is a Monday, the holidays shall be observed on December 26 (Tuesday) and December 27 (Wednesday).

Section 3. Legal Holidays Falling on Saturday or Sunday

When a legal holiday falls on a Saturday or Sunday, it shall be observed respectively on the preceding Friday or the following Monday for personnel not regularly scheduled to work on the respective Saturday or Sunday. In the event employees are scheduled to work on such Saturday or Sunday they shall be granted such holidays on the day on which the holiday occurs.

Section 4. Succession of Holidays

When one or more holidays fall on Saturday or Sunday in a succession of holidays, the holiday occurring on Saturday shall be observed on a preceding workday; a holiday occurring on a Sunday shall be observed on a workday following the respective Sunday.

ARTICLE XVII — JURY DUTY AND SUBPOENA AS A WITNESS

Section 1. In case of jury summons, the employee must report to the Court on the appointed day as there is no statutory exemption from jury service.

Any full-time employee who is summoned as a member of a jury panel shall be granted temporary duty with pay, and any jury fees shall be retained by the employee.

An employee subpoenaed in line of duty to represent the board as a witness or defendant shall be given temporary duty and any witness fees shall be retained by the employee.

In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in personal litigation; however, employees who have accrued vacation may be granted vacation leave in such cases with approval of the responsible supervisor.
Any employee who has in his custody official records of the school system and is subpoenaed by a court to produce such records may also be granted temporary duty without loss of pay.

ARTICLE XVIII — OTHER BENEFITS

Section 1. Blood Bank and Donors

Employees wishing to donate blood, without remuneration, shall be granted reasonable leave, without loss of pay, for the purpose of donating blood.

Section 2. Safe Driving Awards

An employee who drives or operates mobile equipment fifty percent (50%) of the time in performance of duties, shall receive awards for safe driving. After the fifth year, the employee will receive an appropriate award as recommended by the Employee for each consecutive year of safe driving completed. Should a driver have a preventable accident, that driver starts over the first day after the accident.

Section 3. Tools and Uniforms

A uniform allowance of fifty dollars ($50.00) per year will be paid to automotive mechanics, bus drivers, maintenance and stores and distribution personnel, food service workers and managers and custodians.

Hand tools shall be furnished to all employees in Maintenance and Transportation, as required.

An annual hand-tool allowance will be paid to those Maintenance and Transportation employees qualifying under the terms stipulated in Appendix V.

The annual payment of an allowance for the upkeep and replacement of hand tools will be calculated based upon agreed values increased by the percentage increase in the Hand Tools category 11042 of the U. S. Department of Labor, Bureau of Labor Statistics, for the month of July of that year.

Section 4. Unemployment Compensation (Refer to Appendix)

The current Board policy to comply with state statutes shall continue in force and effect.

Section 5. Insurance (Refer to Appendix II)

Section 6. Retirement

The current Board policy and practice shall continue in force and effect.
Employees whose duties for the school system require them to travel within the county from their official headquarters to other locations shall be reimbursed for travel in a privately owned vehicle on the basis of the maximum mileage allowance under Florida law. Mileage allowance shall be computed at the maximum allowable rate per mile for distance actually traveled on official business as established in Florida Statutes.

ARTICLE XIX — EMPLOYEE PROTECTION IN WORK ASSIGNMENTS

Employees shall not be required to work under unsafe or hazardous conditions nor to perform tasks which endanger their health, safety or well-being. Employees are to be provided a safe workplace and be furnished with safety devices, protective clothing and such safeguards as are necessary to reduce or eliminate accidents and injuries. Managers/Supervisors are to do everything reasonably necessary to protect the life, health and safety of each employee and the public.

Employees will follow safe practices and operating methods on all jobs assigned. Employees shall be required to wear the safety devices, protective clothing or equipment designated by management for employee protection. Safety devices and equipment, when required, will be provided by the Board. Refusal or failure of an employee to use or wear such devices or equipment, or failure to follow safe practice and operating methods, shall be grounds for appropriate disciplinary action, including dismissal.

In the event employees are exposed to infectious diseases or toxic chemicals as part of their ordinary duties, they will be given prescribed examinations and tests at the time of such exposure, and thereafter, as determined by the examining physician. Employees will be examined or tested on the Board's time and at the Board's expense. Refusal by an employee to submit to such examinations and tests shall be grounds for appropriate discipline, including dismissal.

In the event an employee is involved with an accident or injury, an accident report will be completed and distributed as prescribed by Administrative Directives.

ARTICLE XX — ESTABLISHED PRACTICES

In the interest of clarity, it is reaffirmed that these established practices are as follows:

Section 1. Break Time

For work assignment of six (6) or more hours, one (1) fifteen minute break for each half of the work assignment. For work assignment of less than six (6) hours, one (1) fifteen (15) minute break period.

Section 2. Clean-Up Time

Employees will have ten (10) minutes prior to close of each work shift, for the purpose of clean up, returning tools and equipment.
There shall be no split work shifts.

Section 4. Shift Differential

A shift differential shall be paid to those employees working the afternoon/evening shift and the night shift.

a. Second Shift - Employees will be eligible for the second shift premium when the start of the shift is 12:30 P.M. or later, but prior to 6:00 P.M. The shift premium will be $.20 per hour, except for Elevator Operators and Starters, in which cases the shift premium will be $.15 per hour.

b. Third Shift - Employees will be eligible for the third shift premium when the start of the shift is 6:00 P.M. or later, or three (3) hours before the beginning of the normally scheduled first (1) day shift. The shift premium will be $.25 per hour except for Elevator Operators and Starters, in which cases the shift premium will be $.20 per hour.

Section 5. Custodian/Head Custodian Salary Scale

Custodians shall start on the third step of the salary scale.

Section 6. Food Service Personnel

All food service personnel are to receive meals without payment.

Section 7. Advancement in pay grades. (Refer to Appendix III)

Section 8. Back Pay

Section 9. Administrative Policy Covering the Salary Handbook

The Union shall be advised of any proposed change in any policy contained in the Salary Handbook; method of notification shall be the same as in Article IV.

ARTICLE XXI -- PAYROLL DEDUCTIONS FOR AFSCME DUES

A. On or before July 1, of each year, the Assistant Superintendent for Personnel shall contact AFSCME and shall ascertain:

1. The amount of each deduction to be made.

2. The number of deductions required during that contract year for each employee in the unit (this may be a fixed number from 1 to 26).

3. A schedule for taking dues deductions shall be submitted no later than September 1 or July 1 as applicable by AFSCME and approved by the Assistant Superintendent for Personnel.
B. The Assistant Superintendent for Personnel shall prepare and provide the payroll section a letter to all employees in the unit explaining the payroll dues deduction program for that year and the rights and privileges of each employee relative to AFSCME membership and payroll dues deductions.

C. The Assistant Superintendent for Personnel shall request from AFSCME the information required on the deduction card as follows:

1. Work location
2. Employee number
3. Payroll code
4. Name of employee
5. Name of organization
6. Amount of dues or authorization to deduct whatever dues are assessed.
7. A statement that the School Board shall be absolved of any and all liability resulting from the collection of authorized dues.

D. AFSCME shall be required to submit completed and correct payroll deduction authorization cards, including the manual signature of the employee, to the Supervisor of Payroll at least three (3) weeks before the initial deduction is to be made.

E. The authorization cards shall be retained on file in the payroll section as long as AFSCME is the certified bargaining agent of the unit.

F. Any employee in the unit desiring to change or revoke his dues deduction authorization must submit a request for such change or revocation to AFSCME at least thirty (30) days prior to effective date of such change. At no time shall AFSCME present to the Supervisor of Payroll a requested change which cannot be implemented.

G. AFSCME shall be responsible for the collection of any arrears due AFSCME.

H. AFSCME will notify the Board, in writing, thirty (30) days prior to any change in regular dues deduction.

I. The School Board shall be absolved of any and all liability resulting from the collection of authorized dues.

ARTICLE XXII -- COMPLETE AGREEMENT AND WAIVER OF BARGAINING

It is agreed and understood that this agreement constitutes the complete understanding between the parties and concludes all collective bargaining during its term, except as otherwise specifically provided in the article entitled Term of Agreement and Reopening. The Union specifically waives the right to bargain during the term of this agreement.
agreement with respect to any subject or matter referred to or covered in this agreement, or to any subject or matter not specifically referred to or covered even though it may not have been in the knowledge or contemplation of the parties at the time this agreement was negotiated.

This entire agreement may be reopened for negotiations if not approved by the School Board of Dade County or if funds are not made available for its implementation.

ARTICLE XXIII — ASSIGNABILITY OF CONTRACT

The provisions of this agreement shall be binding upon the parties hereto and upon their successors and assigns for the full term of this agreement. The parties agree that the terms and obligations herein contained shall not be affected, modified, altered or changed in any respect by the transfer or assignment by the Board or any or all of its property, control, ownership or management or by any change in the legal status of the Board or any part thereof.

This agreement signed this Twenty-third day of August, 1978.

ARTICLE XXIV — TERM OF AGREEMENT AND REOPENING

The Agreement shall be effective July 1, 1978, subject to ratification by the Union and approval and appropriation of necessary funds by the School Board of Dade County, Florida, and shall continue to June 30, 1981.

Either party may require, by written notice to the other between January 1 and not later than April 15, 1981, discussions concerning modification, amendments and renewal of this Agreement to be effective July 1, 1981. If neither party shall submit written notice during the indicated period, this Agreement shall automatically be renewed for the period July 1 through June 30, 1982.

Negotiations on all other matters are waived except that each party may reopen negotiations on any two (2) non-economic articles after April 1, 1980 and not later than June 15, 1980.

If the Florida Legislature fails to allocate adequate funds to implement the fiscal agreements in this contract the Board may reopen negotiations on such issues.

The parties agree that either party may request to reopen negotiations if the Board decides to implement an alternative means of assigning custodians, e.g., mobile custodian crews. This reopener must be exercised by the Board prior to implementation of the program.

If the Florida Legislature authorizes early retirement benefits or incentives for unit members, the union and Board shall reopen negotiations on this issue.
If the Dade County School Board is authorized by the Florida Legislature or other appropriate regulatory body to pay employees' FICA contributions, the Board shall have the right to reopen negotiations on salaries and FICA contributions.

If other labor organizations during 1981-82 reopen their agreements to negotiate concerning wages, or salary the Board or AFSCME may also reopen to negotiate concerning wages or salary. This is an addition to other reopening provisions already in the AFSCME agreement.

The Board may reopen on terminal pay for accumulated sick leave prior to the termination of this contract.

Either party may require, by written notice to the other not later than December 1, 1981, negotiations concerning the wages and terms of conditions of employment for employees in the position of bus aides. Until negotiations have been completed for bus aides, the past practice governing the employment status of bus aides shall be continued.

ARTICLE XXV — MISCELLANEOUS

Should any part of this agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this agreement shall remain in full force and effect.

Any delays in the signing of this agreement after ratification by the Board and the Union membership shall not defer the implementation date as it effects the distribution of the benefits and provisions provided by this agreement.

In the event of a conflict between these provisions and the applicable law, as finally interpreted by the proper courts of competent jurisdiction or administrative bodies, the law will prevail.
This contract shall continue in full force and effect until midnight June 30, 1982.

DATED at Miami, Florida, December 9, 1981

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 1363, AFL-CIO

By Mr. Bert Fisher President

THE SCHOOL BOARD OF DADE COUNTY, FLORIDA

By Mr. Paul L. Cejas Chairman

By Dr. Leonard M. Britton Superintendent

APPROVED AS TO FORM:

ATTORNEY TO BOARD
APPENDIX I -- NON-EXEMPT EMPLOYEES IN THE AFSCME UNIT

All regular (10-12 month) employees employed as non-instructional, maintenance, operation, transportation and food service employees employed by Dade County School Board in the following job classifications.

- Fire Prevention Mechanic II
- Automotive Mechanic Foreman
- Automotive Mechanic I
- Automotive Body Repairman II
- Leadman, Body Shop
- Hotel Office Clerk
- Bellman
- Equipment Mechanic II
- Mower Mechanic II
- Locksmith II
- Mail Courier
- Parking Lot Attendant
- Film Technician - AV
- Audiovisual Aides Technician
- Audiovisual Specialist
- Audiovisual Recording Specialist
- Audiovisual Reproduction Clerk
- Radio Dispatcher
- TV Continuity Writer
- TV Film Technician
- TV Control Operator
- Watchman
- Security Guard
- Stock Clerk II
- Storekeeper I
- Senior Stock Clerk Transportation
- Textbook Repair Clerk
- Tool Repairman I
- Automotive Equipment Operator II
- Office Machine Foreman
- Office Machine Repairman I
- Unskilled Laborer
- Groundsman
- Labor Foreman II
- School Bus Manager
- School Bus Driver
- Custodian II
- Custodian Head I
- Custodian Head III
- Food Service Manager I
- Food Service Manager III
- Baker I
- Food Service Worker
- Cook II
- Chef Restaurant Training
- Cafeteria Substitute
- Lunchroom Aide
- Elevator Operator I
- Shade Mechanic I and II
- Shade Mechanic Foreman
- Window Repairman I and II
- Food Service Manager IV

- Fire Prevention Mechanic I
- Automotive Mechanic II
- Automotive Serviceman
- Automotive Body Repairman I
- Leadman, Mechanical Rebuild Shop
- Hotel Housekeeper Assistant
- Equipment Mechanic Foreman
- Equipment Mechanic I
- Mower Mechanic I
- Locksmith I
- Workmen's Compensation Coordinator
- Piano Tuner
- Senior Film Technician - AV
- TV Stage Manager
- Audiovisual Operator - Clerk
- TV Cameraman
- Radio TV Engineer
- TV Announcer Operator
- TV Master Scheduler
- TV Artist Illustrator
- Restaurant Training Manager
- Police Guard
- Parent Aides
- Stock Clerk III
- Stock Clerk I
- Storekeeper II
- Materials Testing Assistant
- Tool Repairman II
- Automotive Equipment Operator I
- Office Machine Repairman II
- Laborer I
- Job Order Clerk
- Labor Foreman I
- Labor Foreman III
- School Bus Specialist
- Custodian I
- Custodian III
- Custodian Head II
- Custodian Inspector
- Food Service Manager II
- Cook I
- Part Time Food Service Worker
- Baker II
- Head Baker Restaurant Training
- Satellite Assistant
- Elevator Starter I
- Elevator Starter III
- Elevator Starter II
- Window Repair Foreman
- Laborer II
- Upholsterer
- Bus Aide
Compensatory Benefits

The School Board shall provide the following additional compensation benefits as described in this Appendix:

Liability Insurance ........................................................... 32
Life ............................................................................. 32
Health Insurance ........................................................... 33
Workers' Compensation .................................................. 34
Temporary Duty ................................................................ 34
Social Security .................................................................. 35
Retirement Plan ............................................................... 35
Unemployment Compensation ......................................... 35
Credit Union .................................................................. 35
U.S. Savings Bonds ........................................................ 36
Tax Sheltered Annuities ................................................... 36
Terminal Pay ................................................................... 36

Insurance

Section 1. Liability Insurance

Subject to the availability of liability policies to the Board, all employees of DCPS are covered by professional liability insurance for non-criminal acts other than tort acts, and the carrier undertakes the defense of the employee sued as a result of acts occurring in the proper performance of his duties according to the terms of the policy.

If the Board attorney is to represent the employee in a case in which the insurance coverage does not apply, the Superintendent may make that recommendation to the Board. When time does not permit prior recommendation to the Board, the Superintendent shall authorize the Board attorney to represent the employee and report his action at the next regular meeting of the Board.

Section 2. Group Life Insurance

The employer agrees to provide the present level of insurance benefits with the Board assuming the increased costs for employee coverage in fiscal year 1978-79. In addition the Board agrees to improve the current group life insurance plan for all eligible employees, effective January 1, 1979, by providing life insurance equal to the employee's current salary for the 1978-79 fiscal year. The cost of this benefit shall be paid by the Board.

Unit employees shall be given the option of purchasing an additional amount of life insurance equal to two times the employee's current
All eligible full-time employees in the AFSCME bargaining unit shall receive a life insurance policy in the amount of $10,000 or an amount equal to their annual salary rounded to the next higher thousand, whichever is greater; the DCPS School Board shall pay the full annual premium for such insurance. All full-time employees at his/her option may elect to increase that insurance to $20,000 or two times their annual salary rounded to the next higher thousand, whichever is greater. The employee shall pay the full premium through payroll deduction for this increased amount of insurance. All other insurance programs now in effect for full-time employees shall remain the same.

Section 3. Group Health Insurance

The employer agrees to provide the present level of insurance benefits with the Board assuming the increased costs for employee costs for fiscal year 1978-79. In addition the Board agrees:

--- To increase the current $50,000 major medical benefit in the hospitalization plan with the insurance carrier to $250,000 for all eligible AFSCME unit members. The benefit will be effective upon acceptance of the improvement by the insurance carrier. The cost shall be paid by the Board.

--- To provide a dental care insurance program for eligible unit members effective January 1, 1979. The cost of employee coverage shall be paid by the Board. Optional dependent coverage, if available through the insurance carrier, may be elected at the employee's expense.

--- To provide a vision care insurance program for eligible unit members effective January 1, 1979. The cost of employee coverage shall be paid by the Board. Optional dependent coverage, if available through the insurance carrier, may be elected at the employee's expense.

All eligible employees in the AFSCME bargaining unit shall have the option of selecting an approved HEALTH MAINTENANCE ORGANIZATION as an alternative to the current health carrier. The School Board shall pay, pursuant to Public Law 93-222, the full single coverage premium for all eligible employees whether they are enrolled in the current group plan or an approved HMO. Such health programs shall continue to include dental and vision care coverage at not less than the present minimums.

The enrollment period shall begin in September, 1979 and close in October, 1979. Coverage for employees of the AFSCME unit and their enrolled eligible dependents shall become effective the first day of the first full pay period for the class of employees, in January, 1980.
The following fringe benefits shall be added immediately to existing Board provided (carrier) insurance coverage for eligible members, contingent on carrier acceptance of policy changes:

- home health care;
- psychologist ordered by physician;
- second surgical opinion;
- ambulatory surgical facility paid under basic benefits (no deductible)

Workers' Compensation

Section 1. Benefits

A. If an employee is disabled by injury occurring during the discharge of duty and is unable to perform his regular duties, the Workers' Compensation Act of the State of Florida provides that "no compensation shall be allowed the first seven (7) days of disability." However, if disability extends more than fourteen (14) days, Workers' Compensation shall be paid from the first day of disability.

B. Compensation benefits begin on the 8th day of proven disability and are payable on the 14th day and continue (usually biweekly) until the employee is able to return to work or maximum medical improvement has been reached. Temporary total compensation payments stop when the doctor says the injured employee may return to work, or when maximum medical improvement has been reached.

C. Rate of compensation: to be determined by Florida Statutes.

D. Florida Workers' Compensation pays complete authorized medical expenses of proven liability cases upon receipt of proper medical reports.

Temporary Duty

Any employee may be assigned to be temporarily absent from his/her regular duties and place of employment for the purpose of performing other DCPS services, including participation in school surveys, training meetings, study courses, workshops, etc. Such temporary assignment will be initiated by the supervising administrator. Employees will receive their regular pay, and may be allowed expenses as provided by law and rules of the School Board. Such temporary duty shall be considered equal to the regular duties of the individual, and employees performing such assigned temporary duties shall not be considered to be on leave.

When an employee is on assignment away from school or regular place of employment and that assignment requires (a) the employment of a substitute, (b) payment of travel expenses, or (c) out-of-county attendance, the employee must complete a request for temporary duty form obtained from the Personnel Division. The request must be signed and approved.
by the supervising administrator and forwarded to the Personnel Division for final approval.

Social Security

Employees or their families with adequate quarters of coverage with the Social Security Administration are eligible to receive benefits in accordance with Federal Laws because of retirement, disability or death.

Social Security is financed through payroll taxes. The School Board matches payroll taxes deducted from employees' salaries for Social Security to assist in financing this program.

Retirement Plan

Membership in a state administered retirement system for unit members of DCPS, as pertinent, is governed as follows:


B. State and County Officers and Employees Retirement System -- Chapter 122, Florida Statutes, as amended.

Unemployment Compensation

Effective July 1, 1974, the scope of the Florida Unemployment Law was expanded to include employees of School Boards and Community Colleges, retroactive to December 31, 1973.

Unemployment Insurance provides temporary income payments to make up a part of the wages lost to workers who lose their jobs through no fault of their own, and are able and available for work.

In lieu of the contributions required of private employers, public agencies are annually required to reimburse the state an amount equal to the total of regular benefits and the state's share of extended benefits paid to former employees of the agency. The School Board, as a non-profit employer, is required to reimburse the Unemployment Compensation Fund for the benefits paid to former employees on a dollar for dollar basis.

Credit Union

Employees have an opportunity to become members of the Dade County School Employees Federal Credit Union, which was organized March 8, 1935, and as of June 30, 1974, had assets of $26,855,850.60 and a membership in excess of 17,127. The purpose of the Credit Union is to encourage regular savings and to make loans available to members at low interest rates with payments arranged according to their income and ability to repay. There are five locations to serve personnel but the main office is located at 1200 Ponce de Leon Boulevard, Coral Gables, telephone 446-1981.
U. S. Savings Bonds

Employees may purchase by payroll deductions up to ten (10) bonds simultaneously in the amounts of $25, $50, $75 or $100 denominations. Bonds are purchased from the First National Bank of Miami and are forwarded to the employee from the office of Deduction Control. Payroll deductions for the purchase of U. S. Savings Bonds may be canceled at the end of a bond purchase cycle. Bonds are purchased solely by the employee.

Tax Sheltered Annuities

The School Board has a tax sheltered annuity program in which all employees are eligible to participate. A tax sheltered annuity offers the tax advantage of deferring federal income taxes until the benefit is received. The employee who elects to enroll in this program pays for the entire cost by payroll deduction, based upon an amendment to his basic contract. The School Board and AFSCME shall have no liability or responsibility in connection with the tax sheltered annuity program except the Board will show that the payments have been remitted for the purpose for which deducted by an annual statement by the carrier.

There are generally two types of plans available—fixed and variable—with over 90 companies authorized to sell these annuities. A list of these companies is published annually in the Weekly Reader. The Risk Management Department will also provide a list of these authorized companies, as well as a brochure describing this program in greater detail, upon request.

An employee may participate through two different companies but ordinarily only one change, either an increase, decrease, cancellation or addition of a new company is allowed each year. An annuity may not be canceled except concurrent with the "contract year" with requests for cancellation required well in advance of the first payday of the new year for the employee.

Terminal Pay

To encourage and reward employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to employees at normal retirement, or to their beneficiaries if services are terminated by death. Any employee not in service at the time of retirement shall not receive these benefits. Terminal pay shall not exceed an amount determined by the daily rate of the employee at retirement or death multiplied by one-half ($\frac{1}{2}$) the total number of accumulated sick leave days credited to the individual as follows:

1. during the first three years of service the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;
2. during the next three years of service the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
3. during the next three years of service the daily rate of pay multiplied by 451 times the number of days of accumulated sick leave;

4. during and after the tenth year of service the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.

The daily rate shall be computed by dividing the number of "working days" that year into the annual salary. "Normal retirement," as referred to herein, shall mean retirement under any retirement system established by the legislature with either full or reduced benefits as provided by law, or mandatory retirement due to the attainment of the age of seventy years. "Normal retirement" shall not be interpreted to include disability retirement. "Years of service" shall mean creditable years of service under any retirement system of the State of Florida.

APPENDIX III

NON-INSTRUCTIONAL CLASSIFICATION PLAN,
Policies and Pay Schedules of
THE SCHOOL BOARD OF Dade COUNTY, FLORIDA

1. COVERAGE: All non-instructional personnel employed by The School Board of Dade County, Florida, shall be classified and paid according to the Non-Instructional Classification Plan, Policies and Pay Schedules, with the following exceptions:

a. Administrative, supervisory and technical personnel who are classified and paid in accordance with the Unified Compensation and Classification Plan for Administrative, Supervisory and Technical Personnel.

b. Journeymen and foremen in building trades and related occupations who are paid in accordance with Salary Schedule H.

c. Temporary, substitute and student positions and those positions for which special provisions are made as reflected on Salary Schedule I.

2. PROBATIONARY PERIOD: A probationary period of four (4) calendar months is required for an employee on initial appointment or promotion to a position covered by the Non-Instructional Classification Plan, Policies and Pay Schedules.

In the event that the employee does not satisfactorily complete his probationary period, he shall be separated from the service except that, in the case of promotion from a lower pay grade position, he may be considered for employment in the class or comparable pay grade from which he was promoted.
At any time during the probationary period the newly hired employee's performance is considered unacceptable, the probationary employee shall be terminated. During the probationary period, the newly hired employee shall be on an hourly status and if eligible shall receive only the group health, vision, dental, and life insurance fringe benefits provided to other employees.

3. HIRING RATES:

NORMAL HIRING RATES: The first step of each pay grade shall be considered the normal hiring rate for new full-time and temporary employees except those so designated by the Director of Non-Instructional Staffing as indicated in this appendix. Under special circumstances, and with the approval of the Assistant Superintendent for Personnel, an employee may be hired, or rehired, at a salary step higher than the first step of the pay grade for the position being filled. (Custodians and Head Custodians - normal hiring rate is step 3.)

REPLACEMENT HIRES: All replacement hires normally will be made at the same pay grade level as the employee being replaced provided job demands, responsibilities, and work content remain essentially unchanged. Where the responsibility or work content of a job is to be revised, the department supervisor shall advise the Personnel Department so that the position may be re-evaluated for possible reclassification.

INTERIM APPOINTMENTS: Employees working in an under-classified status may not be given an increase in salary until such time as they become fully qualified for the position they are filling. Failure to do so within one (1) year will result in the loss of the higher classification and it will be reduced to the level of the incumbent's attainment.

REHIRES: Former employees who are hired within two (2) years after separation shall be placed on a step within the new pay grade determined by years of creditable service within the system. An employee who has been separated from the system a period exceeding two (2) years shall be treated as a new employee. A person may be rehired for a position in a different job family, but should be hired on the same basis as a new employee.

TEMPORARY EMPLOYEES: Applicants hired for work on classified jobs, shall be paid at the minimum hourly rate of the assigned pay grade for the work they perform, provided they meet the eligibility requirements for the position.

4. ADVANCEMENT WITHIN PAY GRADES:

This section describes the method of using employee experience to placement on a salary schedule. Nothing herein shall be interpreted as entitling any employee to a raise or a specific salary. The value of a step or a schedule shall be set in negotiations. No employee shall be entitled to a compensation increase by application of this language. No employee's annual wage may be increased except by written and ratified negotiations agreements.

-43-
a. Employees will automatically advance one (1) step each July until they reach the sixth step of the pay grade to which they are assigned, provided that their employment in a classified position commenced on or before March 31 of the current year.

b. Employees shall advance to the first longevity step (L-1) after completion of ten years of service with The School Board of Dade County, Florida, provided that they are then in step 6 of their assigned paygrades.

c. Employees shall advance to the second longevity step (L-2) after completion of twelve years service with The School Board of Dade County, Florida, provided that they are then in step L-1 of their assigned paygrades.

d. Employees who, upon completion of ten years or twelve years of service have not reached the sixth step of their assigned grades, shall be raised to the next higher step on their grades, and not to steps L-1 or L-2.

e. Employees having less than ten (10) years of service shall never be placed in the first longevity step (L-1). Employees having less than twelve (12) years of service shall never be placed in the second longevity step (L-2).

f. Employees who are on the first longevity step (L-1) of their grades at the start of a fiscal year must remain on this step for at least one (1) year before qualifying for the second longevity step (L-2).

g. All salary increments will be granted at the start of each fiscal year.

Employees still receiving more than the sixth step of their pay grade, and who are not eligible for a longevity step, will remain frozen at their current salaries and classified in their grade at a step designated X6.

Employees whose salaries fall between the first longevity step (L-1) and the second longevity step (L-2) of their pay grades, and who are not yet eligible for the second longevity step will remain frozen at their current salaries and classified in their pay grades at a step designated XL.

Employees who are still receiving more than the second longevity step (L-2) of their pay grades will remain frozen at their current salaries and classified in their pay grades at a step designated XX.

5. TRANSFERS, PROMOTIONS, AND DEMOTIONS: All transfers, promotions or demotions must be cleared and approved by the Director of Non-Instructional Staffing. Employees transferring to a new position must notify their present supervisor two (2) weeks prior to the effective date of the transfer. Every effort should be made to report to the new position at the beginning of the new pay period.
TRANSFERS: When an employee is transferred or reassigned to a position in the same pay grade he will receive no salary increase, except as outlined in 4.a. above.

PROMOTIONS OR UPGRADES: When an employee is promoted or assigned to a position which is classified in a higher pay grade, he shall be given an increase to the first step of the new salary range effective the start of the next pay period after Board approval. When his current salary is already in excess of the first step, he will be placed on that step of the new grade that provides at least the equivalent of one salary step increase. If his salary is equal to or above the maximum of the range for the position to which he is assigned, no change in salary shall be considered.

DEMOCTIONS:

a. Unsatisfactory Performance
In the event an employee is demoted to a position in a lower pay grade as the result of inability to perform satisfactorily in the higher grade, or is reassigned to a position in a lower pay grade at his/her own request, that employee shall be placed within the lower pay grade determined by the years of creditable service within the system.

b. Reclassification of Job to a Lower Pay Grade
In the event a position is reclassified to a lower pay grade and the incumbent cannot be placed in a position of comparable pay grade, the individual's rate of pay shall remain the same unless the current rate of pay is above the maximum of or the new pay grade in which instance the rate of pay shall be reduced to the maximum of the new pay grade except that the rate of pay will not be placed on the first longevity step (L-1) or the second longevity step (L-2) of the new pay grade until completion by the employee of 10 or 12 years of creditable service respectively, in accordance with standard policy.

c. Transfer to a Lower Pay Grade in Lieu of Layoff
In the event an employee is transferred to a position in a lower pay grade in lieu of layoff, the pay rate of the employee will be the rate step in the lower pay grade into which transferred corresponding to the rate step of the pay grade from which transferred.

6. ESTABLISHMENT OF NEW POSITIONS: All requests for the establishment of positions new to the Non-Instructional Classification Plan will be first written up on a position questionnaire and submitted to the Wage and Salary Administrator for evaluation and recommendation for paygrade assignment.

New positions so established will be audited after they have been functioning for a reasonable period of time, to insure the correctness of the level of duties, responsibilities, and pay grade assignment.
7. RECLASSIFICATION OF POSITIONS: Requests for evaluation of position classification may originate from employees or supervisory personnel and should be directed to the Personnel Department. The processing of such a request shall not be delayed, deferred or denied and shall not require the approval of the immediate supervisor or department head. Employees are further reminded that requests for reclassification to higher level positions cannot be considered unless the employee meets the minimum qualifications including minimum standard test or licensing requirements.

Denied reclassification requests will not be reconsidered for a period of twelve (12) months except under extraordinary circumstances such as complete department reorganizations.

Salary increases upon upward reclassification shall be adjudicated in the same manner as salary increases for promotion.

8. STANDARD WORKWEEK: The standard workweeks have been established by The School Board of Dade County as follows:

40 hours – commencing immediately after midnight on Thursday and running for seven consecutive days ending on midnight the following Thursday.

48 hours – for all full-time service employees of the Lindsey Hopkins Hotel who are covered under the Fair Labor Standards Act.

9. OVERTIME PAY:

All full-time non-instructional employees other than certain executive, administrative and professional personnel are considered non-exempt employees and are covered by the provisions of the Fair Labor Standards Act.

Non-exempt employees are entitled to the benefits of the law such as overtime pay at one and one-half their regular rate, a limitation of hours worked without payment of overtime, and a guaranteed minimum wage. Overtime can only be approved by Assistant Superintendents, Associate and Area Superintendents, or the Superintendent's Assistant and in all cases must have prior approval.

Overtime distribution lists shall be established to provide for distribution of available overtime as equitably as possible to qualified employees affected in their groups at the geographic work locations. Employees refusing overtime shall be charged with the number of overtime hours refused. The overtime list shall be maintained and reviewed annually consistent with the work year.

10. EXTRA TIME PAY FOR SCHOOL BUS DRIVERS:

School bus drivers shall be paid at their regular rate for all hours which they are required to work beyond their regular twenty (20) hour weekly task assignment, up to an aggregate maximum of forty (40) hours per week.
Extra-time distribution lists shall be established to provide for distribution of available extra-time as equitably as possible to qualified employees affected in their groups at the geographic work locations. Employees refusing extra-time shall be charged with the number of extra-time hours refused. The extra-time list shall be maintained and reviewed annually consistent with the work year.

NOTE: The Classified Salary Schedule is based on 260 work days per year. Should the actual days in the fiscal year vary from 260, the employee will be paid for actual days times his daily rate (due to the payroll being computerized, the daily rate will always be calculated by dividing the annual salary by 260). Hourly, daily or bi-weekly rates for each pay grade and step shall be computed to a third decimal place which shall, in each case, be rounded off to the next higher penny. Penny "breakage" will always be in favor of the employees in order to avoid any under-payments of stipulated annual salaries.

11. SUMMER EMPLOYMENT FOR NON-INSTRUCTIONAL PERSONNEL REGULARLY EMPLOYED ON A LESS THAN TWELVE MONTH BASIS:

Non-instructional employees who regularly work on a 10-month or lesser basis, and who file applications for summer employment prior to the end of April shall, all things being equal, be given priority consideration on temporary summer job openings for which they qualify.

No guarantee can be made that every such applicant for summer assignment will be employed. Every effort shall, however, be made to offer work opportunities equitably, within the limits of geographic availability and the skills and abilities of applicants for summer employment.

Salaries for such additional summer employment shall be governed by salary schedules in effect for the position occupied during the period worked. Employees on temporary summer assignments will work the same hours and days as other employees at the work locations to which they are assigned.

Other than sick leave or military leave in accordance with Board policy, no leave of absence with pay will be approved.

12. FOOD SERVICE MANAGER CLASSIFICATIONS:

A. Food service manager levels are based on a combination of education and meal participation factors plus completion of the Manager Intern Program as follows:
1. Manager levels will be based on the preceding years' average participation factor at the beginning of each school year. Managers who experience drastic reductions in participation will be notified in writing during the school year by the Central Food Service, so that a possible change in classification and salary can be anticipated for the next school year. Manager positions will not be downgraded unless participation falls two participation levels, in which case the position will be lowered to the next level of manager.

* Special food service course or equivalent, and completion of the Manager Intern Program.

** Schools serving less than 300 meals will not be allocated a manager as these will be handled as a base satellite operation.

2. Optional qualification for Food Service Manager I.

Twelve (12) credits from a recognized junior college or university will be accepted in lieu of H.S. diploma. Substitute qualification would be 12 credits plus 6 hours.

B. Exception to the above policy will be through administrative control where it is determined to increase or decrease satellite operations which may change the Food Service Manager classification. In these instances, salaries and classifications will be adjusted immediately effective the beginning of the next pay period, after the date of formal notification to the affected manager by the Central Food Service Office Supervisor.

C. Where no previous history exists, such as a new school, or change in the school day, the Central Food Service Administration will estimate the meal participation factor which will be used to determine the level of food service manager classification to be assigned to said school.

13. SPECIAL EVENTS PAY FOR SCHOOL FOOD SERVICE PERSONNEL:

School food service employees assigned to activities not related to the regular operation of the school food service program shall be reimbursed at one and one-half their regular hourly rates of pay for work performed at such special functions.
14. **RETIREMENT AND SOCIAL SECURITY:**

Unless specifically exempt under the Rules and Regulations, Florida Retirement System, all full-time/part-time personnel employed by The School Board of Dade County, Florida must participate in Social Security and the Florida Retirement Program.

15. **OTHER BENEFITS:**

1. **Uniform Allowances**

   A uniform allowance of $50.00 per year will be paid automotive mechanics, bus drivers, maintenance and stores and distribution personnel, food service workers and managers, and custodians.

2. **Tool Allowance for Maintenance and Transportation Employees**

   Hand tools shall be furnished all employees in the Maintenance and Transportation Departments in accordance with the required list prepared by the Assistant Superintendent for Business Services.

16. **Salary Schedules**

   Negotiated salary schedules shall be placed in the Dade County Public Schools (DCPS) Salary Handbook.

17. **AFSCME SALARY ADJUDICATION**

   For 1979-80, each employee has received a seven (7) percent salary increase, inclusive of and in addition to any increments, above the 1978-79 individual base salary.

   In addition, each employee eligible for step advancement shall receive, prior to January 1981, a lump sum payment not to be added to the base salary.

   For 1980-81, each employee shall receive a seven (7) percent salary increase, inclusive of and in addition to any increments, above the 1979-80 individual base salary.

   In addition, each employee eligible for step advancement shall receive, prior to September 1981, a lump sum payment not to be added to the base salary.

   For 1981-82, each employee shall receive a seven (7) percent salary increase, inclusive of and in addition to any increments, above the 1980-81 individual base salary.

   In addition, each employee eligible for step advancement shall receive a lump sum settlement to be paid bi-weekly and to be added to the base salary.
Each cluster below is a job family. The positions within a job family are listed in rank order.

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<th>JOB TITLE</th>
<th>PAY GRADE</th>
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**OPERATIONS FAMILY**

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**FOOD & NUTRITIONAL SERVICES FAMILY**

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<td>5728</td>
<td>Satellite Assistant</td>
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**STORES AND MAIL DISTRIBUTION FAMILY**

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<td>6368</td>
<td>Foreman-Delivery Section</td>
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<td>6390</td>
<td>Foreman-Receiving Section</td>
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<td>Senior Receiving Clerk</td>
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<td>6376</td>
<td>Inventory Audit Clerk</td>
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<td>Routing Clerk</td>
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<td>6370</td>
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**MAIL DEPARTMENT FAMILY**

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**TRANSPORTATION FAMILY**

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<td>Foreman-Machine Shop</td>
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<td>Upholstery Repairer-Motor Vehicles</td>
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**POSITIONS IN BOTH MAINTENANCE AND TRANSPORTATION FAMILIES**

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<td>6084</td>
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<td>6092</td>
<td>Vehicle Maintenance Helper</td>
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<td>6360</td>
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<tr>
<td>6380</td>
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<tr>
<td>6361</td>
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**MEDIA PROGRAMS - AUDIOVISUAL FAMILY**

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<td>Audiovisual Systems Technician</td>
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<td>Audiovisual Operator-Clerk</td>
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**MEDIA PROGRAMS - RADIO SERVICES FAMILY**

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<td>5322</td>
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<tr>
<td>5304</td>
<td>Senior Animator</td>
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<td>5340</td>
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<td>5306</td>
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**MEDIA PROGRAMS - TV/RADIO ENGINEERING FAMILY**

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<td>Radio/TV Engineer II</td>
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<td>5315</td>
<td>TV Control Operator</td>
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<td>TV Master Switcher</td>
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**LHEC-HOTEL FAMILY**

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<td>Housekeeper</td>
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<td>Hotel Cleaning Attendant</td>
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**LHEC-BUILDING OPERATIONS FAMILY**

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<td>Chief Elevator Operator/Starter</td>
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**TECHNICAL EDUCATION CENTERS FAMILY**

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**OTHER**

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-53-
### 1981-82 SALARY SCHEDULE FOR:

**JOB CODES**

- **Office Machine Repair Job Family**: 6431, 6432, 6433
- **Equipment Mechanic Service Job Family**: 6160, 6161, 6162
- **Vehicle Mechanic Job Family**: 6080, 6081, 6082, 6083, 6084, 6089, 6090

#### Effective November 13, 1981

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</table>

Formerly Pay Grades 23, 24, 25 on B4 Schedule
APPENDIX V

APPENDIX V -- TOOL ALLOWANCE (New Section)

TOOL ALLOWANCE

SECTION 1

Employees in the job classifications footnoted in Appendix IV, who, as a condition of their employment, are required by the School Board to provide and maintain their own hand tools in accordance with required tool lists stipulated by both parties to be adequate to meet the needs of the individual trades, established and maintained by the School Board, will receive an annual monetary allowance equal to 16.6% of the agreed value of the list. The approved tool list and replacement prices shall be modified prior to the effective date of this agreement to reflect (1) changes in the tool list due to changes of requirements and the state of the art, and (2) changes in replacement prices of the tools in the approved tool list. The allowance will be paid in one annual payment, based upon qualification and calculation as of the last working day of September.

SECTION 2

Employees hired or promoted during the period preceding the annual calculation will receive a prorated allowance, based upon full months of employment. A major portion of the work days in a month will be counted as a full month. Employees terminated for just cause will not receive an allowance for the period in which they are terminated. Employees who die, retire, or are laid off will receive a prorated allowance based upon their last date of employment.

SECTION 3

Each tool list shall include only those tools that are appropriate to the safe and efficient performance by the employee of the duties assigned within the job classification. Reasonable substitutions of tools shall be permitted with authorization by the Board. When changes are made in the list, or new tools are required by the Board, a reasonable period of time shall be allowed each employee to purchase the tools necessary for compliance with the tool list covering the job classification.

The Board shall make no requirements with respect to brand names or place of purchase of required tools, however, standards of quality and safety established the bid specifications in the original acquisition by the Board must be maintained.

SECTION 4

All tools and tool boxes currently the property of the School Board that have been issued to employees in the designated classifications shall become the property of those employees to whom issued. In order to compensate the Board for the cost of these tools, the tool allowance as
agreed to the above shall not be paid for the first one year of this agreement, but shall become effective thereafter. During this period and thereafter, additions and replacements shall be the responsibility of the employee.

All new employees hired after the effective operation of this agreement shall be required to furnish their own hand tools as per the approved hand tools lists and shall be eligible for allowance as described herein. In the event an employee is terminated before the Board is fully compensated for the value of tools supplies, the employee may elect either of two courses of action:

1. Return the complete set of tools to the Board and forfeit entitlement to any allowance which may have accrued; or,

2. Retain the complete set of tools and make suitable arrangements to complete the compensation to the Board prior to receipt of any terminal pay which might be due.

Should the employee leave without making an election, the Board, at its discretion may exercise choice 2 above, and make appropriate deductions from any monies otherwise owed to the employee.

SECTION 5

Any necessary tools or equipment not on an approved hand tool list shall be designated as "shop tools", and shall be furnished by the School Board. Such tools shall remain the property of the Board. In general, the term "shop tools" shall designate power-driven equipment, hand tools of a size not normally carried in a portable tool box, and meters, gauges and similar test equipment. This definition shall be subject to interpretation by comparison with existing tool lists, the customs of the trade and negotiation when required.

SECTION 6

The School Board shall continue to provide current levels of security for storage of tools and tool boxes in School Board facilities during off-duty time. In the event of the theft of tools from proper storage, the employee shall file a loss claim with Board's Risk Management Division or assigned carrier. Awards, settlements, and other decisions affecting the claim will be governed by the terms of the agreements or policies then in force. The employee shall be responsible for replacement of any items stolen during the normal work day when the employee is on duty, (such times, for the purpose of this section, shall include meal and other break times) or at any time, as a result of personal negligence.

SECTION 7

Employees shall be entitled to remove any of their personally owned tools (including those that become their property due to the operation
of this agreement) from their work site for off-duty use, subject to regulations detailing the method of such physical removal and other provisions of this agreement. A full set of tools, as listed, must be available for use on any regular work day or for use on any authorized overtime. Such availability shall be subject to Board verification upon demand, and subject to disciplinary action in accordance with Article XII if not maintained. If any employee chooses to add tools to those required, they must be itemized on the employee's official inventory on file at the work location with an appropriate valuation for personal insurance claims only. Loss of claims for any such tools not properly listed will be contested.
<table>
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<tr>
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<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Acting&quot; Appointment</td>
<td>13</td>
</tr>
<tr>
<td>Administrative Directives</td>
<td>5</td>
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<tr>
<td>Arbitration</td>
<td>9</td>
</tr>
<tr>
<td>Assignability</td>
<td>33</td>
</tr>
<tr>
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<td>30</td>
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<td>15</td>
</tr>
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<td>18</td>
</tr>
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<td>31</td>
</tr>
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<td>22</td>
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<td>13</td>
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<td>11</td>
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