



2016 – 2019

Contract

Between

The School Board of Martin County

and

AFSCME Florida Council 79

Local 597

2018 - 2019 Additions

Published:

Contract Agreement
Between
The Martin County School Board
And
AFSCME FLORIDA COUNCIL 79
Local 597

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ARTICLE 1

RECOGNITION (PREAMBLE)

The Martin County School Board hereby recognizes the Martin County School Board employees A.F.S.C.M.E., Council 79, Local 597, PERC Certification 1057, as amended by PERC/Order 94E-136 issued May 24, 1994, in Case #RA-94-004 as the exclusive bargaining representative with respect to wages, hours, terms, and conditions of employment for all regular full and part-time non-instructional white collar and blue collar employees.

ARTICLE 2

AGREEMENT

This Agreement is between the School Board of Martin County, hereinafter called the Board, and the Martin County School Board employees, A.F.S.C.M.E., Council 79, Local 597, hereinafter called the Union, representing the blue collar and the white collar employees in the non-instructional unit.

ARTICLE 3

NON-DISCRIMINATION

A. Non-Discrimination

Neither the Board nor the Union will discriminate against any employee of the bargaining units on the basis of race, age, sex, religion, physical disabilities, national origin, political belief, participation or non-participation in employee organizations, or participation or non-participation in a grievance or FMLA requests.

ARTICLE 4

CONDITIONS OF EMPLOYMENT/GENERAL EMPLOYMENT PRACTICES

A. General

1. The work-week for eight (8) hour per day employees shall be forty (40) hours exclusive of lunch, Monday through Friday, unless otherwise specified in the job description or job posting. Employees may volunteer for flexible schedules if needed, at their regular hourly rate of pay.
2. Regular employees who work less than eight (8) hours per day, but more than four (4) hours per day shall work as contracted and scheduled. A period for lunch shall be provided. Whenever possible, paraprofessionals will be given an uninterrupted, duty free lunch. All Full-time paraprofessionals shall be paid at least 7.5 hours per day, including lunch and are not permitted to leave their work site during a paid lunch period.
3. Regular employees who work four (4) hours or less per day shall work as contracted and scheduled.
4. Breaks shall be as follows:
 - a. Eight-hour and seven and one half hour employees shall have two (2) fifteen minute breaks included in their work day.
 - b. Employees who work a minimum of four (4) hours shall have one (1) fifteen minute break included in their workday.
 - c. Ten-hour employees shall have two twenty minute breaks, one in the morning and one in the afternoon, included in their workday. The employees shall not exceed a total of twenty minutes on any one break.
5. It shall be the right of the managerial supervisor or administrator to establish work assignments and schedules.
6. Management may assign an employee to a duty assignment out of his/her classification without a change of pay and status for a period not to exceed fifteen (15) continuous workdays. An employee who works fifteen (15) or more continuous workdays in a higher classification will receive notice of such training in his personnel file. After said fifteen (15) days, an employee working in a higher status will receive the higher rate of pay. An employee working in a lower classification will remain in his present rate of pay.
7. Management shall notify employees not less than five (5) working days before a change in their shift hours or starting time except in case of emergency, or where the job description requires the employee to have the ability to work flexible hours.

8. Overtime and compensatory time will be in compliance with the Fair Labor Standards Act (FLSA). The District's Guidelines regarding 'Accumulating and Using Compensatory and Flex Time' are available from the Payroll Department and included in all Non-Instructional Employee Handbooks beginning with the 2012/2013 edition.
9. In the event that the Superintendent declares an emergency closing of schools and employees are not called to work, such employees' annual contract period shall not be reduced for the days not worked. Subsequently, because of the additional work required to prepare the schools for re-opening, employees will accept additional job assignments, hours and unusual conditions during the period required for such rehabilitation, for compensation.
10. It is the responsibility of each employee to promptly report on the safety form, to his/her immediate supervisor, any hazardous or unsafe conditions. A form shall be forwarded by the Executive Director for Operations Services or designee and to the President of the union and a copy shall be retained by the employee. No employee shall receive a reprimand for filing a safety form.
11. Abandonment of Position
 - a. Any employee absent for three (3) consecutive work days who fails to notify his/her work site management supervisor of that absence during those three (3) days shall receive a written reprimand.
 - b. Any employee absent for four (4) consecutive work days who fails to notify his/her work site management supervisor of that absence during those four (4) days shall be considered to have abandoned his/her position and resigned as of his/her last day of work attendance.
 - c. An employee who has not reported to work for three (3) work days after the closing date on a workers' compensation claim shall be considered resigned as of that closing date.
 - d. If an employee's request for leave of absence is disapproved and the employee takes unauthorized leave, the administrator shall place the employee on leave without pay and after an absence of four (4) consecutive work days shall consider the employee to have abandoned the position and resigned from the school district.
12. Paid Holidays

The 25th of December, the 1st of January, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Martin Luther King, Jr. Birthday shall be paid holidays. An employee must be in a paid status (i.e. annual or sick leave) the regularly scheduled work day immediately before and after a holiday in order to be eligible for payment for the holiday.

13. Smoking and the use of smokeless tobacco products are prohibited on all School Board property, (owned and leased) and also prohibited while on duty in the presence of students. The ban also applies in vehicles operated by the School Board, owned and leased. This ban applies equally to employees, students and members of the public.
14. If students and teachers receive early dismissal, paraprofessionals will be permitted to leave upon conclusion of their assigned duties.
15. Shortage of Days: For 248 day employees, in the event that the work calendar falls short of 248 days, the employee shall have the option, with the approval of their supervisor, to use personal or vacation leave to make up the days instead of working 4 day 10 hour shifts to make up the days.

GENERAL EMPLOYMENT PRACTICES

- A. Upon appropriate written authorization from an employee, the Board shall deduct from the salary of the employee and promptly make appropriate remittance for annuities, credit union, charitable donations and insurance deductions which meet the established criteria of the Board.
- B. Legal Recourses
If an employee is a victim of assault and/or battery during the discharge of his/her duties, he/she may pursue whatever legal recourses normally open to him/her without restraint by the Board or its representative. If the employee has property damaged thereby, he/she shall be reimbursed by the Board for such loss up to \$200.00. The decision of the Superintendent shall be final and payment shall not be construed as an admission of negligence, fault or guilt on the part of the Board.

C. The Board will, from time to time, reclassify a position for one of the following reasons, with notice to the Union at the same time as the Board, prior to Board action, for any and all positions:

1. **Reclassification**
 - a. assignment of additional or different duties
 - b. the level of responsibility is changed
 - c. leveling of jobs of a similar nature
 - d. reorganization

2. **Work Load Quotas**

When an employee alleges that the employee is being regularly required to carry an inequitable work load quota the employee may request in writing the Chief Human Resource Officer review the work load quota assigned to the employee. The Department Head or his/her designee shall make the final written decision on the complaint within twenty (20) days. Said decision shall not be subject to the grievance procedure. The Union shall be notified twenty (20) days prior to any classification of level change, for any and all positions.

D. District payroll errors in excess of fifty dollars (\$50) shall be given priority treatment for correction within four (4) days.

E. **PAY AT HOURLY RATE**

1. Salary checks will be paid every two weeks for twenty-six (26) pays for all employees, regardless of whether the pay date is a holiday/non-work day. If the pay date is a banking holiday, then the pay date would be one day earlier. If the physical rotation of the calendar should result in more than 26 pays in a fiscal year, the District reserves the right to shift pay dates so that the maximum number of checks an employee can receive in any fiscal year is twenty-six (26). Should that situation occur, then the pay date would be the next banking day.

The District proposes a Memorandum of Understanding to form a joint Pay Calendar Committee with four (4) representatives each from the district, AFSCME and MCEA to meet over the next school year and explore moving from the current 26 pay calendar to a bi-monthly pay calendar.

All benefit deductions and contributions will be accrued on a 24-pay cycle basis. All insurance deductions are to be deducted during the month of the coverage period to ensure adequate funding/payment for employee-paid benefits. Adjustments to employee deductions must be authorized by the employee in advance (excluding making up missed deductions). All adjustments to employee

insurance must be made within sixty (60) calendar days of being past due. Employees are responsible for all unpaid due insurance premiums. Failure to pay past due premiums within sixty (60) calendar days will result in termination of coverage effective the end of the month in which premiums were paid to date. The District shall give the employee written notice mailed to the employee address on file with Human Resources that the employee is past due within fifteen (15) working days of the first past due insurance premium payment. The final pay will be issued on the regularly scheduled pay date for the pay period in which the work is performed with certain exceptions. Pay checks shall normally be issued the Thursday following the end of the pay period. The implementation of this article shall not result in the loss of pay for any bargaining unit employee, although the last pay check(s) may be issued in the ensuing fiscal year.

- F. Employees who are promoted to a higher level position will be placed on the first step of the salary schedule that allows for an increase in pay, including the employee's years of related experience credit.
- G. For additional step increases, an employee may present verification of prior similar experience. Acceptable prior experience shall place an employee no higher than step ten (10) on the salary schedule. A maximum of one year of experience will be granted during any one fiscal or calendar year.
- H. Vacant positions will be posted at all worksites, prior to filling the position, except in the case of reassignments. When filling vacancies, preference will be given to those personnel currently employed by the Board first, giving special consideration to the applicant's qualifications, experience, seniority and evaluations. Next considered will be other persons with applications on file, and then all others. Preference in this contract shall be defined as an important factor to be considered in the current employee's favor and not an absolute criterion for selection.
- I. Voluntary transfers: An employee desiring a transfer shall submit a written request to the Personnel Office stating the specific assignment or nature of the assignment and the school or schools preferred.
- J. An employee who has worked one half of a full contract year for that position, plus one day, shall be granted one year of experience on the salary scale.
- K. It is understood that the Board, without violating the terms of this contract, may arrange schedules to include a four (4) day week in which full-time employees may be expected to work ten (10) hours a day.

L. **PROBATIONARY EMPLOYEE:**

New employees hired in the bargaining unit shall be on probationary status for the first ninety (90) working days. After the ninety (90) working days a probationary employee becomes an annually contracted employee subject to annual reappointment (renewal). Such employees in probationary status may be dismissed at any time without explanation.

M. **ANNUALLY CONTRACTED EMPLOYEE:**

For the first three (3) years of continuous employment in a job category an employee shall have annual contracted status. Such employees are subject to reappointment (renewal) and no legal cause is required of the School Board in the event that the employee is not re-appointed. Annually contracted employees who are not recommended for reappointment shall be notified of this no later than twenty-five (25) working days prior to the last student day of each year. A list of all non-renewals, return to annual contract and return to fourth year annual contract appointments will be provided to the AFSCME President once all employees have been notified. Upon request, the District will provide the AFSCME President with a copy of any dues paying member's non-renewal letter, return to annual contract letter or return to fourth year annual contract letter.

N. **REGULAR EMPLOYEE:**

An employee that has worked for three (3) continuous years in the same job category shall have regular status. Such employee shall automatically be continued from year to year unless notified in writing by the Superintendent no later than twenty-five (25) work days prior to the last student day that he/she is being returned to an annual contract. At the time of such notice, the Superintendent will give specific written reason(s) for such action. At the end of the following year the employee would either be returned to regular status or his/her contract will not be renewed. After five (5) years of continuous service with the Board, any employee who is returned to Annual contract shall have the right to grieve said status through arbitration. Nothing in this article limits the Board from properly taking disciplinary action against an employee, up to and including dismissal, during the term of this contract.

- O. If any employee with regular status changes job categories, he/she shall retain his/her regular status for the first nine (9) months in the previous job category. He/She will have probationary status for the first nine (9) months in the new job category and the employee can be returned to his/her first job category at any time during the probationary period or attain regular status in the new job category after successful completion of the probationary period.

- P. In the event that the School Board of Martin County and AFSCME Local #597 fail to reach agreement prior to July 1, and through the negotiated process, it is mutually agreed that salary increases will be paid retroactively. Only those employees who have not been discharged or who have not resigned prior to the date of the Union ratification will receive retroactive pay. Those employees retiring under the Florida Retirement System during the period of time of the negotiations for the collective bargaining agreement shall remain eligible for retroactive pay.
- Q. Each employee shall be provided with his/her current job description and all amendments as they are approved. The contents of the job description are not contractual, subject to negotiations or grievances.
- R. Employees who are provided a uniform allowance or uniform rental are required to be in uniform while on duty. Only exception will be for school spirit shirts worn on school spirit days for employees who wish to participate.
- S. All Martin County School District Food Service Employees shall be in Martin County School District uniforms. The complete uniform, which shall consist of a **collared polo-style shirt, khaki or black pants, name badge, and slip-resistant shoes**, shall be neat and clean.
- T. The District shall provide Food Service Employees with five (5) sets of uniforms, consisting of five (5) shirts and five (5) pants. The District shall also reimburse each Food Service Employee for up to eighty-five (\$85) safety shoe allowance for the purchase of **slip-resistant shoes**. The District shall replace or repair parts of the uniform that become unserviceable because of (1) normal wear and tear or (2) damage, if through no fault of the employee while in the line of duty.
- U. In the event that the Board awards a Cost of Living Increase (COLA) and/or additional compensation in the form of a bonus which is not performance based to District employees, AFSCME bargaining unit members will receive a commensurate COLA and/or bonus.
- V. An employee may be authorized to use a privately owned vehicle in the conduct of authorized District business. Employees that use their own cars for District business must carry the minimum insurance required by law. Employees authorized for such vehicle use will receive mileage reimbursement based on the rate established by the Internal Revenue Code upon submission of the appropriate claim form. Aside from mileage, the District assumes no costs that may be incurred as a result of the use of such privately-owned vehicles.
- W. Food service employees shall be notified of scheduled dates for fall in-service training no later than five (5) calendar days after the employees' final schedule last contracted work date.

- X. Food service employees required to make monetary bank deposits on behalf of the District shall remain on the clock and shall be compensated until the time when the deposit is made. The time of deposit shall be determined by the deposit slip. Additionally, such food service employees will receive mileage reimbursement as provided in section V. of this Article.

ARTICLE 5

GRIEVANCE PROCEDURE

- A. A grievance is defined as a dispute between a management representative and an employee or a group of employees, by names, or by the Union, involving the interpretation or application of this Agreement.
- B. All employees within the bargaining unit have the right to be represented at any step of the grievance procedure, including the informal step, by the Union. Pursuant to Florida Statutes, certified employee organizations shall not be required to process grievances for employees who are not members of the organization. However, nothing shall prevent any employee from presenting, at any time, his own grievance, and having such grievance adjusted, if the adjustment is not inconsistent with the terms of this Agreement and the Union has been given opportunity to be present at any meeting called for the resolution of such grievance.
- C. A grievance may be withdrawn at any level but the same grievance may not be filed a second time by the same party. After a grievance has been withdrawn by the grievant(s), the Unions are prohibited from continuing the grievance on behalf of the same employee(s).
- D. For the purpose of the Grievance Procedure, days are defined as those Board designated work days, Monday through Friday, exclusive of legal Board holidays.
- E. For the purpose of a grievance, the grievant may have an authorized Union Representative present at all grievance meetings. Grievances will be processed in such a manner that there will be no interruption of normal Board activities and work flow. When appropriate, and in order to facilitate the scheduling of meetings and resolution of grievances, release time for the participants may be granted by the Board.
- F. In the event that the employee has a complaint, he/she shall abide by the management decision involved prior to and during the time the grievance is being processed. A grievance not answered by the School Board within the time limits provided shall permit the employee, or the union, where appropriate, to proceed to the next step. Any grievance not advanced by the employee(s) to the next higher step within the time limits provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer most recently given.

INFORMAL STEP

If a dispute should arise, the employee shall first informally discuss the problem with his immediate supervisor within ten (10) working days of the occurrence or when the employee should have had knowledge of the incident giving rise to the dispute. If a complaint is not resolved within ten (10) working days following such informal discussion, the employee may, within ten (10) working days thereafter, initiate a formal grievance. If the grievant does not file a grievance within ten (10) working days after the resolution of the informal discussion period, the right to proceed with this grievance for this incident is waived by all parties.

STEP ONE

The formal grievance should be filed with the appropriate Step One Management Representative as designated in the chart. Recipients at other levels are also indicated. A written statement of the grievance signed by the employee shall be submitted on the provided form to the Step One Management Representative setting forth the alleged facts on which the grievance is based, the specific article or section of the Agreement allegedly violated, and the relief requested. The original grievance is filed with the Step One Management Representative, and a copy shall be forwarded by the employee to the Union. Forms for Steps Two (2) and Three (3) and requests for arbitration should be forwarded to the same people. Within seven (7) working days after the filing of a grievance, the Step One Management Representative will meet the grievant and his/her representative, if he/she requests one, and formally discuss the grievance and examine any supporting evidence available so that a formal resolution of the dispute may be found between the two parties. The management decision shall be entered in a written statement that is to be signed by both parties within five (5) working days of the meeting. Signature of the grievant indicates only receipt of the decision. Forms B and C are handled the same way. Copies of this statement will be made a part of the original grievance form by attachment and forwarded to the recipients of the original grievance. If the grievant is not satisfied with the decision at Step One, he/she may submit grievance appeal Form B to the appropriate person. This must be done within seven (7) working days of receipt of the Level One management decision.

STEP TWO

Within seven (7) working days of the receipt of the grievance appeal, the management representative shall review the appeal and shall render a decision within seven (7) working days of said review. The Step Two management representative may hold a meeting to discuss the grievance. A copy of this decision shall be supplied to the grievant and to the parties receiving the original grievance. If the grievant is not satisfied with the decision at Step Two, he/she may submit Grievance Form C to the appropriate person within seven (7) working days of the receipt of the Step Two management decision.

STEP THREE

Within ten (10) working days of the receipt of appeal, the Superintendent or his/her designee shall meet with the grievant and his/her representative to hear the appeal. Within five (5) working days of said date, the Superintendent or his/her designee shall render his/her written decision based on the materials presented. Copies shall be distributed as above.

ARBITRATION

If the grievant is not satisfied with the disposition of the grievance in Step Three; he/she may submit his/her grievance to the binding arbitration by notice of the Superintendent within fourteen (14) working days of the receipt of the Level Three decision. Said arbitration shall be before an arbitrator or other neutral person satisfactory to both the employee and to the Board. The selection of the arbitrator shall be in accordance with the Federal Mediation and Conciliation Service. Once a panel of potential arbitrators is forwarded the Board and the Union will alternately strike names until one name remains. The Board shall strike first. The disposition made by the impartial arbitrator or neutral person shall be binding on both parties.

LIMITATIONS ON THE POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator and he/she shall be empowered, after due investigation, to make a decision of alleged violation of the specific articles and sections of this Agreement.

- a. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. He/She shall have no power to change any practice, policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board except where there is a possible violation of a section of this Agreement. His/Her powers shall be limited to deciding

whether the Board has violated the express articles or sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board other than that which is specifically included in this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board. In rendering his decision, an arbitrator shall give due regard to the responsibility and rights of the Board and employee(s) and shall so construe the Agreement that there will be no interference with such responsibilities and rights except as they may be specifically conditions by this Agreement.

The expense of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript shall be borne equally by the employer and the Union. However, all other expenses incurred by either party in its preparation shall be borne by the party incurring same.

ARTICLE 6

DISCIPLINE

- A. Discipline of employees shall be progressive except for serious offenses. When necessary, and for just cause, employees covered by this Agreement may be disciplined in the following ways, but not necessarily in this order:
1. Oral warning
 2. Written reprimand
 3. Reduction in grade
 4. Suspension
 5. Dismissal
- B. If the management representative has reason to address an employee performance concern or issue a written or oral reprimand to an employee, it shall be done in a professional manner that will not embarrass the employee before other employees or the public. This provision does not pertain to discipline matters brought before the School Board for board action.
- C. The grounds for immediate suspension or dismissal shall include but not be limited to the following:
1. Immorality
 2. Gross insubordination
 3. Willful neglect of duty
 4. Incompetence
 5. Misconduct in office
 6. Substance abuse including alcohol
 7. Conviction of any crime involving moral turpitude
- D. When an allegation of wrongdoing or a complaint against an employee is investigated by the Board, the employee shall be notified of the nature of the complaint and shall have the opportunity to seek representation prior to any investigatory meeting. The employee shall have an opportunity to respond to the allegations or complaint during the investigation. When a request for representation has been made, no such meeting shall take place until such representative shall have the opportunity to be present. In all Board investigations resulting in discipline, the employee shall receive a copy of the investigator's report.

- E. Any non-probationary employee who is recommended for suspension or dismissal during the term of his/her appointment shall be entitled to a hearing under the provisions of Chapter 120, Florida Statutes, if requested in writing prior to the date of the School Board meeting where such suspension or dismissal is an agenda item. Such employees may have Union or legal representation at the employee's option. This provision of the agreement regarding dismissal is not intended to apply to non-renewal of appointments.
- F. There shall be no written reprimand placed in an employee's personnel file unless the employee has been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement must be submitted to the Chief Human Resource Officer within fifteen (15) working days of the receipt of his/her copy of the reprimand.
- G. When possible, a copy of a written reprimand will be hand delivered to the employee by the management representative responsible for that reprimand. Employee's signature indicates only receipt of the reprimand, not agreement with it.
- H. If an employee receives a hand delivered reprimand and refuses to sign it, the management representative will note the refusal in writing on the reprimand before forwarding it for placement in the employee's personnel file.
- I. If an employee who is to receive a written reprimand is absent from work or cannot be located, a copy of the reprimand will be mailed to his/her last known address. The management representative will note the mailing date of the reprimand before forwarding it for placement in the employee's personnel file.

ARTICLE 7

EVALUATIONS

- A. An employee shall be evaluated once a year and given a personal interview with the immediate supervisor responsible for the evaluation, providing that the immediate supervisor holds administrative classification. Evaluations shall be done in a private setting.
- B. No written evaluation shall be placed in an employee's personnel file unless the employee has been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement must be submitted within fifteen (15) working days of the receipt of his copy of the evaluation. The rebuttal statement shall be forwarded by the employee to the Chief Human Resource Officer.
- C. No evaluation shall be placed in an employee's personnel file unless the employee has signed the document and received a copy thereof. The signature indicates only that the employee has had the opportunity to read and has received a copy of the evaluation.
- D. Employees who receive an unsatisfactory rating on part of their evaluation will receive a written description of their deficiencies with suggested remedies. All employees shall receive an evaluation no later than seventy-five (75) calendar days prior to the end of the school term.
- E. Although a formal evaluation is conducted only once a year, the management representative will advise the employee of any deficiencies in his/her work performance, give time for improvement, and suggest remedies for improved performance using the District's Improvement Plan form #149A. Employees will only be evaluated on their job performance.
- F. All personnel shall be fully informed of the criteria and procedures associated with the evaluating process before evaluating takes place.
- G. In the event that an employee holding regular status pursuant to Article 4.N. is not performing his/her duties in a satisfactory manner, the evaluator shall notify the employee in writing using the District's Improvement Plan form #149A of such determination and describe such unsatisfactory performance. The evaluator shall thereafter confer with the employee, make recommendations with respect to specific areas of unsatisfactory performance and provide assistance in helping to correct such difficulties within a reasonable prescribed period of time, prior to evaluation, using the District's Improvement Plan form #149A.
- H. The parties agree that individual employee evaluations are not to be substituted for discipline. However, the parties understand that evaluations are necessarily considered by the management representative when an employee must be disciplined for continuous substandard performance.

- I. The Board shall determine the format and structure of the evaluation document. The Board agrees that its supervisors will be trained in the utilization of the evaluation document and that it will encourage supervisors to see that the document is utilized in a uniform manner throughout the system.
- J. The Board and Union agree to the formation of a committee to study evaluation procedures. The committee shall be composed of six persons, three selected from the administration and three selected by the Union

ARTICLE 8

PERSONNEL FILES

- A. Personnel files shall be maintained according to the following provisions:
1. The term "personnel file" means all records, information, data, or materials maintained by the Martin County School District, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee whether maintained in one or more locations.
 2. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.
 3. No anonymous letter or anonymous materials shall be placed in the personnel file.
 4. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
 5. No such materials may be placed in a personnel file unless they have been reduced to writing within 45 work days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials.
 6. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify them as needed.
 7. A copy of such materials to be added to an employee's personnel files shall be provided to the employee either:
 - a. By certified mail, return receipt requested, to his or her address of record, or
 - b. By personal delivery.
 8. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its content. An employee's refusal to sign a document when the employee's signature only indicates receipt of the document will not prevent the filing of the document in the employee's personnel file.
 9. An employee has the right to answer in writing any such materials in a personal file and the answer shall be attached to the file copy. An employee has the right to request that the district school superintendent or the superintendent's designee make an informal inquiry regarding material in the employee's personnel file which the employee believes to be false. The official who makes the inquiry shall append to the material a written report of his or her findings.

10. Upon request, an employee, or any person designated in writing by the employee, shall be permitted to examine the personnel file of such employee. The employee shall be permitted conveniently to reproduce any materials in the file, at a cost no greater than five (5) cents per page.
11. The custodian of the record shall maintain a record in the file of those persons reviewing the file each time it is reviewed.
12. An employee shall be confidential and exempt from public record until the end of the school year immediately following the school year in which the evaluation was made.
13. No material derogatory to an employee shall be open to inspection until 10 days after the employee has been notified pursuant to Florida law.
14. Letters of reprimand or letters of counseling which are more than one year old with no reoccurrence of the stated problem or concern shall be considered a favorable indication of employee professional growth for annual employee evaluation or consideration for promotion.

ARTICLE 9

SECTION A

SENIORITY

1. Seniority, except in relation to awarding overtime, shall be defined as the total length of continuous service with the Board. Seniority shall be district-wide and shall be effective from the date of last employment. Time off for Board approved long term leave of absence without pay shall not count toward seniority but such leaves shall not be considered as an interruption of service. Seniority in relation to overtime shall be defined as the total length of continuous service in a particular job coupled with the qualifications and ability to perform the required task(s). Seniority for employees hired on the same date shall be determined based on alphabetical order using the last name of the employee on the Form #18 on the date of hire.
2. Seniority, qualifications, and evaluations will be considered in:
 - a. Promotions
 - b. Work Assignments
3. Seniority will take precedence in:
 - a. Shift assignments, as vacancies occur
 - b. Overtime, exception if an employee is working on a project, that employee receives the overtime in order to complete the task. Overtime can be awarded without seniority taking precedence upon prior supervisor approval if the supervisor determines that
 - (i) an employee has already begun working on a project
 - (ii) completing the project is mission critical
 - c. Leaves
 - d. Summer Programs
4. Employees shall lose their seniority as a result of the following:
 - a. Dismissal
 - b. Resignation
 - c. Non-renewal of contract, unless the employee is re-hired prior to losing any work days in his/her respective job category.
 - d. Retirement
 - e. Layoff exceeding two years.
 - f. Failure to report from layoff within ten (10) work days of receipt of recall.

SECTION B

LAYOFF AND RECALL

1. The Board shall determine the classifications by departments and schools in which employees are to be laid off. In the event the Board determines that the numbers of employees shall be reduced and shall have to choose among personnel as to which should be retained, prime among the criteria to be considered by the Superintendent in making his/her recommendations to the Board shall be seniority, qualifications, and supervisor evaluations.
2. Employees to be laid off shall be notified in writing at least two (2) weeks prior to the effective date. A list of employees laid off shall be forwarded to the Union at the same time the affected employees are notified. Employees shall be recalled in reverse order of layoff in the same job classification. Employees shall be given the opportunity to continue insurance coverage in existing programs during the layoff period subject to the limitations as provided in the guidelines established by federal regulations.
 1. Employees in layoff status will retain recall rights for two (2) years, and shall have priority for recall over new employees.
 2. Recall will be made by certified mail to the last address in the employee's records. Within ten (10) work-days of the certified receipt date, laid off employees must signify their intention of returning to work to the Personnel Office. Failure to respond to the notice will constitute a resignation by the employee.
 3. Layoffs shall be subject to bumping rights as set forth in Article 9, Section F.

SECTION C

SUBCONTRACTING

1. A joint committee comprised of four (4) representatives appointed by AFSCME and four (4) representatives appointed by the Superintendent will be established to discuss bargaining issues regarding subcontracting.

SECTION D

SUPERSENIORITY FOR LOCAL UNION OFFICERS

1. The Local President and next highest ranking officer shall be deemed to have seniority over other employees in the event of layoff and recall so that they can continue to perform their representational functions in grievance assistance and contract administration.

SECTION E

INVOLUNTARY TRANSFERS

1. The Superintendent reserves the right to transfer employees. However, the employee and the Union shall be notified prior to the transfer taking effect. The pay grade of the employee being involuntarily transferred into a lower paying position shall continue at the employee's rate of pay in the higher paying position for one year following notice of the transfer. At the end of that year, the employee shall be placed on the appropriate place on the salary index and paid accordingly.
2. Involuntary transfers, other than disciplinary transfers, shall be subject to bumping rights as set forth in Article 9, Section F.

SECTION F

DISPLACEMENT IN CLASSIFICATION (BUMPING)

1. An employee with five (5) or more years of continuous service with the District who is laid off or involuntarily transferred from his/her present classification may bump into an equal or lower classification in which the employee has previously served. The employee in the equal or lower classification with the least seniority will be displaced.
2. An employee with less than five (5) or more years of continuous service with the District who is bumped, laid off, or involuntarily transferred shall not have bumping rights.
3. In all cases, the employee exercising bumping rights must have greater seniority than the employee who is to be displaced. No person may bump into a job for which he or she is not qualified. **No person may bump into a job from which he or she was previously transferred from for disciplinary and/or performance-based issues.** The School Board's decision regarding whether an employee has been previously transferred for disciplinary and/or performance-based issues shall be final.
4. In the case of a layoff or involuntary transfer from an eliminated position, any employee bumping to an equal or lower classification level shall retain re-employment rights to his or her former position classification.
5. Each year by October 1, the District shall publish seniority lists by classification identifying the seniority of all employees in the classification. Any employee claiming greater seniority in any classification than what is reflected in the lists shall notify the District in writing by no later than October 15. The District shall investigate any such claims and shall amend the lists as appropriate by November 15. If not challenged the original list shall be deemed determinative for purposes of seniority. If the District publishes amended lists after investigating employee claims, the amended lists shall be determinative for purposes of seniority.

6. All bus operators notified of a layoff in accordance with Article 9, Section B, herein shall maintain the bumping rights guaranteed in this Article.
7. Bus operators who are involuntarily transferred to a different route pursuant to Article 9, Section E, shall not have bumping rights as provided in this Article
8. Bus operators involuntarily transferred during a school year as outlined in number 7 of this Article, shall not have their daily hours of work reduced for the remainder of that school year.
9. The District will seek bus operators willing to volunteer to switch routes with the bus operator involuntarily transferred pursuant to number 7 of this Article prior to switching two bus operator routes involuntarily.

ARTICLE 10

LEAVES

A. Sick Leave

1. Sickness or Death

- a. Each employee is credited with four (4) days sick leave the first day of employment. Thereafter, he/she is credited with an additional day at the end of each month of employment not to exceed one (1) day for each month of employ. All sick leave accumulates without maximum. However, for employees hired on or after July 1, 2011, sick leave accrued and transferred in from another qualifying employer under F.S. §1012.61(2)(a)1 shall be brought in for purposes of sick leave only, and not for purposes of terminal pay for accumulated sick leave pursuant to Section C. and/or D. of this contract. The unused portion of sick leave shall accumulate from year to year. Any sick leave taken by an employee shall be charged first against leave earned in the District until exhausted and then against leave transferred in from another qualifying employer under F.S. §1012.61(2)(a)1. Sick leave shall be defined as leave with pay for personal illness or disability of the employee or illness or death of a member of his/her immediate family. Immediate family shall be defined as a spouse, parent, child, brother, sister or other close relative or any relative dependent who resides within the employee's household.

b. Pregnancy

Absence due to illness resulting from pregnancy or disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, may be charged to accrued sick leave at the employee's option provided the employee is on paid duty status. The employee shall keep her supervisor informed as to the date of probable return to the assignment.

2. Personal Leave

- a. Six (6) days of accrued sick leave may be used for the employee's personal business provided the employee can not take more than five (5) days consecutively. An employee planning to use a sick leave day or days for personal business must receive approval of his/her management representative at least one day in advance. The supervisor may waive the one-day advance approval requirement in case of emergency.

b. The parties, the School Board of Martin County and AFSCME Florida Council 79, Local 597, having met to negotiate a solution concerning employee personal leave before or after a holiday recognized on the school district calendar, agree as follows:

- A District leave form (currently Form 10) will be submitted to the employee's supervisor not later than 15 work days before the holiday during which the employee desires to take personal leave;

B. Verification of Leave

1. Upon return from leave as described in paragraph A above, the employee shall complete the necessary forms for verification of the reason for absence. Such forms shall be submitted to the immediate supervisor by the end of the second full day following the employee's return from leave or not later than the end of the pay period. The supervisor shall make the necessary forms readily available. After five (5) consecutive days of absence due to illness and charged to sick leave, an employee may be required to present a physician's statement or other verification as to an employee's reason for absence. Such verification shall be made within five (5) days of the request.
2. The physician's statement of verification of leave for all bus operators must indicate that the employee is fit to return to full duty "as a bus operator without restrictions."
3. Any leave of absence with or without pay shall be approved prior to the leave being taken, except in the case of emergency where the employee must be absent prior to receiving approval from the proper authorities.
4. If misuse of leave is suspected, the Superintendent or designee may investigate and may require a physician's note.

C. Professional leave days with pay may be granted upon approval of School Board to employees for the purpose of:

1. Attending and/or participating in pertinent meetings relating to the employee's job function as determined by the management representative.
2. Performing job function out-of-county.

Three (3) employees may be granted extended unpaid professional leave during the school year for student teaching, vocational training or professional improvement. Application for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the semester in which leave is to commence.

3. Student Teaching

For the encouragement of continued professional development, extended professional leave with pay for a period not to exceed one (1) school semester may be granted by the Board.

- a. Any non-instructional bargaining unit employee, who is a regular employee and has satisfactorily completed six (6) consecutive years of employment in the school district immediately prior to applying for leave to complete his/her student teaching requirements, may apply for extended professional leave with pay.
- b. To be eligible for professional leave with pay under this section, the non-instructional bargaining unit employee must be enrolled in an approved student internship/student-teacher program at an institution of higher learning approved by the appropriate accrediting agency.
- c. Any request for extended professional leave with pay for the first semester must be submitted to the Superintendent or his/her designee no later than May 1st of the preceding school year for which the leave is requested. Any request for extended professional leave with pay for the second semester must be submitted to the Superintendent or his/her designee no later than October 1st of the current school year for which the leave is requested.
- d. No more than three (3) employees may be granted extended professional leave during one school year.
- e. During extended professional leave with pay, the employee's insurance premiums provided according to his/her contract and the FRS contribution shall be paid by the Board.
- f. Extended professional leave with pay may be counted as days worked for the purpose of salary schedule computations.
- g. Extended professional leave with pay shall provide for the employee to receive seventy-five percent (75%) of the salary the employee would have received if in actual service to the district, so long as the employee actively participates in the internship/student-teacher program.
- h. The employee who takes an extended professional leave with pay shall agree in writing to immediately return to employment with the district for a minimum of one (1) year at the conclusion of his/her professional leave with pay. If the employee fails to fulfill this obligation, he/she shall repay the school district salary paid to him/her while on leave and agrees to structure a repayment plan with the district within thirty (30) days. However, if the district does not offer the employee an instructional position upon the completion of his/her teacher certification requirements, then the employee is released from this obligation.

- i. In addition, if an employee withdraws or terminates participation in the internship/student-teacher program for any reason at any time while on professional leave with pay, the employee must notify the Superintendent or his/her designee within forty-eight (48) hours, and the salary and benefits provided for under this section will stop for the remainder of the approved leave. The employee agrees to repay the school district the salary paid to him/her while on leave and agrees to structure a repayment plan with the district within thirty (30) days.
 - j. Nothing herein should be construed to entitle an employee to an instructional position with the district upon completion of student teaching.
- D. Any employee called for jury duty during working hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be paid the normal salary.
- E. Illness in-the-line-of-duty leave not to exceed ten (10) working days shall be granted, with pay/without loss of sick leave, to any employee absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Any employee who has a claim for compensation for expenses incurred as a result of said illness may file a claim for reimbursement with the Superintendent. This claim must include verification that the illness is job-related. All claims shall be reviewed by the Superintendent whose decision will be final.
- F. Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service to a maximum of four (4) years. Such person returning from leave shall be returned to employment, without prejudice, provided application for re-employment is filed within six (6) months following the date of discharge or release from active military duty. The School Board shall re-employ the returning ex-serviceman returning from such leave by not later than thirty (30) days from the date of written notice of intent to return to the Board's employ.
- G. 1. A leave of absence without pay (not to exceed one year) shall be granted to an employee of the bargaining unit for the purpose of childbearing and/or child rearing as follows:
 - a. An employee who is pregnant shall be entitled, upon request, to maternity leave without pay to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said employee shall notify the Superintendent in writing of her desire to take such leave, and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.

- b. A male employee shall be entitled, upon request, to a leave without pay to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoptions.
 2. An employee who is granted a leave of absence pursuant to Section G-1 above shall be subject to the following:
 - a. If an employee notifies the Superintendent of his or her desire to return to active employment within sixty (60) days after termination of pregnancy for any reason, or the acquisition of de facto custody of an adopted child; or within sixty (60) days after commencement of the leave, whichever is later, said employee shall within seven (7) days after receipt of the notice by the Superintendent be assigned to a position for which he/she is qualified. If an employee who has been on leave for ninety (90) days or more gives such notice after April 30, he/she may be placed on involuntary leave until the commencement of the next school year.
- H. While on leave in accordance with this article:
1. An employee shall have the option to remain an active participant in his/her state retirement system and/or other fringe benefit programs by continuing to pay the amount required.
 2. An employee shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing school programs during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.
- I. Annual Leave (Vacation)
- Full-time employees who are contracted annually for 248 days of work shall receive annual leave credit as follows:
1. From 0 through five (5) years of service, employees will receive eight (8) hours per month;
 2. Then, through ten (10) years service, employees will receive ten (10) hours per month.
 3. Subsequently, after ten (10) years of service, employees will receive twelve (12) hours per month.
 4. Upon resignation, death, termination or retirement, the employee will be paid in one lump sum for all accrued annual leave as of the last day of employment. In case of death, payment will be made to the designated beneficiary.

5. A maximum of 500 hours of annual leave may be accrued by employees. Within thirty (30) calendar days of the commencement of any contract year in which an employee's accrued leave may meet or exceed the 500 hour maximum accrual, the employee shall receive written notice that all accrued annual leave in excess of 500 hours will be forfeited if not used by a set date provided in the written notice. Employees who exceed the allowed maximum for reasons related to their position shall make application to the Superintendent for an exception. Reasons for an exception must be compelling and may include, but are not limited to: reassignment of employees, implementation of federal or State rules, laws or programs which require the employee's attendance, or other job related activities which are considered to be for the good of the district. If an exception is granted, the employee will be paid for excess leave at the salary rate in effect at the time the excess leave was earned. In no case will the established maximum be increased.
 6. Increases in allowable annual leave will be effective upon the employee reaching his/her employment anniversary date each year.
 7. An employee planning to use Annual leave must receive approval of his/her management representative at least forty-eight (48) hours in advance. The supervisor may waive the advance approval requirement in case of emergency.
- J.
1. A leave of absence without pay or benefits for up to one (1) year shall be granted to an employee, upon application, to campaign for, or serve in, a public office or as a Union Officer. At the Board's discretion, such leave may be renewed upon application. An employee returning from such leave shall be returned to employment without prejudice.
 2. Leave without pay for up to one (1) year may be granted upon application by an employee in a case of extended illness to the employee. Such leave shall not be granted unless a second medical opinion verifies the existence of the employee's illness and his need for a medical leave. This opinion shall be from a Doctor selected and paid by the Board.
 3. Leave beyond one (1) year except for medical leave is a break in service.
- K. In those instances where leave is mandated under the Family and Medical Leave Act, the Board will comply with the Act.
- L. A one (1) year personal leave without pay or benefits may be granted to up to one-half of 1 (.5%) percent of the bargaining unit, subject to the following terms:
1. The employees shall have five (5) or more years of consecutive service for the Martin County School Board, and a current satisfactory evaluation.
 2. Application must be received by the Personnel office and site administrator on or before April 1 for personal leave the following year.
 3. Leaves under Section L are for one (1) full school year, August through June.

4. While on leave under Section L, employees shall notify the School Board by certified mail postmarked no later than March 15 of their intent to return to active employment the following school year. Employees who fail to notify the Board by March 15th of their intent to return shall be terminated. Upon the employee's termination under Section L for failure to notify, the termination shall be deemed an employee resignation.
5. When returning to active employment, the employee shall be returned to a position in the school district. The School Board will endeavor to place the employee in a similar position.
6. The employee will not receive year's experience credit on the salary schedule while on leave. The employee shall be given the opportunity to participate at his/her own expense in School Board hospitalization and major medical benefits program while on leave. Procedure for participation, notice and payments shall be determined by the Board. Employee adherence to such notice and payments shall be a condition of participation. While on personal leave Section L, the employee shall not work for a Florida school district.

M. Flex Time (Contract Day Exchanges) Guidelines

Purpose of Flex Time: To allow sites to staff during non-workdays (is used mostly for 227-day non-instructional, or 248 and 227 Administrative employees). This can be used for days outside of the normal work calendar for employees working less than 227. In this case, however, it is recommended that the time be worked before the start of the calendar.

Basic Rules:

1. Flex time MUST be documented in the EmpCenter Time and Attendance system. It is very important to record Flex time accurately in the period it occurs. Employees may use the Time and Attendance Time Off Request Module to request Flex Worked or Taken.
2. Flex time days (both used and worked) should be established using working days (Monday thru Friday) within the calendar. Employees may also build flex worked time by working more than their scheduled hours per day, not to exceed 40 in a work week. For example, if the work calendar show a 32 hour work week and the employee worked 40, the employee would receive 8 hours of flex worked.
3. Flex time does not carry over from year to year. Flex time worked should equal flex time taken for each year, so that the total balance of flex time at the end of each year is zero. An employee should never work more days than their regularly scheduled contract days (i.e. 227 days) because of flex time scheduling. All flex time banks must have a zero balance on June 30th.

4. Flex time off (FLX-taken) may be granted before the time is worked at the sole discretion of the Site Administrator. However, the maximum number of hours that can be granted before it is worked is 40. The practice of granting time off before it is worked is not recommended. However, it is recognized that this may be necessary based on site needs and calendar work days available. Administrators are advised to use caution if they grant this request. (See 'Care' note #7 below.)
5. When realistically possible, flex time worked should be taken off as soon as possible after the time is worked. When flex time to be worked is scheduled, the employee and his/her supervisor should also schedule flex time hours and dates to be taken off. With administrator approval, employees may request a change in the flex time off they have scheduled. An employee planning to use a flex day off must receive approval of his/her management representative at least one day in advance. The supervisor may waive the one-day advance approval requirement in case of emergency.
6. Flex time worked is limited to a maximum balance of 80 hours. If an employee reaches 80 hours, they will be required to schedule a minimum of 40 hours off.
7. Care should be taken when using flex time for several reasons:
 - a. If an employee terminates and has flex work days that they have not yet taken off, the District must pay them for this time over the regular contract pay.
 - b. If the employee terminates and they have taken more days off than they have worked, then they will owe the District the money paid for days not worked. It is very difficult to recover such overpayments.
8. Flex time is not used when an employee is working over 40 hours in a one week period. Any non-exempt employee working over 40 hours in a one week period is subject to the overtime payment requirements under the Fair Labor Standards Act. Overtime requires the Administrative approval in advance.
9. Flex time should be monitored. Periodic balances can be queried via EmpCenter reports run by the timekeeper for that location. Refer to EmpCenter User Manual for directions on how to run these reports.
10. Unused Flex time worked will be paid to non-exempt employees at the end of the fiscal year. To reduce the budgetary impact of this, it is strongly recommended that employee use all flex time earned prior to the end of the fiscal year.

ARTICLE 11

SECTION A

SICK LEAVE BANK

- A. **MEMBERSHIP:** A sick leave bank shall be established for optional participation by employees. Each participating employee having one year of employment shall contribute one (1) day of sick leave during the period of September and October of each school year. An employee must have six (6) or more days of accrued sick leave in order to contribute for his initial participation. A sick leave day donated to the bank by an employee will not be returned to the employee except as authorized hereinafter.
- B. **DURATION:** The sick leave bank shall remain in existence until terminated through the collective bargaining procedure or other appropriate procedure.
- C. **PROCEDURES:** The Personnel and Payroll Departments and the Union shall establish 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. The Union designee shall receive a copy of all applications and of the Superintendent's or the Superintendent's designee's decision.
- D. **BANK UTILIZATION:** In the event of an illness or injury of a participating employee necessitating the employee's absence from work over an extended period of time, a participating employee may receive paid leave under the following conditions:
1. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident or injury. The condition, or knowledge of such condition, must initially occur after the donation date of the one (1) day sick leave.
 2. Any employee wishing to draw from the sick leave bank must have been absent for a minimum of fifteen (15) consecutive work days.
 3. An employee must have exhausted all sick leave to become eligible for sick leave bank benefits.
 4. Application for use of the sick leave bank must be made seven (7) working days in advance of anticipated need. Such application shall include:
 - a. A doctor's statement certifying the illness and the necessity for the protracted leave.
 - b. Certification by the employee of the date on which all sick leave will be exhausted and the date on which the sick leave bank is to be used.
 - c. An employee may draw a maximum of only forty (40) days for any one illness or injury.
 - d. An employee who is a member of the sick leave bank shall not be eligible to use sick leave from the bank if he/she is on injury or illness in the line of duty, workers' compensation or other approved leave.

- E. Those employees who have qualified for and have been approved for the Sick Leave Bank, and, who have returned to work, and, who have had a reoccurrence of the same illness or injury necessitating a return to sick status, may be returned to sick bank participation without a fifteen (15) day waiting period providing he/she has been at work twenty (20) work days or less. Those employees who have qualified for and have been approved for the Sick Leave Bank and have returned to work shall be allowed of continue use of the sick bank intermittently for continued medical treatment, i.e. cancer treatment, dialysis, etc.
- F. Those who return to work for more than twenty (20) days must re-qualify to participate in the Sick Leave Bank.
- G. CONTINUITY AND LIMITS: If at June 30 of any year the sick leave bank has more than seven hundred (700) days in the account, all participating employees will continue eligibility for the ensuing fiscal year and only new participants will contribute a day to qualify for participation.
- H. PARTICIPATION ABUSE: If any employee is found to have abused the use of the sick leave bank, that employee shall repay all of the sick leave credit drawn from the bank and be subject to such other disciplinary action as determined by the School Board through appropriate established procedures.
- I. WITHDRAWAL OF PARTICIPATION: A participating employee who chooses to withdraw from participation in the sick leave bank shall not be eligible to withdraw any sick leave already contributed. Withdrawal will be effective when the employee fails to meet the condition in paragraph A.
- J. TERMINATION: If the sick leave bank is terminated for any reason, the balance of days in the account shall be equally distributed into the individual accounts of the current (last) participants. However, no employee may receive more sick leave credit under this paragraph (H) then he/she transferred into the bank.
- K. All employees receiving paid leave from the bank shall continue to receive, without any loss, all benefits such as accumulated leaves, etc., as he/she previously received prior to participation.
- L. HOLD HARMLESS: The Union and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for employees to use this sick leave bank.
- M. A copy of the Superintendent's decision on the use of the sick leave bank shall be forwarded to the local union president.
- N. In the event the number of days remaining in the sick leave bank is less than two-hundred (200) days, participating members shall be required to donate one (1) additional day per participant to the sick leave bank.

- O. In the event that a participating employee draws the maximum amount of days from the sick leave bank, forty (40) days, the employee will not be allowed to draw again from the sick leave bank until the employee has worked for ninety (90) working days following the use of the forty (40) days.

If the employee has drawn from the bank for two (2) years in a row, a committee of district staff and the union shall determine if the employee shall receive sick bank usage for that year.

SECTION B

Compassionate Leave/Transfer or Donation of Leave to Other School Board Employees

1. An employee may donate (i.e., authorize transfer of) his/her accrued sick leave to another School Board employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2)(a) and (b) herein of MCSD Policy 4430.03 (Sick and Annual Leave (Compassionate Leave)).
2. The authorizing employee must retain at least five (5) days of sick leave, as of the time of donation under this provision.
3. The recipient must provide documentation from the treating physician of the illness, accident, or injury for which leave is needed. The recipient must anticipate the need for at least ten (10) days of sick leave in order to receive transfers under this policy. Any transferred sick leave that is not used as anticipated shall be returned to the authorizing employee, upon the recipient's return to work. In the case of multiple donors, unused leave will be returned prorata to each donor.
4. The person receiving the transfer may not use the donated sick leave until s/he has exhausted all of his/her own accrued sick leave, excluding sick leave from a sick leave bank, if the recipient participated in a sick leave bank.
5. Donated sick leave shall have no value for terminal pay.

ARTICLE 12

LABOR MANAGEMENT MEETINGS

The Union and Board agree that periodic meetings between labor and management personnel at various levels should be conducive to constructive employee relations. Labor or management may request a meeting but such meetings should take place only if the time, place, and agenda are mutually agreed to in advance. The Chief Human Resource Officer or designee and the President of the Union are the contact people to set up such meetings.

It is expressly understood that such labor/management meetings are not to be used to attempt to negotiate an alteration of the contract in effect at the time.

ARTICLE 13

UNION REPRESENTATION AND ACTIVITIES

- A. Within thirty (30) days of the signing of this Agreement, the Union shall submit to the Superintendent the names of its authorized representatives who will be transacting official Union business. In the event that there should be additions or deletions, they shall be forwarded to the Superintendent immediately.
- B. Authorized representatives of the Union may use school facilities at such times that they do not interfere with school activities, provided the authorized representatives have been given such permission and assignment of space by the principal or work location managerial representative, and granted approval by the Superintendent.
- C. Authorized representatives will contact the principal or building supervisor before conducting any Union business on the site.
- D. Union business will be conducted in such a manner that there will be no interruption of normal Board activities and work flow. In order to facilitate the reasonable and responsible conduct of legitimate Union business, the principal or work-site supervisor may grant permission for the conduct of such business during work time. The Union agrees to advise the management representative of the nature of its business and, where the Union seeks to contact an employee during the employee's work time, the Union will identify the employee.
- E. Bulletin Boards
 1. The Union may, at its own expense, provide a bulletin board or share a bulletin board already in place in an area and of a size mutually agreed upon with the Union and the principal or work location managerial representative. If no agreement can be reached, then the principal or work location managerial representative shall determine the size and placement of the bulletin board.
 2. The Union bulletin board shall be used for the following:
 - a. Recreational and social affairs of the Union
 - b. Union meetings
 - c. Union elections
 - d. Reports of Union committee
 - e. Union benefit programs
 - f. Current Union contract
 - g. Training and educational opportunities
 - h. Leaflets of a Union informational nature
 - i. All other information, including any notices containing any information other than purpose, date, time, and place, may be posted only upon the approval of the principal or work location managerial representative.

3. The Chief Human Resource Officer shall receive copies of all materials distributed on a county-wide basis and posted on bulletin boards, before or at the time of posting.
 4. All material shall be dated and signed by a duly recognized officer of the Union.
- F. The Board agrees to deduct Union membership dues in an amount established by the Union and authorized in writing by the Union President.
1. The Union shall submit authorization forms to the Director of Finance who shall date and initial the accompanying roster. The Board shall deduct dues from the paychecks of each employee who individually authorizes such deduction in writing on a form provided by the Union and approved by the Board. Such deduction will begin with the check for the first full pay period following receipt by the Board of the authorization form.
 2. Authorization forms shall be personally signed by each employee requesting dues collection through payroll deduction.
 3. In no event shall a deduction be made from the pay of an employee for any payroll period in which the employee's net earnings for that period, after other deductions, are less than the amount of dues to be collected.
- G. An employee may, upon thirty (30) days written notice to the Board and to the Union, revoke his/her authorization for dues deduction.
- H. General Provisions
1. Dues collected through the payroll deduction method shall be transmitted to the Union not later than fifteen (15) days from the end of the month in which the deductions were made. A copy of the list shall be provided to the local union president.
 2. Authorization of dues deductions for an employee shall continue from year to year, as long as the Union has dues deduction rights, unless the employee revokes his/her authorization or terminates for any reason.
- I. The Union shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board for the purpose of complying with this request.
- J. The School Board agrees to make available online, the following within twenty-four (24) hours, or as soon as practicable, of the Board's receipt of the material:
- a. Budget Reports (monthly & annual)
 - b. Annual Financial Statements
 - c. Insurance Committee Reports
 - d. Changes in School Board Policy
 - e. School Directory
 - f. School Board Agendas
 - g. Job Postings
 - h. Sick Leave Bank Participants
 - i. All Job Descriptions

- K. The School Board shall be responsible for reproducing this Agreement and will furnish a sufficient amount of copies to the Union for distribution to employees as soon as practicable following the execution of this Agreement.
- L. Temporary Duty for AFSCME Activities
1. The AFSCME President (or his/her AFSCME Executive Board designees) shall be provided a total of One-Hundred Fifty (150) hours of temporary duty each fiscal year, to be used in increments of fifteen (15) minutes or more, to conduct AFSCME business or to carry out AFSCME activities, including:
 - a. Leave to administer the Contract;
 - b. Labor/management meetings;
 - c. Serving as authorized delegates of AFSCME to attend AFSCME State Conferences and Conventions and AFSCME International Conventions and AFL-CIO conferences and conventions.
 2. Use of Temporary Duty for AFSCME activities.

The use of temporary duty as described in Paragraph 1 above shall be subject to the following conditions:

 - a. Such time-off shall be scheduled between the AFSCME President (or his/her designee) and the immediate supervisor, and shall be granted in a manner which will cause no interruption of normal Board activities and work flow.
 - b. Such leave shall be limited to two (2) employees per work location on any given day.
 - c. The following shall not count against the 150-hour limit:
 - (i) Attendance at Insurance Committee meetings by members of the Board Insurance Committee;
 - (ii) Attendance at collective bargaining negotiation meetings; or
 - (iii) AFSCME President's attendance at School board Meetings held during the regular work day
 - d. A Form 10 must be completed for all leave taken by AFSCME representatives under Section L. A copy of the Form 10 requesting leave under this provision must be forwarded to the Staff Attorney.
- M. AFSCME shall be permitted to submit written materials introducing and/or describing the Union, its participation in negotiations and AFSCME's general interest in representing bargaining unit employees for distribution to new employees.

N. Information Provided to the Union: The Employer shall provide, upon written request of the Union, for each employee in the bargaining unit represented by the Union, in Excel format:

1. Name
2. Home address
3. Home phone number
4. Department
5. Position Classification
6. Starting Date
7. Hourly wage

The Union may present a written request for employee information twice every calendar year.

ARTICLE 14

SUMMER PROGRAMS

1. Summer employees in FTE generating programs will be paid at their hourly rate computed from their annual salary. In addition, 5% will be added to their hourly rate in lieu of sick leave earned.
2. Summer pay will be based on the salary schedule adopted for the days employed.
3. No sick leave will be accrued during summer employment outside of the regular contract year. Any personal or sick leave taken during summer employment will be unpaid.
4. Positions for summer employment will first be offered to current employees. Bargaining unit employees will have first choice for positions within their regular job description classification. If there is not an employee in that job classification who desires summer employment, the job will then be given on the basis of evaluation, qualification and seniority. Summer employees taking jobs outside of their regular job description classification will be paid the current rate for the position they are filling.

ARTICLE 15

BUS DRIVERS

- A. Bus Drivers will be compensated for time worked, which shall include one (1) hour of administrative time per day during the regular school term for drivers driving a regular route.
- B. Bus Drivers and Assistants will be paid their hourly rate for all mandatory class attendance outside of regularly contracted time. Two in-service days shall be added to the regular contract of Bus Drivers and Assistants to read 182 days rather than 180 days.
- C. On any trip or run out of county, (exceeding 75 miles one way, not round trip, or 5 hours) drivers shall continue to be compensated for meals and lodging pursuant to existing board policy. At the discretion of the school, the Board agrees to compensate drivers for entrance fees, unless entrance by the driver to a particular activity would be inappropriate. The driver will be notified on the bus request whether or not the entrance fee will be paid. In the event that the Board should consider a particular entrance inappropriate, the driver shall be notified in advance of such a decision.
- D. Drivers and Bus Assistants who have received uniforms for three (3) years or more may request a semi-annual payment of \$65.00 for uniform cleaning and maintenance in lieu of uniforms. Such payments shall be made in September and January.
- E. All Bus Drivers are subject to drug and alcohol testing as part of their annual physical examination.
- F. Summer Programs
 - 1. Summer Bus Drivers shall be paid the highest paid driver's daily rate according to the current salary schedules. Summer Bus Assistants shall be paid the highest paid Bus Assistant's daily rate according to the current salary schedules. Those drivers earning more than the highest paid driver rate of pay according to the salary schedule will continue to receive their current hourly rate of pay. In addition, 5% will be added to the employee's hourly rate for during summer employment under this section in lieu of sick leave earned. No sick leave will be accrued during summer employment. Any personal or sick leave taken during summer employment will be unpaid.
 - 2. Bus Drivers and Bus Assistants who are hired for summer programs will be assigned additional work necessary to guarantee a minimum of four (4) hours of work each day during the Martin County School District summer session.
 - 3. If an agreement is reached with St. Lucie County to use St. Lucie drivers or assistants during the summer, Martin County School District Bus Drivers and Bus Assistants will receive preference in work assignments, including field trips.
 - 4. After the bidding for and assignment of summer routes has been completed, two lists

of employees will be produced and provided to AFSCME. One list will document by seniority the Bus Assistants/Drivers who bid on a summer route/trip and were awarded a summer route/trip. The second list will document by seniority the Bus Assistants/Drivers who bid on summer routes/trips but were not awarded a route/trip. When new summer trips or packages in which packages will be broken apart are created, they will be assigned to the Bus Assistants/Drivers on the second list by seniority. The second list of employees will also be used to fill in when the first list calls in for absence.

5. Lead Drivers/Dispatchers working summer hours shall not have their shift broken into two segments and will instead work one continuous shift.
- H. All Martin County School District Bus Drivers, Lead Drivers, and Assistants shall be in Martin County School District uniforms. The adopted uniform is described below. The complete uniform shall be neat and clean.
1. LEAD DRIVERS/UTILITY DRIVERS: White shirt, navy blue or black pants, skirt or knee length shorts purchased through the District's vendor company. The District will provide either a patch or some other insignia to identify the operator as either a lead or a utility to be worn in a District designated location. Shirrtails must be tucked in. Heels shall not exceed one inch. Shoes worn must have closed heels and toes.
 2. BUS DRIVERS & ASSISTANTS: Dark blue or black pants, skirt or knee length shorts (shorts must be obtained through the District's vendor), and an identification badge.
 - A. FEMALE EMPLOYEES' UNIFORM DRESS: Light blue shirt with dark blue or black skirt, slacks, uniform shorts or pants; sweaters or jackets to match. Shirrtails are to be worn inside.
 - B. MALE EMPLOYEES' UNIFORM DRESS: Light blue shirt with dark blue or black pants or knee length shorts, sweaters and jackets to match. Shirt tails are to be worn inside.
 3. COLORS shall be light blue top, dark blue or black bottoms. No jeans are allowed.
 4. HEELS: Heels shall not exceed one inch and must have closed heels and toes. Sneakers are allowed.
 5. NAME BADGE: All employees will wear a visible identification badge furnished by the District when on duty.
 6. TEE SHIRTS and other non-uniform shirts/blouses are not permitted.

- I. *Job Prep Runs* and *Activity Runs* that are regularly scheduled to run will be included in the regular school bus routes as an activity run. The total route time will be used for the purpose of determining employee benefits. An activity run will continue to be considered for the calculation of benefits so long as it is scheduled and worked. Activity runs and job prep runs will be used for the purpose of calculating scheduled time. Compensation will be calculated as provided for in Article 15 Section B and Article 4, Section E. If job preps are cancelled by the District, regular employees shall be given priority treatment for open job preps before substitutes, so long as doing so does not delay any routes or place any regular employee in an overtime status.

Once assigned to a route the activity run will remain permanently attached to that route. A Bus Driver may request the Activity Run be removed from the route twenty days prior to the start of the new school year or during the school year at the operator's request and at the District's discretion the District may:

- Offer the activity run through the bidding process or
- Add the run to an unassigned bus route for bidding, or
- Assign it to the route driver with the least seniority.

The activity run will remain on the original route until the District finds another suitable solution at the same or lesser cost.

- J. By mutual agreement between the District and a Bus Assistant, an Assistant who holds a current CDL license endorsement, is current with "all" requirements necessary to transport students and agrees to drive a school bus when needed will be placed on the first step of the Driver's salary schedule.
- K. The parties agree to establish a Transportation Procedure Committee. This Committee will meet quarterly during the year to review overtime reports and address overtime, fieldtrip bidding and other related issues. The Committee will work collaboratively to address issues identified at the meeting. Meetings may be called by either party as needed if issues arise. It is expressly understood that such meetings are not to be used to attempt to negotiate an alteration of the contract in effect at the time.
- L. If a Bus Driver and/or Bus Assistant's daily time increases or decreases by 15 minutes or more per day for five (5) consecutive days, the Bus Driver and Bus Assistant is required to schedule an immediate appointment with their Operations Manager to review their scheduled time and update it as necessary.

(a) Sick Leave Accrual: Each full time bus operator will be credited with four (4) days, eight (8) hours per day, for a total of 32 hours of sick leave the first day of employment as outlined under Article 10.A.1. Thereafter, each full time bus operator will be credited with an additional day at the end of each month of employment, not to exceed one (1) day for each month employed. The scheduled time of the route used at bidding or the hours worked as indicated by the Time and Attendance system will not be used to calculate sick leave accrual. When an employee takes a sick day, eight hours of sick leave will be deducted from their accumulated sick leave.

(b) Holiday Leave Accrual: Full time bus operators will receive eight (8) hours of holiday pay for the paid holidays designated under Article 4.A.12. So long as the bus operator is in a paid status (i.e. annual or sick leave) on the regularly scheduled work day immediately before and after the holiday, as required under Article 4.A.12, to be eligible to receive holiday pay. The scheduled time of the route used at bidding will not be used to calculate holiday pay. The hours worked as indicated by the Time and Attendance system will not be used to calculate holiday pay.

FIELD TRIPS

A. DEFINITIONS

1. Field Trips: Trips requiring the use of Martin County School buses which transport students to off campus activities. The method for field trip bidding set forth below is designed to create parity and equity in the assignment of field trips between senior and less senior bus drivers.
2. Seniority: An Employee's length of continuous service with the Employer since his/her last date of hire.

B. AWARDS

1. All field trip bids for available field trips outside of the driver's regular route time will be awarded by Seniority, on a rotational basis with regular drivers given first priority pick, bus assistants/drivers given second priority pick and substitute drivers being awarded field trips only after the bids of regular drivers and bus assistants have been exhausted.
2. During a regular five (5) day work week, all field trips will be awarded on a rotational basis "where the pen drops". On work weeks with less than five (5) students days, field trips will be awarded by "seniority" starting at the top of the Seniority List of the first day only of a four (4) day week, NOT "where the pen drops". The rotation award based on "where the pen drops" will resume, uninterrupted, where the pen dropped at the end of the last five (5) day work week at the start of the next regular five (5) day work week.

3. Trips will be posted with a copy provided to AFSCME no later than five (5) working days prior to bidding. Amendments to the posting shall be sent to AFSCME with supporting documentation (i.e. notice of last minute addition or cancellation of trip from site). All proposed field trip assignments to drivers/substitute drivers shall be posted with a copy provided to AFSCME no later than five (5) working days after bidding. The posting shall include the name of the substitute, the field trip assigned and the amount of hours for the trip.
4. All field trip assignments to substitute drivers are tentative until the final bidding. AFSCME may challenge the tentative award of any field trip to a substitute driver if a regular driver or assistant driver bids on the trip and the award of the trip would not place the regular driver or the assistant driver in an overtime payment status. The bid of a regular driver or of a bus assistant/driver will always prevail over the award to a substitute driver unless awarding the bid results in overtime payment status.
5. If a driver's field trip is canceled, that driver shall be given top bid in order of seniority for the next field trip and a trip must be taken within two consecutive field trip biddings following the cancelled trip.

C. OVERTIME

1. Regular drivers and bus assistants will be given priority pick over bus substitute drivers in assigning field trips so long as the awarding of field trips does not place the employee in an overtime pay status.
2. Exceptions:
 - a. Regular drivers and/or bus assistants can be awarded field trips which create overtime for the regular driver and/or bus assistant with the Superintendent's approval per Article 9, Section A.
 - b. Substitute drivers shall not be awarded overtime.

D. TRIP TYPES

1. After Hour Trips: Field trips beginning after 5:00 p.m. school days, weekends, holidays, and non-school days.
2. Between Hour Trips: Field trips beginning at 9:00 a.m. or later and ending no later than 1:30 p.m. on school days.
 - a. Bus Assistants/Drivers will be eligible to bid on any field trip with a start time within fifteen (15) minutes of their lock-in time. There will be no over-lap in pay. Pay for the field trip will begin when the driver's scheduled period ends. Returning field trips ending prior to the driver's afternoon scheduled time will include compensation for driving time from the ending field trip school site to the compound. Drivers are ineligible to bid on any field trip with a start time more than fifteen (15) minutes after their scheduled time.

- b. All field trips must have a scheduled end/return time that is twenty (20) minutes within the driver's afternoon scheduled time. Drivers are ineligible to bid on any field trip with an end time less than twenty (20) minutes prior to their regular route's afternoon scheduled time.
3. Emergency Trips: Field Trips assigned within two (2) hours of the trip. A volunteer sign-up sheet will be available for regular drivers and bus assistants. These trips will be awarded based on seniority with regular drivers given first priority. There is no penalty for refusal of an emergency trip. When an emergency trip is cancelled by the driver, or a new trip is added as an "add on trip" during Winter Break or Spring Break, the "Emergency List" shall be the standard bidding list and procedure used when replacing that driver and when covering "add on trips" and a copy of the report detailing the change shall be provided to AFSCME.

F. PROXY -

1. Drivers can bid for field trips by proxy. Drivers must complete the Martin County School District Field Trip Proxy form. Proxy forms must be completely filled out in order to be valid. Incomplete proxy forms will be disqualified from the bid. Drivers must select field trips in order of preference. Writing the word "anything" on the proxy will render that form incomplete and the proxy will be disqualified from the bid.
2. A list of drivers shall be turned in to the Union President or his/her designee and to the District. All drivers must be present to bid or must have turned in a proxy no later than 9:00 a.m. on the day of the bidding to the Field Trip Bookkeeper.
3. All proxies must be on the authorized District proxy ballot.

G. TRIP CANCELLATIONS

1. Bus Drivers will be paid their hourly rate for activities, trips or emergency daily runs in extenuating circumstances, which are performed in other than the normally scheduled work day. Drivers who are scheduled for a field trip will receive call-out pay for trips that are cancelled by management within three (3) hours prior to the designated start time of the trip. A minimum of three (3) hours shall be paid to a driver who is called out for a field trip but is not used. There will be no call-out pay for the cancellation of emergency trips.
2. Regular drivers and/or bus assistants are required to make all assigned field trips. The unexcused refusal of more than two (2) previously bid field trips will result in the removal of that employee from all field trip bids for the remainder of that school year.
3. Excused refusals shall be for personal illness or the illness or death of an immediate family member, or for previously approved leave in accordance with School Board policy.

4. Any regular driver or assistant who fails to complete two (2) accepted field trips with less than twenty-four (24) hours notice will forfeit the right to participate in field trip bidding for the remainder of the school year.
5. Any driver or assistant who shows up more than ten (10) minutes late for an assigned field trip without a valid reason will be removed from the field trip rotation roster for the remainder of the school year for the second offense.
6. Management will reassign the cancelled or refused trip(s) in order of seniority on the rotation roster. If the next two drivers on the rotation roster are unavailable, management shall document their efforts and can then assign the trip to any available driver, using substitute drivers only in an urgent situations.

H. SUMMER PROGRAMS

1. When an employee places a bid on a summer route, he/she must accept the entire package as a whole. Rejection or refusal of any portion of a package or route will constitute rejection or refusal of the package in its entirety. Partial packages will not be accepted and drivers will not be allowed to turn back in any part or portion of a route or package.

ARTICLE 16

DRUG TESTING

- A. All procedures regarding employee drug testing shall conform with all applicable Federal and State Statutes, rules and regulations.

CONTRACT AGREEMENT

DURATION

- A. This contract shall be effective July 1, 2016, and shall remain in full force and effect through June 30, 2019. This does not eliminate the possibility of implementing legislative mandates and impact bargaining through negotiations when required.
- B. In the event the Board and Union fail to secure a final agreement prior to the expiration date of this Agreement, this Agreement shall automatically renew itself from year to year or until agreement is reached on a successor agreement.
- C. During the term of this Agreement, each party reserves the right to reopen negotiations annually on Salary Schedules, Appendix B, Fringe Benefits, and on two (2) other articles of each party's choosing.
- D. Whenever any notice is required to be given by either of the parties to this contract to the other party, either shall do so by letter to the following addresses:

If by the Union to the Board at:

500 East Ocean Blvd., Stuart, FL 34994

If by the Board to the Union at:

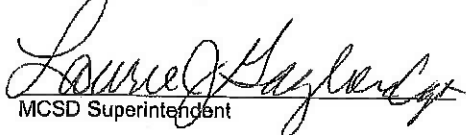
P.O. Box 596, Port Salerno, FL 34992


AFSCME Union President


4-24-17
Date


AFSCME Chief Negotiator

April 24, 2017
Date


MCSD Superintendent

MAY 16 2017
Date


MCSD Board Chair

MAY 16 2017
Date


MCSD Board Negotiator

April 24, 2017
Date

White Collar - Annualized Hourly
Paraprofessionals (Level I - Basic, ELL & Level II - ESE)
Bus Aide (Level I)

Years of Experience	Step	Educational Paraprofessional (Basic and ELL)		Educational Paraprofessional (ESE)		Bus Aide	
		187 Days/7.5 hours		187 Days/7.5 hours		182 days/7.5 hours	
		Level I		Level II		Level I	
		Daily	Hourly	Daily	Hourly	Daily	Hourly
0, 1, 2	1	\$82.52	\$11.00	\$22.01	\$2.93	\$87.62	\$11.68
3, 4	2	\$84.89	\$11.32	\$86.97	\$11.60	\$90.21	\$12.03
5	3	\$85.68	\$11.42	\$87.78	\$11.70	\$91.05	\$12.14
6	4	\$86.46	\$11.53	\$88.59	\$11.81	\$91.89	\$12.25
7	5	\$88.06	\$11.74	\$90.33	\$12.04	\$93.63	\$12.48
8	6	\$89.66	\$11.95	\$91.95	\$12.26	\$95.36	\$12.71
9	7	\$91.25	\$12.17	\$93.57	\$12.48	\$97.09	\$12.94
	8	\$92.85	\$12.38	\$95.29	\$12.71	\$98.72	\$13.16
10	9	\$94.45	\$12.59	\$96.91	\$12.92	\$100.45	\$13.39
11	10	\$96.06	\$12.81	\$98.63	\$13.15	\$102.09	\$13.61
12	11	\$97.65	\$13.02	\$100.24	\$13.37	\$103.82	\$13.84
13	12	\$99.81	\$13.31	\$102.29	\$13.64	\$106.05	\$14.14
14	13	\$102.18	\$13.62	\$104.66	\$13.95	\$108.63	\$14.48
15, 16	14	\$104.20	\$13.89	\$106.79	\$14.24	\$110.75	\$14.77
17	15	\$112.41	\$14.99	\$114.13	\$15.22	\$119.23	\$15.90
18+	16	\$131.70	\$17.56	\$133.83	\$17.84	\$139.80	\$18.64

Education Paraprofessionals at the Willoughby Learning Center, who work with special needs students and bus assistants on handicapped buses, will be compensated by an additional 5% of base salary for their position.

Topped Out Employees: 4% salary increase for all individual AFSCME employees currently(as of April 22, 2019) on the top step (and above) of any AFSCME salary schedule for the 2018/2019 contract year, retroactive to July 1, 2018.

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:

Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 236, 227, etc.) = Prorated salary at lesser number of days

Example: \$40,000.00 at 248 days / 248 days = \$161.29 daily rate x 227 days = \$36,612.83 annually at 227 days

**Assignment of Positions to Levels
(White Collar)**

Level:	Title (Number of Days)	
I	Bus Assistant (182)	Educational Paraprofessional (187)
	Child Care Attendant (187)	Extended Day Assistant/Ext Day Asst Sub (217)
II	Attendance Officer (190)	Head Start/Pre-K Classroom Manager/Assistant (196)
	Child Care Assistant (187)	Home/School Liaison (190)
	Clerk II (187/248)	Receptionist/Telephone Operator (190/206)
	Educational Paraprofessional, ESE (187)	Security Guard (187)
III	Assistant Secretary (206/216/227)	Guidance Clerk (206)
	Clerk III (206, 216, 227, 248 Grandfathered)	Health Assistant (187)
	Computer Assistant (190)	Media Assistant (190)
	Data Entry Clerk (206/216/227)	Receptionist/Telephone Operator (190/206)
	English Language Learner/Title III Support Staff (187)	Secretary III (227/248)
IV	Assessment & Accountability Clerk (227)	Parent Trainer/Liaison (216)
	Bookkeeper IV (227/248)	Preschool Programs VPK Classroom Manager (248)
	Data Equipment Operator (206/227)	Records Specialist IV (227)
	Extended Day Assistant Manager (217)	Secretary IV (227/248)
	Head Start/Pre-K Family Services Worker (206)	Support Staff Title I/Migrant Programs (190)
V	Accounting Specialist (227)	Human Resource Specialist (227)
	Augmentative Comm./Assistive Technology Assistant (227)	Preschool Prgm Head Start Associate Classroom Mgr (196)
	Behavior Technician (187)	Property Control Specialist (227)
	Bookkeeper V (227/248)	Registrar (227)
	Brailist (187)	Risk Management Specialist (248)
	Graphics Specialist (248)	Secretary V (227, 248 Grandfathered)

Note:

Hourly rates have been rounded to the nearest two decimals for display purposes. Salary amounts are calculated up to five decimals for payroll processing.

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:

Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 236, 227, etc.) = Prorated salary at lesser number of days

Example: \$40,000.00 at 248 days / 248 days = \$161.29 daily rate x 227 days = \$36,612.83 annually at 227 days

White Collar - Annualized Hourly
Level I, II, III, IV, V (Daily Rate Based on an 8 hour day schedule)

Years of Experience	Step	Level I		Level II		Level III	
		Daily	Hourly	Daily	Hourly	Daily	Hourly
0, 1, 2	1	Varies	\$11.00	\$90.33	\$11.29	\$97.24	\$12.15
3, 4	2	Varies	\$11.32	\$92.69	\$11.59	\$99.61	\$12.45
5	3	Varies	\$11.42	\$93.56	\$11.70	\$100.55	\$12.57
6	4	Varies	\$11.53	\$94.43	\$11.80	\$101.51	\$12.69
7	5	Varies	\$11.74	\$22.01	\$2.75	\$103.26	\$12.91
8	6	Varies	\$11.95	\$97.93	\$12.24	\$104.91	\$13.11
9	7	Varies	\$12.17	\$99.77	\$12.47	\$106.66	\$13.33
	8	Varies	\$12.38	\$101.51	\$12.69	\$108.40	\$13.55
10	9	Varies	\$12.59	\$103.26	\$12.91	\$110.15	\$13.77
11	10	Varies	\$12.81	\$105.01	\$13.13	\$111.90	\$13.99
12	11	Varies	\$13.02	\$106.85	\$13.36	\$113.64	\$14.21
13	12	Varies	\$13.31	\$109.14	\$13.64	\$115.93	\$14.49
14	13	Varies	\$13.62	\$111.51	\$13.94	\$118.30	\$14.79
15, 16	14	Varies	\$13.89	\$113.75	\$14.22	\$120.59	\$15.07
17	15	Varies	\$14.99	\$121.96	\$15.25	\$129.16	\$16.15
18+	16	Varies	\$17.56	\$141.87	\$17.73	\$149.92	\$18.74

Years of Experience	Step	Level IV		Level V	
		Daily	Hourly	Daily	Hourly
0, 1, 2	1	\$104.74	\$13.09	\$118.66	\$14.83
3, 4	2	\$107.11	\$13.39	\$121.03	\$15.13
5	3	\$108.11	\$13.51	\$122.18	\$15.27
6	4	\$109.09	\$13.64	\$123.25	\$15.41
7	5	\$110.64	\$13.83	\$125.09	\$15.64
8	6	\$112.19	\$14.02	\$126.83	\$15.85
9	7	\$113.64	\$14.21	\$128.58	\$16.07
	8	\$115.20	\$14.40	\$130.33	\$16.29
10	9	\$116.65	\$14.58	\$132.17	\$16.52
11	10	\$118.20	\$14.77	\$133.92	\$16.74
12	11	\$119.76	\$14.97	\$135.67	\$16.96
13	12	\$121.75	\$15.22	\$138.34	\$17.29
14	13	\$124.12	\$15.52	\$140.71	\$17.59
15, 16	14	\$125.97	\$15.75	\$143.18	\$17.90
17	15	\$132.76	\$16.60	\$150.32	\$18.79
18+	16	\$154.09	\$19.26	\$173.87	\$21.73

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:

Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 236, 227, etc.) = Prorated salary at lesser number of days

Example:

$\$40,000.00$ at 248 days / 248 days = $\$161.29$ daily rate x 227 days = $\$36,612.83$ annually at 227 days

Topped Out Employees: 4% salary increase for all individual AFSCME employees currently (as of April 22, 2019) on the top step (and above) of any AFSCME salary schedule for the 2018/2019 contract year, retroactive to July 1, 2018.

Assignment of Positions to Levels
(Blue Collar)
(Excluding Food Service)

Level:	Title (Number of Days)	
I	Custodian/Sub Custodian (227/236/248)	
II	Lead Custodian (236/248)	
III	Lead Bus Operator (182)	
IV	Driver/Expeditor (227) Grounds Worker - High School (248 Grandfathered) Grounds Man (227/248) Painter I (227/248)	Parts Manager (227) Reprographics Specialist (227) Utility (227/248 Grandfathered) Utility Worker - High School (227)
V	Mason II (227)	Painter (227/248 Grandfathered)
VI	Mechanic I (227/248)	Plumber I (227)
VII	A/C Mechanic II (227) Carpenter II (248) Electrician (227) Mechanic, Paint & Body II (227)	Parts Inventory Technician (227) Plumber II (227) Telephone and Network Cabling Tech (248)
VIII	A/C Mechanic III (227) Head General Maintenance (248) Head Painter (248)	Mason III (227) Plumber III (227) Telephone and Network Support Specialist (248)
IX	Electronics Technician (227)	Head Mechanic (248)

Note:

Hourly rates have been rounded to the nearest two decimals for display purposes. Salary amounts are calculated up to five decimals for payroll processing.

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:

Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 236, 227, etc.)
= Prorated salary at lesser number of days

Example:

\$40,000.00 at 248 days / 248 days = \$161.29 daily rate x 227 days = \$36,612.83 annually at 227 days

**Blue Collar - Annualized Hourly
Level I, II, III, IV, V, VI (Daily Rate Based on an 8 hour day schedule)**

Years of Experience	Step	Level I		Level II		Level III	
		Daily	Hourly	Daily	Hourly	Daily	Hourly
0, 1, 2	1	\$84.46	\$10.56	\$94.84	\$11.86	\$96.86	\$12.11
3, 4	2	\$86.41	\$10.80	\$96.79	\$12.10	\$98.81	\$12.35
5	3	\$87.23	\$10.90	\$97.70	\$12.21	\$99.75	\$12.47
6	4	\$88.04	\$11.00	\$98.95	\$12.37	\$101.19	\$12.65
7	5	\$88.55	\$11.07	\$22.01	\$2.75	\$103.71	\$12.96
8	6	\$90.74	\$11.34	\$103.61	\$12.95	\$106.23	\$13.28
9	7	\$92.94	\$11.62	\$105.84	\$13.23	\$108.85	\$13.61
	8	\$95.20	\$11.90	\$108.17	\$13.52	\$111.37	\$13.92
10	9	\$97.47	\$12.18	\$110.40	\$13.80	\$113.90	\$14.24
11	10	\$99.83	\$12.48	\$112.73	\$14.09	\$116.41	\$14.55
12	11	\$103.44	\$12.93	\$115.15	\$14.39	\$119.23	\$14.90
13	12	\$106.14	\$13.27	\$119.04	\$14.88	\$123.40	\$15.42
14	13	\$114.39	\$14.30	\$121.85	\$15.23	\$126.51	\$15.81
15, 16	14	\$134.14	\$16.77	\$131.11	\$16.39	\$136.28	\$17.03
17 +	15	*	*	\$151.77	\$18.97	\$157.64	\$19.70

* Blue Collar Level 1, Step 15, 16 is the top step for this level.

Years of Experience	Step	Level IV		Level V		Level VI	
		Daily	Hourly	Daily	Hourly	Daily	Hourly
0, 1, 2	1	\$110.50	\$13.81	\$121.45	\$15.18	\$129.62	\$16.20
3, 4	2	\$112.45	\$14.06	\$123.41	\$15.43	\$131.58	\$16.45
5	3	\$113.52	\$14.19	\$124.58	\$15.57	\$132.82	\$16.60
6	4	\$115.06	\$14.38	\$126.21	\$15.78	\$134.55	\$16.82
7	5	\$117.38	\$14.67	\$128.64	\$16.08	\$136.98	\$17.12
8	6	\$119.71	\$14.96	\$130.96	\$16.37	\$139.31	\$17.41
9	7	\$122.14	\$15.27	\$133.39	\$16.67	\$141.74	\$17.72
	8	\$124.47	\$15.56	\$135.82	\$16.98	\$144.16	\$18.02
10	9	\$126.79	\$15.85	\$138.25	\$17.28	\$146.49	\$18.31
11	10	\$129.22	\$16.15	\$140.58	\$17.57	\$148.91	\$18.61
12	11	\$131.84	\$16.48	\$143.09	\$17.89	\$151.53	\$18.94
13	12	\$136.01	\$17.00	\$147.46	\$18.43	\$156.00	\$19.50
14	13	\$138.92	\$17.36	\$150.46	\$18.81	\$159.10	\$19.89
15, 16	14	\$147.37	\$18.42	\$158.36	\$19.80	\$166.21	\$20.78
17 +	15	\$170.14	\$21.27	\$182.62	\$22.83	\$191.43	\$23.93

**Blue Collar - Annualized Hourly
Level VII, VIII, IX (Daily Rate Based on an 8 hour day schedule)**

Years of Experience	Step	Level VII		Level VIII		Level IX	
		Daily	Hourly	Daily	Hourly	Daily	Hourly
0, 1, 2	1	\$137.70	\$17.21	\$155.76	\$19.47	\$158.83	\$19.85
3, 4	2	\$139.65	\$17.46	\$157.72	\$19.71	\$160.79	\$20.10
5	3	\$140.97	\$17.62	\$159.21	\$19.90	\$163.46	\$20.43
6	4	\$142.80	\$17.85	\$160.66	\$20.08	\$165.42	\$20.68
7	5	\$145.13	\$18.14	\$22.01	\$2.75	\$166.96	\$20.87
8	6	\$147.55	\$18.44	\$163.96	\$20.49	\$169.48	\$21.19
9	7	\$149.88	\$18.74	\$165.62	\$20.70	\$171.90	\$21.49
	8	\$152.31	\$19.04	\$167.26	\$20.91	\$174.43	\$21.80
10	9	\$154.73	\$19.34	\$168.91	\$21.11	\$176.95	\$22.12
11	10	\$157.07	\$19.63	\$170.56	\$21.32	\$179.47	\$22.43
12	11	\$159.78	\$19.97	\$172.20	\$21.52	\$182.28	\$22.79
13	12	\$164.34	\$20.54	\$176.17	\$22.02	\$187.23	\$23.40
14	13	\$167.44	\$20.93	\$178.50	\$22.31	\$190.73	\$23.84
15, 16	14	\$174.16	\$21.77	\$182.20	\$22.77	\$196.70	\$24.59
17 +	15	\$200.42	\$25.05	\$209.51	\$26.19	\$225.89	\$28.24

Employees working on authorized shifts with four (4) hours or more after 10:00 PM and before 7:00 AM and Transportation Department Mechanics whose shift begins at 3:30 PM will receive a 10% differential for the shift.

Topped Out Employees: 4% salary increase for all individual AFSCME employees currently (as of April 22, 2019) on the top step (and above) of any AFSCME salary schedule for the 2018/2019 contract year, retroactive

Annualized Hourly:

An annual salary quoted at 248 days may be prorated down based on a lesser number of actual workdays. The formula to prorate a 248-day salary down is as follows:

Annual salary amount quoted at 248 days, divided by 248, times number of days in actual contract (i.e. 236, 227, etc.) = Prorated salary at lesser number of days

Example:

\$40,000.00 at 248 days / 248 days = \$161.29 daily rate x 227 days = \$36,612.83 annually at 227 days

**Blue Collar
Bus Operators**

Years of Experience	Step	Level II
0, 1, 2	1	\$16.22
3, 4	2	\$16.58
5	3	\$16.74
6	4	\$17.06
7	5	\$17.33
8	6	\$17.60
9	7	\$17.85
	8	\$18.11
10	9	\$18.37
11	10	\$18.64
12	11	\$18.90
13	12	\$19.16
14 +	13	\$20.75
Lead Bus Operator		\$21.37

Note: Substitute bus operators will be paid the hourly rate for Level I, Step 1

Topped Out Employees: 4% salary increase for all individual AFSCME employees currently(as of April 22, 2019) on the top step (and above) of any AFSCME salary schedule for the 2018/2019 contract year, retroactive to July 1, 2018.

Food Service

Years of Experience	Step	Level I	Level II	Level III	Level IV
0, 1, 2	1	\$11.42	\$11.92	\$12.75	\$13.44
3, 4	2	\$11.81	\$12.31	\$13.15	\$13.83
5	3	\$11.93	\$12.41	\$13.26	\$13.94
6	4	\$12.31	\$12.55	\$13.44	\$14.10
7	5	\$12.57	\$12.95	\$13.83	\$14.51
8	6	\$12.85	\$13.23	\$14.08	\$14.77
9	7	\$13.15	\$13.48	\$14.33	\$15.02
	8	\$13.40	\$13.76	\$14.63	\$15.31
10	9	\$13.68	\$14.04	\$15.03	\$15.70
11	10	\$13.93	\$14.31	\$15.16	\$15.84
12	11	\$14.28	\$14.59	\$15.43	\$16.12
13	12	\$14.59	\$14.93	\$15.72	\$16.40
14	13	\$14.84	\$15.27	\$16.05	\$16.72
15, 16	14	\$15.29	\$15.50	\$16.34	\$17.01
17	15	\$18.21	\$15.98	\$16.67	\$17.36
18+	16	*	\$19.04	\$19.83	\$20.50

* Food Service Level 1, Step 15 is the top step for this level.

Assignment of positions to Levels – Food Service:

Level I – Food Service Assistants

Level II – Cook, Baker, Head Cashier

Level III – Food and Nutrition Lead

Level IV – Assistant Manager

Note: Level I employees contracted for three (3) hours or less per day will be paid at the hourly rate of Step 1 Level 1, regardless of years of experience.

APPENDIX B

FRINGE BENEFITS

A. Insurance

1. The Board will provide, without cost to fulltime employees, as part of the core benefit package, a group term life insurance policy in the amount of \$35,000 for each employee under the age of 65. For employees over the age of 65, this policy reduces to \$22,750 from age 65 – 69 and to \$17,500 from 70 or more. This shall include double indemnity for accidental death.
2. For employees who elect benefits, the Board will provide a flat amount not to exceed \$6,500 in an annual insurance contribution, which will be paid by the Board toward a core benefits package for all full-time Class 1 benefit eligible employees. For employees who elect benefits, the core benefits package to all full time employees will include: medical, dental, vision, and life insurance, as well as enrollment in the District's Employee Assistance Program (EAP). For employees who elect benefits, the Board shall also provide all full-time Class 1 benefit eligible employees with dental, vision and life insurance benefits at no cost to the employees. Dental insurance will be funded to the DHMO level.
3. The Board shall continue to contribute full-time benefits for those employees hired before July 22, 1997, who were regularly scheduled for duty for at least twenty (20) but less than thirty-seven and one-half (37-1/2) hours per week in accordance with the terms and conditions of the applicable legal settlement agreement.
4. Full-time employees are defined as employees in a regular position that are regularly scheduled to work at least 7.5+ hours per day (37.5+ hours per week). These employees will be designated as Class #1 employees for insurance purposes.
5. Part-time employees are defined as employees in a regular position scheduled to work less than thirty-seven and one-half (37.5) hours per week. These employees will be designated into two separate classes of employees for insurance purposes. Class #2 benefit eligible employees are employees that work 6 – 7.49 hours per day (30-37.49 hours per week). Class #2 benefit eligible employees will be enrolled in the district's Employee Assistance Program (EAP) are eligible to receive a flat rate contribution not to exceed \$5,800 if they elect to enroll in insurance benefits and may purchase family coverage. Class #3 benefit eligible employees are employees that work 4-5.99 hours per day (20-29.99 hours per week) and are not benefit eligible.
6. All new employees must satisfy a waiting period for insurance benefits. Benefits are effective the first day of the month following thirty (30) days of employment in an eligible position. A waiting period also applies to the transfer to an eligible position and upon return from an unpaid leave of absence (non-FMLA period). The employee must be actively at work on that date for insurance to begin. Insurance benefits end on the last day of the month following

termination of employment, non-renewal, or reduction in hours (unpaid leave of absence, non-FMLA). The School Board shall continue to provide a flat amount not to exceed \$6,500 in an annual insurance contribution towards a core benefits package for any bargaining unit member who is disabled and receiving workers' compensation for up to six (6) months following placement on workers' compensation leave.

7. Cafeteria Benefit Plan

a. The cafeteria plan for optional fringe benefits, intended to be in accordance with the requirements of IRS Code Section 125, shall be continued as a, "payroll deduction option".

8. Liability Insurance

The Board will provide School Leaders Errors and Omissions insurance for all employees in the amount of \$100,000.

9. The Union may appoint up to four (4) representatives to be members of the county-wide insurance committee. The insurance committee will recommend insurance program(s) for the succeeding year.

10. The Board and the Union, in conjunction with the Insurance Committee, agree to develop and institute, during the life of this Contract, an educational program designed to inform Board employees of the expanding crisis in health care costs and to provide employees with an understanding of what they may do to assist in holding down future health care premium increases.

B. Uniform Allowance

Employees required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or any protective device shall be furnished to the employee by the School Board; or a semi-annual allowance of \$65.00 shall be provided.

C. Terminal Pay for Sick Leave

1. The employee or his beneficiary shall be entitled to receive pay for accumulated sick leave established within the District, upon resignation, retirement, or death, as follows:

a. for employees hired on or before June 30, 2011:

- i. After the tenth (10th) consecutive year of service, the daily rate of pay multiplied by 50% (fifty percent), times the number of days of accumulated sick leave.
- ii. After the fifteenth (15th) consecutive year of service, the daily rate of pay multiplied by 100% (one hundred percent) times the number of days of accumulated sick leave.

b. for employees hired on or after July 1, 2011:

- i. After fifteen (15) consecutive years of service, the daily rate of pay multiplied by fifty percent (50%).

2. Employees qualifying for the above terminal pay at the end of the school year must give ninety days prior notice. The Superintendent may waive the ninety-day requirement.
- D. The Board has adopted a 401 (a) qualified retirement plan that is mandatory for all participants. This program was adopted to reduce an employee's tax liability on terminal pay (sick and vacation leave and bonuses).
 - E. With the exception of those employees who would have been eligible for early retirement within the next seven years, the early retirement option shall be eliminated upon approval by the State of Florida. Those employees who would have been eligible for early retirement within the next seven years shall be grandfathered under the prior provisions for early retirement, with the following exceptions:
 - Grandfathered employees shall have 30 days following ratification, or until January 15, 2003, whichever comes first to elect the early retirement option.
 - Grandfathered employees who do not elect the early retirement option within the above deadline shall not be eligible for early retirement.
 - Following the deadline, no grandfathered employee shall be permitted to make any change of election (either to opt in or to opt out).
 - Opting to retire early shall be executed in writing and addressed to the Director of Personnel, Superintendent and the AFSCME President.

Associated economic provisions:

- The annual savings from the elimination of Early Retirement shall be calculated actuarially by Price Waterhouse.
- The savings from the elimination of Early Retirement, minus the present value cost of the grandfathered employees' early retirement will be paid in a bonus check.
- Actual savings shall be disbursed by April 15 2003, upon the approval of the State of Florida.
- Other than for grandfathered employees, after the funding and distribution of the early retirement economic provisions, this section will not have effect on future contract years.

MCSO Proposal:

F. Shift Differential:

A shift differential of forty cents (.40¢) per hour shall be paid to those employees working afternoon/evening which starts at 12:30 P.M. or later.

APPENDIX C

EDUCATIONAL SUPPLEMENT

A. Initial Qualification

Employees wishing to apply for a professional growth supplement shall make written application on approved form(s) to the Chief Human Resource Officer no later than June 30th. Applications received after June 30th will not be considered. Applications for a professional growth supplement submitted prior to June 1st will be returned to the applicant. Upon receipt of the application, the Chief Human Resource Officer will determine eligibility. If approved, payment for the appropriate category will be made to the employee in a lump sum prior to September 30th of the subsequent fiscal year. If the application is denied for any reason, the applicant will be notified prior to August. Applications, which are denied, may be appealed to the Superintendent or his designee. The decision of the Superintendent or his designee will be considered final and will not be subject to appeal. Hours and credits earned in one category may not be used in another category. Supplements will not be awarded for any certification, training, or in-service points, which are a requirement of the employee's job description.

B. Category A - \$1,200

Effective July 1, 2019, AFSCME employees shall receive an Advanced Degree Supplement \$1,200 if they have earned a Bachelor's degree and their position does not require a Bachelor's degree.

C. Category B -- up to \$500

A supplement will be awarded to individuals who have completed educational and/or training programs directly related to their primary level of employment and job description.

Employees may be eligible for Category B Supplement upon completion of an associates degree, license, or other comparable, recognized, certification of competence. Upon completion of the program, the payment for the supplement will be continued from year to year provided the employee complies with necessary re-certification requirements as determined by the licensing or certifying organization.

D. Category C -- \$200.00

One hundred (100) hours of training through in-service or other professional growth activities relevant to the employee's job assignment as determined by the Chief Human Resource Officer. Training during duty hours as part of the job requirements shall not be included. Candidates may use hours accrued during the five (5) years prior to the supplement application date. The supplement shall continue on an annual basis for any year during which the employee completed an additional twenty (20) hours of training as outlined above.

E. Evaluation Committee:

A committee shall be comprised of the following representatives:

2 - AFSCME Representatives - appointed by AFSCME

2 - Representatives - appointed by the Superintendent and the Chief Human Resource Officer who will only vote in the case of a tie.

The committee shall review the credentials of all employees who had previously qualified for the terminated professional growth supplement for the purpose of determining eligibility for the new program. The committee shall, upon review, recommend to the superintendent or his designee the credentials to be transferred into the new program. The superintendent's decision shall be final.

GRIEVANCE FLOW CHART

SCHOOL BASED PERSONNEL:

	COMPLAINT	STEP I	STEP II	STEP III
Educational Paraprofessional	Assistant Principal or Department Head	Principal	Chief Human Resource Officer	Superintendent or Designee
Other WC School Based Personnel	Immediate Supervisor	Principal	Chief Human Resource Officer	Superintendent or Designee
Security Guards	Immediate Supervisor	Principal	Chief Human Resource Officer	Superintendent or Designee

COUNTY-WIDE PERSONNEL:

Instructional Center WC Personnel	Immediate Supervisor	Director as Assigned	Chief Human Resource Officer	Superintendent or Designee
Other WC Personnel	Immediate Supervisor	Director as Assigned	Chief Human Resource Officer	Superintendent or Designee
Migrant or Chapter I	Coordinator of Title I/ Migrant/ELL Program	Director of Elementary Prgs & School Improvement	Executive Director for Instructional Services	Superintendent or Designee

GRIEVANCE FLOW CHART

	COMPLAINT	STEP I	STEP II	STEP III
Food & Nutrition Services	Food & Nutrition Service Manager	Principal	Director of Food & Nutrition Services	Superintendent or Designee
Custodial, School Based	Plant Operator at each school	Principal or Designee	Director of Facilities/ Executive Director for Operations Services	Superintendent or Designee
Maintenance	Asst. Supervisor of Maintenance	Supervisor of Maintenance	Director of Facilities and Planning	Superintendent or Designee
Transportation & Bus Garage		District Liaison	Executive Director for Operations Services	Superintendent or Designee
Warehouse	Director of Purchasing and Warehousing Services	Executive Director for Operations	Chief Human Resource Officer	Superintendent or Designee
Instructional Center or Non-School Based Personnel	Immediate Supervisor	Assigned Administrator	Chief Human Resource Officer	Superintendent or Designee

GRIEVANCE FORM A - Step I

GRIEVANCE NUMBER _____

Name _____ Date Filed _____

Date of alleged violation _____ Home Phone _____

Time of alleged violation _____ Job Class _____

Place of alleged violation _____ Job Assignment _____

Employee's school or worksite _____

STATEMENT OF DISPUTE Specific Contract Article(s), Section(s), Line(s), Allegedly Violated.
(attachments if necessary)

Relief sought:

Signature of Grievant

Decision of Step I Management Representative:

Signature of Step I Management Representative

If not satisfied with Step I Management decision, Grievant may appeal on Form B, Step II

Signature of Grievant

Completion Date

Signature only indicates receipt of decision

GRIEVANCE FORM B - Step II

GRIEVANCE NUMBER _____

Signature of Grievant

Date

This form represents a formal appeal of the Step I Management decision

Date received by Step II Management Representative

Decision of Step II Management Representative:

Signature of Step II Management Representative

If not satisfied with Step II Management decision, Grievant may appeal on Form C, Step III

Signature of Grievant

Completion Date

Signature only indicates receipt of decision

GRIEVANCE FORM C - Step III

GRIEVANCE NUMBER _____

Signature of Grievant

Date

This form represents a formal appeal of the Step II Management decision

Date received by Superintendent/designee
(Step II Management Representative)

Decision of Step II Management Representative:

Signature of Step III Management Representative

If not satisfied with Step III Management decision, Grievant may submit grievance to Arbitration.

Signature of Grievant

Completion Date

Signature only indicates receipt of decision

DEPARTMENT OF HUMAN RESOURCE SERVICES

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

500 East Ocean Blvd • Stuart, Florida 34994 • Telephone (772) 219-1200 Ext: 30242 • Facsimile: (772) 219-1230



DEANA H. NEWSON, Director
Human Resource Services & Staff Development
GAIL WILLIAMS, Director of Personnel
HELENE BAXTER, Esq.
Labor/Employment Representative

Memorandum of Agreement
AFSCME Florida Council 79, Local 597
And
Martin County School Board

AFSCME and the Board agree to the following language in the AFSCME Master Contract in regard to fingerprinting for employees:

The Florida Legislature pursuant to § 1012.32 Florida Statute requires School Districts to fingerprint all current employees hired on or before June 30, 2004.

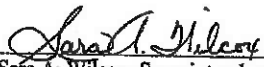
Florida Statute requires the Florida Department of Law Enforcement to maintain a data base of these fingerprints so that School Boards can run complete criminal history reports every five years.

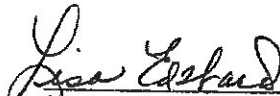
The Martin School District has agreed to pay the cost for re-fingerprinting all current employees, the FDLE yearly maintenance fee and the cost of running a complete criminal history check every five years.

This agreement is not intended to cover any future legislative mandates regarding fingerprinting.

For the Board

For AFSCME


Sara A. Wilcox, Superintendent
Date: 8-25-05


Lisa Edwards, President
Date: 8/29/05

Dr. Sara A. Wilcox, Superintendent
School Board Members: Dr. David L. Anderson • Laurie Gaylord • Susan J. Hershey • Nancy Kline • Lorie Shekallo

"An Equal Opportunity Agency"



AFSCME Florida Council 79

American Federation of State, County and Municipal Employees, AFL-CIO

Blondie P. Jordan
President

Jeanette Bartley
Treasurer

Ingrid Kerr
Recording Secretary

Carol Ann Lohndorf
Vice President
State Employees

Carrie Mitchell
Vice President
State University
Employees

Viviane Dixon-Shim
Vice President
City/County Employees

Edward Shaw, Sr.
Vice President
School Board Employees

Anne Asquith
Vice President
Private Employees

Executive Board

Region I
Betty King
Theodore Pye
Robert White, Jr.

Region II
James Jordan
Minnie Smothers
Mary Yancey

Region III
Barbara Giorgio
James Newell
Craig Lehning

Region IV
Jim Jacobs
Ernestine Hunter
Richard Thompson

Region V
Cloria Davis
Catharine Dunn
Janet Devoax

Trustees
Annie Baynham
Mildred Harris
Mary Kay

Sergeant at Arms
Edward Dumas

September 8, 1997

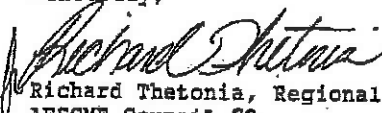
Ms. Jayne Palmer
Board Negotiator
Martin County School Board
Stuart, Florida 34997

Dear Ms. Palmer:

This will confirm our understanding as to the intent of the language of Article V, of the Collective Bargaining Agreement between the School Board and AFSCME Florida Council 79, Local 597.

The language of the Agreement stating that all employees within the bargaining unit have the right to be represented by the Union, is to read in conjunction with the statutory provision found at Section 447.401, Florida Statutes (1995), which states, in part, that "...certified employee organizations shall not be required to process grievances for employees who are not members of the organization."

Sincerely,


Richard Thetonia, Regional Director
AFSCME Council 79

RT/tk

cc: James A. Fertitta, President AFSCME Local 597.

APPROVED.


Jayne Palmer, Board Negotiator

720 E. Fletcher Ave., Suite 104

Tampa, Florida 33612

(813) 632-0411
WATS 1-800-234-6997

MEMORANDUM OF AGREEMENT
BETWEEN
MARTIN COUNTY SCHOOL DISTRICT
AND
AFSCME FLORIDA COUNCIL 79
LOCAL 597

The parties above, consistent with proposed amended Board Rule 6Gx43-9.02 agree as follows:

A maximum of 500 hours of annual leave may be accrued by employees. Maximum balances for employees who have more than 500 hours of accrued annual leave as of June 30, 1988, will be the balance accrued as of June 30, 1988. Annual leave balances in excess of the maximum (500 hours or balance on June 30, 1988, whichever is greater) will be reduced to the maximum allowed on June 30th of each year beginning on June 30, 2003. Employees who exceed the allowed maximum for reasons related to their position shall make application to the Superintendent for an exception. Reasons for an exception must be compelling and may include, but are not limited to: reassignment of employees, implementation of Federal or State rules, laws, or programs which require the employee's attendance, or other job related activities which are considered to be for the good of the service. If an exception is granted, the employee will be paid for the excess leave at the salary rate in effect at the time the excess leave was earned. In no case will the established maximum be increased.

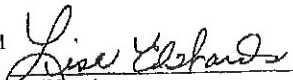
The parties further agree as follows:

All employees covered by this Memorandum with an annual leave balance exceeding 500 hours on June 30, 1988 will be notified of their maximum leave balance not later than 30 calendar days after execution of this Memorandum by the parties.

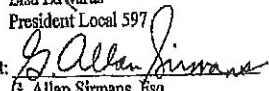
All employees covered by this Memorandum will be notified not later than 30 calendar days after execution of this Memorandum of the terms of this Memorandum.

The provisions of this agreement are effective upon execution and will be incorporated into the collective bargaining agreement between the parties at the next scheduled negotiating session whenever held.

For AFSCME
Florida Council
79, Local 597:


Lisa Edwards
President Local 597

For the District:


G. Allan Sirmans, Esq.
Labor/Employment Representative

MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597
and
The Martin County School District

Union Hours

AFSCME and the Martin County School District (the "District") have come to a tentative agreement regarding union leave. It is agreed that if the AFSCME union did not use all 90 hours of union leave in a contract year as permitted in Article 13(1), the AFSCME President would be permitted to convert any personal or vacation time that she used for union business that year to union leave (up to the 90 hours).

Wilene Barber
For the District

Man Bray
For AFSCME

9-19-07
Date

9/19/07
Date

7-16-07

MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597
and
The Martin County School District

Field Trip Bidding Procedure

AFSCME and the Martin County School District (the District) have come to an agreement that ~~if a field trip is assigned in violation of the field trip bidding procedure (including the emergency field trip list), then the employee who should have been awarded the field trip will automatically be assigned the next field trip that is equal to or greater than the field trip the employee was not awarded.~~

If the field trip bidding procedure is not followed more than 3 times in a school year, a committee of two (2) Union representatives and two (2) District representatives will convene to determine an appropriate remedy for violation.

This memorandum of agreement will be reviewed by the parties at the end of the 2006-07 school year and will be modified, integrated into the contract or allowed to expire. **It is agreed that this MOA will be re-opened in the 2007-08 contract negotiations.**

3
Deleene Bowler
For the District
Date 7/25/06

Man [Signature]
For AFSCME
Date 7/25/06

MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597
and
The Martin County School District

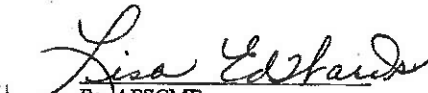
January 1, 2009 Pay Day Waiver

AFSCME Florida Council 79, Local 597 ("AFSMCE") and the Martin County School District (the District) agree to waive Article 4(E) of the Master Contract. In the 2008-2009 school year, a regularly scheduled pay date falls on January 1, 2009, which is a non-work day. Article 4(E) stipulates that salary checks will be issued every two weeks and shall normally be issued the Thursday following the end of the pay period. The parties agree that by waiving Article 4(E), the Thursday, January 1, 2009 pay will be paid on Friday, January 2, 2009. This waiver applies only to the 2008-2009 school year.

The January 1st salary check will be eligible for direct deposit on January 2, 2009. Employees not enrolled in direct deposit may either (i) pick up their checks on January 2nd at the Payroll Office during regularly scheduled business hours, or (ii) select to have their check sent via U.S. Mail on January 2, 2009. The District will be responsible for addressing the mailing envelopes and paying postage for checks distributed by mail. If teachers wish to have their check sent by mail, they must notify Kathy Ritch in Payroll via email and provide their mailing address no later than Wednesday, December 17, 2008. Any check not picked up will be sent to the work site on January 5, 2009.


For the District

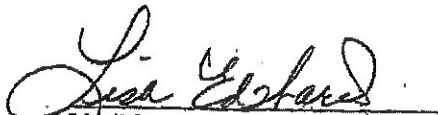
Date


For AFSCME

Date


MEMORANDUM OF AGREEMENT
Between
The Martin County Education Association
and
AFSCME Florida Council 79, Local 597

The following is an agreement reached between the Martin County School District and AFSCME Florida Council 79, Local 597, in which both parties agree that the District will pay non-instructional bargaining unit personnel a one-time \$300 bonus. It is further agreed that there will be no Step increase for the 2008/2009 school year.

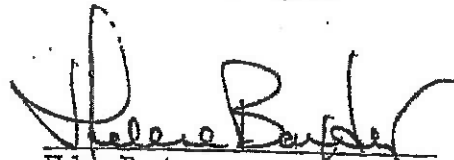


Lisa Edwards
For AFSCME


1-23-09
Date



Marc Brown
AFSCME
1/23/09



Helene Baxter
For the District

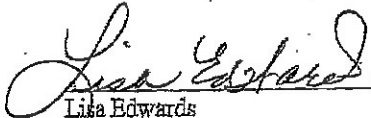


Nancy King
Superintendent

1-23-09
Date

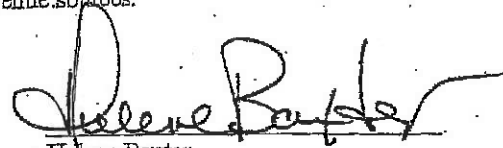
MEMORANDUM OF AGREEMENT
Between
The Martin County Education Association
and
AFSCME Florida Council 79, Local 597

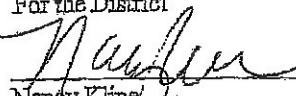
The following is an agreement reached between the Martin County School District and AFSCME Florida Council 79, Local 597, in which both parties agree to re-open salary negotiations in the event of a budget windfall resulting from actions undertaken by the Florida Legislature, additional federal funds received through the state, or any other increases in currently budgeted revenue sources.


Lisa Edwards
For AFSCME

1-23-09
Date

Man Bror
AFSCME
1/23/09


Helene Barter
For the District


Nanty Kline
Superintendent

1-23-09
Date

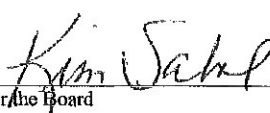
MEMORANDUM OF UNDERSTANDING
between
The Martin County School District
and
AFSCME Florida, Council 79, Local 597 (AFSCME)

Compassionate Leave Bank

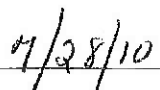
AFSCME Florida, Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding creation and implementation of a Compassionate Leave Bank as stipulated below:

Compassionate Leave Bank: The compassionate leave bank exists so employees may donate payout of sick leave days for use by eligible employees who need extended time off due to a catastrophic, serious health condition of a member of the employee's immediate family for whom the employee is the primary care giver. "Family member shall mean father, mother, son, daughter, sister, brother, aunt, uncle, first cousin, niece, nephew, husband, wife, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, half brother or half sister." Funds generated from the payout of donated sick leave shall be deposited into the compassionate leave bank.

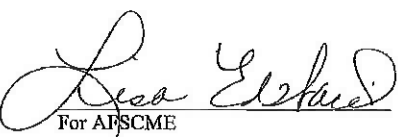
1. Compassionate leave may be granted for catastrophic events including serious injury, illness or death of someone in the immediate family. Normal pregnancy, common illness, illness or injury covered by Workers' Compensation, mental/nervous conditions, chemical dependency, alcoholism or related conditions are not eligible for compassionate leave.
2. Sick leave payout is available for donors wishing to voluntarily contribute a designated number of days to the compassionate leave bank. Donors may specify the individual who will be the recipient of these days.
 - a. A donor may authorize a deposit of the value of unused sick leave earned into the compassionate leave bank by completion of the appropriate form. The leave payout shall be based on the current daily rate of pay of the employee multiplied by eighty percent (80%) of the value of the day.
 - b. The amount of days contributed by any one donor may not exceed five (5) days per year.
 - c. Days for which such payment is deposited shall be deducted from the employee's accumulated leave balance. The payout for the accumulated leave and deposit into the bank shall be reflected on the employee's paycheck stub.
 - d. Unused leave shall not be kept by the recipient or returned to the donor but will be retained in the bank.
3. The employee receiving compassionate leave bank days shall be responsible for taxes arising from this transaction. While using compassionate leave, the employee will not accrue annual or sick leave.
4. An overview committee will be formed to review administration of the bank and determine disputed eligibility. AFSCME shall have representation and voting rights equal to other groups represented on this committee.



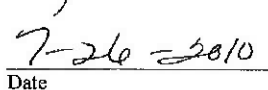
For the Board



Date



For AFSCME



Date

*NCSE approved
8/15/10*

AMENDED MEMORANDUM OF AGREEMENT

Between

AFSCME Florida Council 79, Local 597

and

The Martin County School District

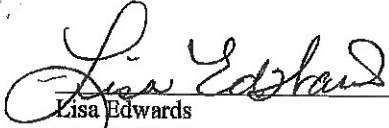
AMENDING THE 2010/2013 CONTRACT

The following is an agreement reached between the Martin County School District and AFSCME Florida Council 79, Local 597 which will amend the Master Contract. In recognition of the newly created positions of Behavior Technician and Assistive Technology Assistant, all future individuals employed by the Martin County School District in these newly created positions will receive and be granted credit on the salary schedule for all verified years of public and/or private experience (subject to salary schedule maximum) effective August 1, 2010. Granting of additional years of experience will not expand the existing salary schedules in any way.

The Personnel Office will review verified experience of all current and future employees for additional credit on the salary schedule. Experience must be evaluated and deemed appropriate according to Martin County School District policies and procedures.


In addition, the position of Assistive Technology Assistant will be designated as an AFSCME Level III Position (White Collar) 227 day contract position and the position of Behavior Technician will be designated as an AFSCME Level V Position (White Collar) ~~227~~ 187 contract day position.

This agreement represents acceptance of an addition to the 2010/2013 Master Contract by the Martin County School District and AFSCME.



Lisa Edwards
For AFSCME
8/24/11

Date



Nancy Kline
For the District
9-20-11

Date

20.03
12-20-11


MEMORANDUM OF AGREEMENT
Between
AFSCME Florida Council 79, Local 597
and
The Martin County School District
AMMENDING THE 2010/2013 CONTRACT

The following is an agreement reached between the Martin County School District and AFSCME Florida Council 79, Local 597, which will amend the Master Contract. In recognition of the newly created position of Brailist, all future individuals employed by the Martin County School District in this newly created position will receive and be granted credit on the salary schedule for all verified years of public and/or private experience (subject to salary schedule maximum) effective August 1, 2011. Granting of additional years of experience will not expand the existing salary schedules in any way.

The Personnel Office will review verified experience of all current and future employees for additional credit on the salary schedule. Experience must be evaluated and deemed appropriate according to Martin County School District policies and procedures.

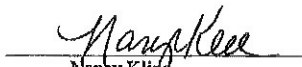
In addition, the position of Brailist will be designated as an AFSCME Level V Position (White Collar), 7.5 hour work day, 187 day contract position. The prorated salary range is \$18,008.10 to \$26,633.48 based on what step the employee is given at time of hire.

This agreement represents acceptance of an addition to the 2010/2013 Master Contract by the Martin County School District and AFSCME.



Lisa Edwards
For AFSCME
11-9-2011

Date



Nancy Kline
For the District
12-20-11

Date

AMENDED
MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597
and
The Martin County School District

Re-Bidding 2012/2013 Bus Routes Due to Block/Bell Scheduling Changes

AFSCME and the Martin County School District (the "District") have reached an agreement regarding the re-bidding of regular bus routes as a result of the high school schedule change from block to bell scheduling during the 2011/2012 school year. This method is designed to create parity and equity in the assignment of routes between senior and less senior bus drivers. It is agreed that this MOA will become a permanent part of the 2011/2012 contract upon ratification.

Since the 2011/2012 lock in routes have an average length of time that is approximately six percent (6%) less than the 2010/2011 routes, the bus operator and bus assistant wage scale will be permanently increased by six percent (6%).

The new routes, with associated job preps/activity runs, will be posted no later than August 3, 2012. Bus operators and Assistants will be compensated for one hour of time for purposes of bidding on August 10, 2012. The Director of Transportation shall establish a phased schedule for the bidding in order to minimize the amount of time employees will need to be present.

All routes, with associated job preps/activity runs, will be bid in the same way routes have previously been bid in the District.

Any bus operator or bus assistant who had fringe benefits for the 10/11 year will continue to receive the benefits upon the same terms as a full-time employee; provided that such bus driver or assistant will lose the entitlement to such benefits if the bus driver or assistant requests to have part of the route eliminated or regularly calls off for any part of the route. The Director of Transportation shall consult with the Union President prior to terminating benefits for regularly calling off for part of a route. Nothing herein shall be deemed to diminish rights of employees hired on or before July 22, 1997, to fringe benefits pursuant to Appendix B, (A), (2).

Kim Sabal
For the District
7/19/12
Date

Maryjill Hannon
For AFSCME
7/19/12
Date

MEMORANDUM OF AGREEMENT
Between
AFSCME Florida Council 79, Local 597
and
The Martin County School District

AMENDING THE 2010/2013 CONTRACT

The following is an agreement reached between the Martin County School

District and AFSCME Florida Council 79, Local 597 which will amend the Master Contract. In recognition of the newly created position of Food and Nutrition Services Lead, all future individuals employed by the Martin County School District in this newly created position will receive and be granted credit on the salary schedule for all verified years of public and/or private experience (subject to salary schedule maximum). Granting of additional years of experience will not expand the existing salary schedules in any way.

The Personnel Office will review verified experience of all current and future employees for additional credit on the salary schedule. Experience must be evaluated and deemed appropriate according to Martin County School District policies and procedures.

The newly created position of Food and Nutrition Services Lead will be designated as an AFSCME Level III Position (White Collar) Hourly contract position.

In addition, the existing position of Food and Nutrition Services Assistant Manager will be designated as an AFSCME Level IV Position (White Collar) contract position. These amendments will go into effect March 20, 2013.

This agreement represents acceptance of an addition to the 2010/2013 Master Contract by the Martin County School District and AFSCME.



Lisa Edwards
For AFSCME



Kim Sabol
For the District

March 5, 2013
Date

March 5, 2013
Date

MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597
and
The Martin County School District

Field Trip Pilot Program

AFSCME and the Martin County School District (the "District") have mutually reached this agreement regarding managing overtime while bidding and awarding field trips. Field trips will be defined as trips requiring the use of Martin County School Buses which transport students to off campus activities. It is agreed that this MOA will expire on June 30, 2014, and that the MOA can be cancelled by written notice of either party with fifteen (15) days written notice. This is a "pilot" program and is not intended to replace summer programs.

Terms and Conditions:

1. All transportation employees will be eligible to take (bid and be awarded) field trips Monday through Friday of each week regardless of school closings or Holidays.
2. No employee can exceed forty-hours in a work week under this pilot program.
3. Lock-in times will be deducted from total trip time. Drivers will be paid for extra time.
4. Field trips bid upon and awarded under this program must be for the minimum number of hours equal to the driver's lock-in.
5. Requests for additional field trips to make up for time lost due to absence(es) will not be permitted.
6. Bidding will take place every Tuesday at 9:30 a.m. or as soon thereafter as is reasonable.
7. The seniority list will be followed as outlined in Article 15.
8. Procedures for cancellation of field trips will be followed as outlined under Article 15.
9. No more than five (5) regular drivers or regular bus assistants may be awarded field trips on any given day.

Proxy: Drivers can bid for field trips by proxy. Drivers must complete the Martin County School District Field Trip Proxy Form. Proxy forms must be completely filled out in order to be valid. Incomplete proxy forms will be disqualified from the bid. Drivers must select field trips in order of preference. Writing the word "**anything**" on

the proxy will render that form incomplete and the proxy will be disqualified from the bid.

Trip Cancellations: Drivers who are scheduled for a field trip will receive call-out pay pursuant to Article 15, Section A of the contract between the District and AFSCME for trips that are cancelled by management within three (3) hours prior to the designated start time of the trip. There will be no call-out pay for the cancellation of emergency trips.


Regular drivers and/or bus assistants are required to make all assigned field trips. The unexcused refusal of more than two (2) previously bid field trips will result in the removal of that employee from all field trip rotation rosters for the remainder of that school year.

Excused refusals shall be for personal illness or the illness or death of an immediate family member, or for previously approved leave in accordance with School Board policy.

Any regular driver or assistant who fails to complete two (2) accepted field trips with less than (24) hours notice will forfeit the right to participate in field trip bidding for the remainder of the school year.


Any driver or assistant who shows up more than ten (10) minutes late for an assigned field trip without a valid reason will be removed from the field trip rotation roster for the remainder of the school year for the second offense.

Management will reassign the cancelled or refused trip(s) in order of seniority on the rotation roster. If the next two drivers on the rotation roster are unavailable, management shall document their efforts and can then assign the trip to any available driver, using substitute drivers only in an urgent situation.



For the District
10/2/13

Date



For AFSCME
10/1/13

Date

MEMORANDUM OF AGREEMENT

between

AFSCME Florida Council 79, Local 597

and

The Martin County School District

Wherein the parties recognize that proposed School Board Policy 6560 set for final hearing and Board adoption on the November 17, 2015, regular school board agenda reflects the Board's desire and intention to implement an equitable and consistent retiree health insurance policy moving forward; and


Wherein the parties acknowledge that adopting the retiree insurance policy proposed under School Board Policy 6560 is more advantageous to bargaining unit members than the most recent revisions under Appendix B, Fringe Benefits; and

Wherein due to the projected timeline of regular open enrollment for employee insurance which will occur in April or May, 2016 compared to the required ninety (90) day time requirement to schedule a special enrollment for AFSCME bargaining unit employees on or after February 15, 2016;

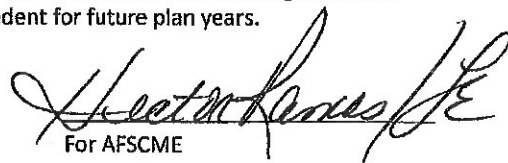
It is herein agreed by the parties to maintain the status quo under the 2013-2016 AFSCME contract prior to the ratification of the 2014/2015 Additions for both current AFSCME employee insurance and AFSCME retiree insurance until the regular insurance enrollment period scheduled to occur in April/May, 2016.

This agreement alleviates the necessity of the additional \$250 one time contribution to those employees who select the HMO 47 plan for the 2015-2016 plan year only.

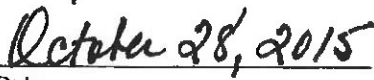
All other provisions of the AFSCME contract retain full force and effect. Nothing contained herein shall establish any practice or set any precedent for future plan years.



For the District



For AFSCME



Date



Date

MEMORANDUM OF AGREEMENT

between

The Martin County Education Association,

and

AFSCME Florida Council 79, Local 597


2015/2016 Pay Calendar

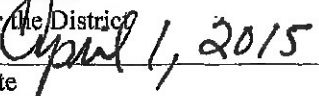
AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding pay date changes for the 2015/2016 pay calendar. AFSCME and the District have collaboratively reached this agreement to avoid the creation of twenty-seven (27) pays in fiscal year 2016 and calendar year 2015. A change in the number of pays from twenty-six (26) to twenty-seven (27) can create a negative financial impact for employees when applying voluntary/involuntary payroll deductions. Additionally, Union contract language and District Budgeting places the total pay checks at twenty-six (26) per fiscal year.

Taking into consideration the economic situation many employees currently face, AFSCME and the District have agreed to the following change to the current pay date schedule:

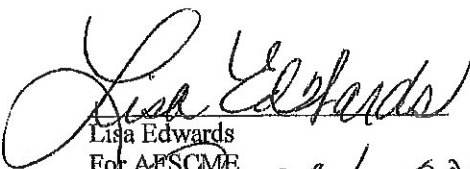
To avoid the creation of twenty-seven (27) pays in fiscal year 2016, payroll will consolidate three payrolls into two, lengthening the time between the second December 2015 payroll and the first January 2016 payroll and between the first and second payrolls in January, 2016. The pay date currently scheduled for Thursday, December 31, 2015, and the pay date currently scheduled for January 14, 2016, will be consolidated into one payroll to be issued on January 7, 2016.

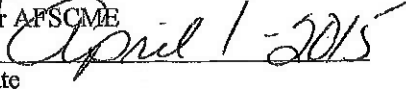
This will create twenty (20) days between payrolls for two consecutive payroll cycles. There will be no change to employees' bi-weekly gross pay and no impact to employee benefits. The number of days between regular pay dates is thirteen (13). After the January 7, 2016 payroll forward, the pay date schedule would follow the dates as originally created.



Kim Sabol
For the District


Date



Lisa Edwards
For AFSCME


Date

MEMORANDUM OF AGREEMENT

Between

AFSCME Florida Council 79, Local 597

And

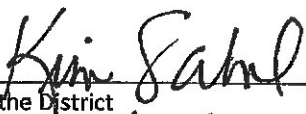
The Martin County School District

Transportation Department Bus Operator Bumping Rights

AFSCME and the Martin County School District (the "District") have mutually reached this agreement regarding the bumping rights of District Bus Operators. This MOA will be effective upon the date of its execution by AFSCME and the District.

Terms and Conditions:

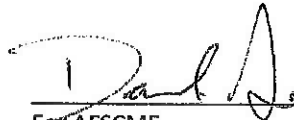
1. All District Bus Operators covered by the collective bargaining agreement between the District and AFSCME to whom the District gives notification of layoff shall continue to have bumping rights as provided by Article 9 Section F of the collective bargaining agreement.
2. District Bus Operators who are involuntarily transferred to a different route pursuant to Article 9 Section E shall not have bumping rights as provided by Article 9 Section F and instead shall be required to work a new route assigned by the District.
3. Bus Operators involuntarily transferred under Section 2 of this Memorandum of Agreement shall not have their daily hours of work reduced for the remainder of the school year.
4. The District will seek Bus Operators willing to volunteer to switch routes with the Bus Operator involuntarily transferred under Section 2 of this Memorandum of Agreement prior to switching two Bus Operator routes involuntarily.



For the District

8/12/14

Date



For AFSCME

8/7/2014

Date

MEMORANDUM OF AGREEMENT

between

AFSCME Florida Council 79, Local 597

and

The Martin County School District

Energy Conservation Schedules


AFSCME and the Martin County School District (the "District") have mutually reached this agreement regarding **Energy Conservation Schedules** and agree as follows:

Beginning with the 2014/2015 school year, the District will designate certain building closings/shutdowns during Winter Break, Spring Break and Summer Schedules as part of the District's on-going energy conservation initiative and will distribute modified work schedules in accordance with the District energy conservation mission. The allotted work days per employment calendar for any bargaining unit employee will not be reduced; however, during those designated energy conservation schedules, employees may be required to report to alternate work sites at the discretion of their direct supervisor or the Superintendent. Beginning in the summer of 2015, all employees will be required to work four day/ten hour *day shift* schedules and must adhere to the schedule options distributed by the Superintendent's office in accordance with Article 4.K. of the AFSCME contract.

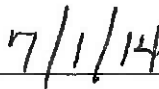
The "Winter Break" and "Spring Break" portion of this MOU are "pilot" programs for the 2014/2015 school year which will sunset on August 1, 2015. Summer Schedules are governed by Article 4.K of the AFSCME contract.



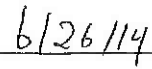
For the District



For AFSCME



Date



Date

MEMORANDUM OF AGREEMENT

between

AFSCME Florida Council 79, Local 597

and

The Martin County School District

Article 15

Job

Preps and Activity Runs

AFSCME and the Martin County School District (the "District") have mutually reached this agreement regarding Job Preps and Activity Runs and have agreed to modify existing contract language as follows:

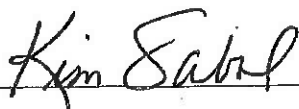
Job Prep Runs and *Activity Runs* that are regularly scheduled to run will be included in the regular school bus routes as an activity run. The total route time will be used for the purpose of determining employee benefits. An activity run will continue to be considered for the calculation of benefits so long as it is scheduled. Activity runs and job prep runs will be used for the purpose of calculating "lock in" hours and compensation so long as they are scheduled. Compensation will be calculated as provided for in Article 15 Section B and Article 4, Section E.

Once assigned to a route the activity run will remain permanently attached to that route. A Bus Driver may request the Activity Run be removed from the route twenty days prior to the start of the new school year or during the school year at the operator's request and at the District's discretion the District may:

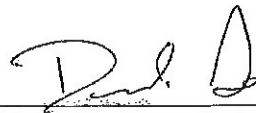
- Offer the activity run through the bidding process or
- Add the run to an unassigned bus route for bidding, or
- May assign it to the route driver with the least seniority.

The activity run will remain on the original route until the District finds another suitable solution at the same or lesser cost. A bus driver or assistant will lose the entitlement to their bid awarded route if the bus driver or assistant calls off for any job prep or activity run that is permanently attached to their route more than three times in one year.

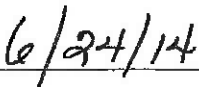
This is a "pilot" program for the 2014/2015 school year and, if successful, will replace existing contract language for the 2015-2016 additions.



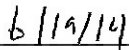
For the District



For AFSCME



Date



Date

MEMORANDUM OF AGREEMENT
between
The Martin County Education Association,
and
AFSCME Florida Council 79, Local 597

Pay Calendar

The Martin County Education Association (the MCEA), AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding the pay calendar. MCEA, AFSCME and the District have collaboratively reached this agreement to address the normal shift in the physical calendar whereby a standard biweekly pay schedule creates twenty-seven (27) pay dates.

To lessen the financial impact for all employees during those years, the parties agree to an adjustment of the annual salary divisor by twenty-seven. This adjustment will create twenty-seven (27) pays instead of twenty-six (26) and the final pay will not contain any benefit deductions.

Kim Sabal
Kim Sabal
For the District
February 3, 2016
Date

Lisa Edwards
Lisa Edwards
For AFSCME
February 3, 2016
Date

Pam Kessler
Pam Kessler
For MCEA
February 4, 2016
Date

MEMORANDUM OF AGREEMENT
Between
Martin County School District
and
AFSCME Florida Council 79, Local 597

Holiday and Sick Leave Accrual

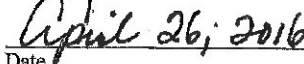
AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding accrual of sick leave and Holiday pay for regular contract bus operators. Each regular contract bus operator will be credited with four (4) days of sick leave (32 hours) the first day of employment as outlined under Article 10.A.1. Thereafter, each regular contract bus operator will be credited with an additional day (8 hours) at the end of each month of employment not to exceed one (1) day (8 hours) for each month employed. The scheduled time of the route used at bidding will not be used to calculate sick leave accrual. The hours worked as indicated by the Time and Attendance system will not be used to calculate sick leave accrual. When a regular contract bus operator takes a sick day, eight (8) hours of sick leave will be deducted from their accumulated sick leave. If a regular contract bus operator uses sick leave for only half of their route (a.m. or p.m.), four (4) hours of sick leave will be deducted from their accumulated sick leave. All other provisions of AFSCME contract retain full force and effect.

Regular contract bus operators will receive eight (8) hours of holiday pay for the paid holidays designated under Article 4.A.12., regardless of their actual clock in/clock out time as indicated through the Time and Attendance system for that pay period. Bus operators must be in a paid status (i.e. annual or sick leave) on the regularly scheduled work day immediately before and immediately after the paid holiday as required under Article 4.A.12. to be eligible to receive holiday pay. The scheduled time of the route used at bidding will not be used to calculate holiday pay. The hours worked as indicated by the Time and Attendance system will not be used to calculate holiday pay. All other provisions of the AFSCME contract retain full force and effect.

This agreement will take effect July 1, 2016.



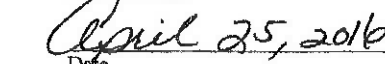
Kim Sakal
For the District



Date April 26, 2016



Lisa Edwards
For AFSCME

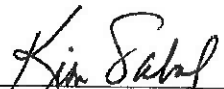


Date April 25, 2016

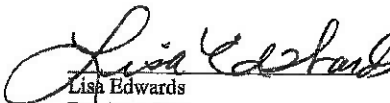
MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597,
and
The Martin County School District

ESE Supplement

AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding the ESE Supplement. ESE Paraprofessionals in self-contained classrooms who work with special needs students and bus assistants on handicapped buses will be compensated by an additional 5% of base salary for their position. All other provisions of the AFSCME contract retain full force and effect.



Kim Sabol
For the District
Date May 12, 2016




Lisa Edwards
For AFSCME
Date May 12, 2016

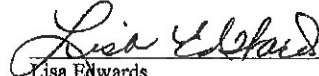
MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597,
and
The Martin County School District

ELL Supplement

AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding the ELL Supplement. Paraprofessionals assigned to Title I schools who are fluently bilingual and support English Language Learner students in the classroom will be compensated by an additional 4% of base salary for their position. All other provisions of the AFSCME contract retain full force and effect.



Kim Sabol
For the District
Date 4/24/17




Lisa Edwards
For AFSCME
Date 4-24/17

MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597,
and
The Martin County School District

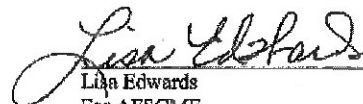
AFSCME Summer Program Stipend

AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding a summer program hourly stipend for support staff. Summer Program Support Staff shall be compensated with a \$15.00/hour stipend. All other provisions of the AFSCME contract retain full force and effect.



Kim Sabol
For the District
4/24/17

Date



Lisa Edwards
For AFSCME
4/24/17

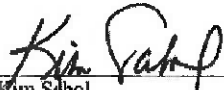
Date

MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597,
and
The Martin County School District

High School Diplomas


AFSCME Florida Council 79, Local 597 (AFSCME) and the Martin County School District (the District) have come to an agreement regarding currently employees and the minimum qualification requirement for a high school diploma. All AFSCME bargaining unit employees employed with the Martin County School District as of the date of this fully executed Memorandum of Agreement will not be required to provide proof of obtaining a high school diploma as long as they remain employed in their current position.

Any current AFSCME bargaining unit employee, who voluntarily changes positions within the district, applies for another position within the district, or returns to employment with the district after a break in service, will be required to provide proof of a conferred high school diploma or equivalency in addition to fulfilling all other employment requirements. Nothing contained herein shall prevent the District from taking disciplinary action against an employee for falsification of an employment application. All other provisions of the AFSCME contract retain full force and effect.



Kim Sabol
For the District
4/26/17

Date



Lisa Edwards
For AFSCME
April 26, 2017

Date

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MEMORANDUM OF AGREEMENT
Between
American Federation of State, County and Municipal Employees
and
The Martin County School District

MILLAGE STIPEND

- 1. The provisions of this Memorandum of Agreement (“MOA”) apply *only* to the Millage Stipend (“MS”) funded by Additional Voted Millage passed on August 28, 2018. If Millage revenue decreases before this MOA or its “mirror” MOA (see below) sunsets, this MOA may be renegotiated.
- 2. The MS is available to all members of the Bargaining Unit; amounts will be awarded to each employee based on the limitations described herein.
 - a. MS Award Amounts:
 - i. A total of \$1,000,000.00 shall be allocated to Bargaining Unit employee awards. Before awards are made, the Martin County School District (“MCSD”) will first reserve an amount sufficient to cover the impact of the MCSD’s portion of FRS and Social Security contributions and workers compensation impact.
 - ii. Each employee will receive an amount based on the employee’s years of service, subject to 2.b. below.

Years of Service	Millage Stipend
< 1	\$250
1 – 5	\$400
6 – 10	\$1,000
11 – 15	\$1,600
16+	\$1,800

Martin County School District
 Proposal #1
 March 7, 2019
 Proposal #2
 April 22, 2019
 Blended Proposal #1
 April 22, 2019

TA'd 4-22-19
 AFSCME
 MCSD

- 1 b. In order to receive an award, a Bargaining Unit employee must
 2 complete the academic year, be renewed for the next academic year in the
 3 bargaining unit, and be an active employee in good standing at the time of
 4 distribution.
- 5 i. Bargaining Unit employees that work a full academic year and
 6 meet the remaining eligibility criteria will receive a full award.
- 7 ii. Bargaining Unit employees that do not work a full academic
 8 year and meet the remaining eligibility criteria will receive a prorated award
 9 so that an employee receives an amount proportionate to the actual days
 10 worked in the employee's respective contract year.
- 11
- 12 c. Timing of Awards:
- 13 i. Fixed Awards: Awards as described in 2.a above will be paid
 14 on or before September 1 following the academic year to which the award
 15 applies. The Millage Stipend is subject to usual withholdings and taxes, and
 16 Florida Retirement System ("FRS") contributions similar to regular wages.
- 17 ii. At the end of the MCSD's fiscal year, those funds remaining
 18 will be rolled over and included in the next fiscal year's distribution
 19 allocation.
- 20
- 21 3. Additional conditions:
- 22
- 23 a. Employees on Family and Medical Leave ("FML") or Workers'
 24 Compensation Leave will be treated in keeping with the FML statutory
 25 requirements *except that* an employee that is not an active employee in good
 26 standing at the time a MS is distributed will receive the MS no more than 30
 27 days following the employee's return to active employment.
- 28
- 29 b. Retiring Employees – A "retiring employee" is an employee that is
 30 eligible to retire pursuant to the rules of the FRS *and* does retire and receive
 31 retirement payments or distributions.
- 32 i. Employees retiring (as above) at any point in the academic year
 33 will receive a prorated MS at the time the MS is awarded for that MS year.

Martin County School District
 Proposal #1
 March 7, 2019
 Proposal #2
 April 22, 2019
 Blended Proposal #1
 April 22, 2019

TA'd 4-22-19
 AFSCME
 MCSD

1 ii. Employees retiring (as above) at the completion of the
2 academic year will receive a full MS at the time the MS is awarded for that
3 MS year.
4

5 4. This MOA sunsets on June 30, 2020. Before this MOA sunsets, the MCSD
6 and the American Federation of State, County and Municipal Employees
7 ("AFSCME") agree to enter into a "mirror" MOA for an additional two
8 years, which MOA will sunset on June 30, 2022.
9

10
11 K. Diane Smith
12 For MCSD

Lisa Edwards
For AFSCME

13
14 4-22-19
15 Date

4-22-2019
Date

Martin County School District
Proposal #1
March 7, 2019
Proposal #2
April 22, 2019
Blended Proposal #1
April 22, 2019

TA'd 4-27-19
AFSCME
MCSD

**MARTIN COUNTY SCHOOL BOARD
AFSCME COUNCIL 79
STRENGTH IN NUMBERS PROGRAM
AFSCME CHECKOFF AUTHORIZATION**

Work Location	Title
Full Name	Soc. Sec. No.
	Bargaining Unit

direct the Martin County School Board by and through its Agency, to deduct from my pay semi-monthly, beginning with the pay for the first full pay period from the date this authorization is received by the Agency, employees organization membership dues and uniform assessments, if any, of the American Federation of State, County and Municipal Employees (AFSCME, AFL-CIO), in the amount as may be established from time to time in accordance with the Constitution and By-Laws of AFSCME and certified in writing to the Martin County School Board by an accredited officer and direct the Martin County School Board to pay over the sum or sums so deducted to a duly authorized representative of AFSCME.

This authorization is made pursuant to Section 447.303, Florida Statutes, and shall continue until 1) revoked by me at any time upon 30 days written notice to my employer and the employee organization, 2) revoked pursuant to Section 447.507, Florida Statutes, 3) the termination of my employment, or 4) my transfer, promotion or demotion out of this bargaining unit.

Date	Employees Signature
Work Location	Title
Full Name	Soc. Sec. No.
	Bargaining Unit

direct the Martin County School board by and through its Agency, to deduct from my pay semi-monthly, beginning with the pay for the first full pay period from the date this authorization is received by the Agency, employees organization membership dues and uniform assessments, if any, of the American Federation of State, County and Municipal Employees (AFSCME, AFL-CIO), in the amount as may be established from time to time in accordance with the Constitution and By-Laws of AFSCME and certified in writing to the Martin County School Board by an accredited officer and direct the Martin County School Board to pay over the sum or sums so deducted to a duly authorized representative of AFSCME.

This authorization is made pursuant to Section 447.303, Florida Statutes, and shall continue until 1) revoked by me at any time upon 30 days written notice to my employer and the employee organization, 2) revoked pursuant to Section 447.507, Florida Statutes, 3) the termination of my employment, or 4) my transfer, promotion or demotion out of this bargaining unit.

Date	Employee's Signature		
Address	City	State	Zip Code
Hours of employment	Hours worked per day	Home Phone	

RETURN COMPLETED FORM TO PRESIDENT OF LOCAL

1 b. In order to receive an award, a Bargaining Unit employee must
2 complete the academic year, be renewed for the next academic year in the
3 bargaining unit, and be an active employee in good standing at the time of
4 distribution.

5 i. Bargaining Unit employees that work a full academic year and
6 meet the remaining eligibility criteria will receive a full award.

7 ii. Bargaining Unit employees that do not work a full academic
8 year and meet the remaining eligibility criteria will receive a prorated award
9 so that an employee receives an amount proportionate to the actual days
10 worked in the employee's respective contract year.

11
12 c. Timing of Awards:

13 i. Fixed Awards: Awards as described in 2.a above will be paid
14 on or before September 1 following the academic year to which the award
15 applies. The Millage Stipend is subject to usual withholdings and taxes, and
16 Florida Retirement System ("FRS") contributions similar to regular wages.

17 ii. At the end of the MCSD's fiscal year, those funds remaining
18 will be rolled over and included in the next fiscal year's distribution
19 allocation.

20
21 3. Additional conditions:

22
23 a. Employees on Family and Medical Leave ("FML") or Workers'
24 Compensation Leave will be treated in keeping with the FML statutory
25 requirements *except that* an employee that is not an active employee in good
26 standing at the time a MS is distributed will receive the MS no more than 30
27 days following the employee's return to active employment.

28
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30 eligible to retire pursuant to the rules of the FRS *and* does retire and receive
31 retirement payments or distributions.

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33 will receive a prorated MS at the time the MS is awarded for that MS year.

Martin County School District
Proposal #1
March 7, 2019
Proposal #2
April 22, 2019
Blended Proposal #1
April 22, 2019

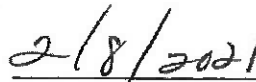
TA'd 4-22-19
AFSCME
MCSD

SIDE LETTER: FFCRA LEAVE

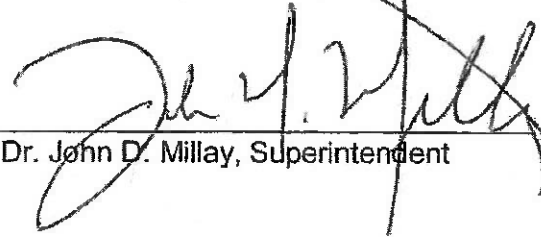
The District will provide \$185,000 (used by both the instructional and non-instructional white collar and blue collar units) to subsidize paid FFCRA leave not exhausted before 12/31/2020 under the same terms and conditions that were previously in place for such leave. The District and the Association will review the utilization of this fund during the regular labor relations meetings.




Lisa Edwards, President, Local 597



Date



Dr. John D. Millay, Superintendent



Date

WSACTIVELLP:12046493.1

Memorandum of Understanding
BETWEEN
The Martin County School District
AND
AFSCME Florida Council 79
Regarding 2021 Summer Program Attendance Bonus

The following is an agreement between the Martin County School District (MCSD) and AFSCME Florida Council 79 regarding eligibility for an employee bonus incentive payment for participating in a MCSD approved summer work assignment. The parties agree to implement this agreement from June 2, 2021 through July 1, 2021.

In response to the COVID-19 Pandemic and the need to provide robust summer programming to meet the academic needs of our students, and in recognition and appreciation for the extraordinary efforts of employees throughout the pandemic, the MCSD agrees to implement a summer 2021 bonus incentive payment as follows:

Any AFSCME bargaining unit member who accepts a MCSD approved 2021 summer work assignment will be eligible to receive a one-time, lump sum bonus of up to \$1,000 (subject to required taxes) at the completion of summer programming. This bonus will be computed at a rate of \$9.25 for each actual hour worked from June 2, 2021 through July 1, 2021 and is in addition to the regular summer rate of pay.

This agreement supersedes any language in the current Collective Bargaining Agreement that may contradict any language contained therein.

April 19, 2021
Date

Flecia Edwards
For AFSCME Florida Council 79
Flecia (Lisa) Edwards
President

April 19, 2021
Date

John Millay
For the District
John Millay, PhD
Superintendent of Schools