

COLLECTIVE  
BARGAINING AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 79



AND

THE DISTRICT SCHOOL BOARD  
COLLIER COUNTY

JULY 1, 2019 to JUNE 30, 2022

**TEAMSTERS**

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**Teamsters Bargaining Team**

*Brian Rothman, Chief Negotiator / Sharon Ayala Teamsters, / Team Member Alfredo Hernandez, Transportation / Team Member, Fernando Perez, Transportation / Team Member, Chuck Morris, Maintenance / Team Member, Scott MacNicol, Maintenance / Team Member, Liz Rhodes, Transportation / Team Member, Jose Castillo, Transportation / Team Member Jack Sanfilippo, Transportation / Team Member, Jose Alonso, Maintenance / Team Member, Steven Mueller, Maintenance/ Team Member, Rigoberto Tovar, Transportation / Team Member, Dale Tester, Transportation / Team Member, Joseph Carriere, Maintenance /Team Member, Andre Estanislaol, Maintenance*

**School Board Bargaining Team**

*Valerie Wenrich, Executive Director Human Resources/ Chief Negotiator  
Robert Spencer, Assistant Superintendent of Financial Services /Team Member  
Dr. Tammy Caraker, Associate Superintendent District Operations/Team Member  
Marc Rouleau, Executive Director Facilities Management/Team Member  
Patrick Woods, Assistant Superintendent District Operations/Team Member  
Sandra Eaton, Administrative Director Human Resources/Team Member  
John Kasten, Director Transportation/Team Member  
Don De Teso, Administrative Supervisor Transportation / Team Member  
Karen Phillips, Director Compensation/Team Member  
Elizabeth Alfaro, Director Nutrition Services / Team Member  
John Breault, Director of Talent Management/Team Member*

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## **PREAMBLE**

**WHEREAS**, this agreement is entered into in good faith between The District School Board of Collier County, Florida, The Dr. Martin Luther King Jr. Administrative Center, 5775 Osceola Trail, Naples, Florida 34109 (hereinafter referred to as the “Board”), and the Teamsters Local Union No. 79, 5818 E. Martin Luther King Jr. Blvd., Tampa, FL 33619 (hereinafter referred to as the “Union”), collectively the “parties”, the exclusive bargaining representative for Board employees certified by the Public Employees Relations Committee Certificate No. OR-86249.

Whereas, the parties recognize the goals of:

- a. The promotion of a harmonious relationship among the Board, the Union, and employees included in this bargaining unit;
- b. The establishment of an equitable procedure for the resolution of differences through a formal grievance process;
- c. The setting of rates of pay, benefits, hours of work, and terms and conditions of employment;

**WHEREAS**, the parties subscribe to the principle that differences shall be resolved by appropriate means without interruptions of the school program;

**WHEREAS**, the Board recognizes that the bargaining unit employees are professionals who contribute many specialized skills and life experiences;

**WHEREAS**, the Board recognizes the contribution of the bargaining unit employees in the implementation of the Board’s operational policies;

**WHEREAS**, the Board and the Union recognize the authority of the Board for the determination of operational policies;

Now therefore, in consideration of the foregoing and the covenants hereinafter set forth, the Board and the Union do hereby agree as follows:

**ARTICLE I – RECOGNITION/DEFINITIONS**

1.1 The District School BOARD of Collier County (the “District”) recognizes the Teamsters Local Union #79 (the “Union”) as the exclusive representative of the following unit:

- 1.11 Included:
  - AV/Communications Specialist
  - AC/Heating Technician
  - Dispatcher
  - Bus Driver
  - Carpenter
  - Controls Technician
  - Courier
  - Custodian
  - Custodian Assistant
  - Delivery Person
  - Electrician
  - Nutrition Service Worker
  - Groundskeeper I
  - Groundskeeper II
  - Head Custodian-Elementary School
  - Head Custodian-High School
  - Head Custodian-Middle School
  - Irrigation Technician
  - Mechanic
  - Mechanic Helper
  - Paint and Body Technician
  - Painter
  - Parts & Tool Attendant
  - Parts & Tool Specialist
  - Plumber
  - Bus Attendant
  - Transportation Trainer
  - Utility Bus Driver
  - Utility Person
  - Welder
  
- 1.12 Excluded:
  - Employees represented by other Collective Bargaining Units
  - Managerial Employees
  - Confidential Employees
  - Supervisory Employees
  - Professional Employees
  - Clerical Employees as Defined in the Act
  - Employees who work less than 20 hours per week
  - Substitute Employees
  - All other Employees not specifically included

1.2 The following terms in this agreement shall mean the following unless otherwise noted:

- 1.2.1 Agreement Shall mean the full ratified collective bargaining agreement, including any amendments between the Board and the Union.
- 1.2.2 Board Shall mean the District School Board of Collier County, Florida.
- 1.2.3 District Shall mean the School District of Collier County, Florida.
- 1.2.4 Employee(s) Shall mean any employee listed in Article 1, Section 1.1 (Recognition) of this agreement who are regularly scheduled to work for a minimum of twenty (20) hours per week.
- 1.2.5 Part-time Employees Shall mean an individual who works less than twenty (20) hours per week on a regular basis. Part-time employees are not covered by the provisions of the collective bargaining agreement (See Article 1, Section 1.2.).
- 1.2.6 School Year Or Calendar Shall mean the Board adopted Calendar(s) that define the school days for students and the work day and holidays for Employees.
- 1.2.7 Substitute and/or Temporary Employee Shall mean any individual hired on a temporary or day-to-day basis not to exceed six continuous calendar months to fill a position temporarily vacated by a regular employee. Substitute and temporary employees are not covered by the collective bargaining agreement. (See Article 1, Section 1.2.).
- 1.2.8 Summer Employee(s) Shall mean an employee who works the regular student school year and obtains additional ("summer") employment in the same or a different job classification with the District during non-contract days between the end of one school year and the beginning of another.
- 1.2.9 Superintendent Shall mean the chief executive officer of the School District of Collier County, Florida or his/her designee
- 1.2.10 Supervisor Shall mean the direct management employee responsible for the Employee's work.
- 1.2.11 Union Shall mean the Teamsters Local Union #79 affiliated with the International Brotherhood of Teamsters.

- 1.2.12 Work Site            Shall mean the location where the Employee reports to work.
- 1.2.13 Compound           Shall refer to Transportation sites (North, South, Immokalee, the Estates and Everglades City).

## **ARTICLE 2 – NEGOTIATION PROCEDURES**

### **2.1 Authority of Representatives:**

- 2.1.1 The representatives selected by each party shall have the necessary power and authority to bargain, to present data, to exchange points of view, and to make and accept proposals and counterproposals, to sign tentative agreements, and to recommend acceptance of agreements.
- 2.1.2 The Board agrees not to negotiate directly with employees, rather than authorized Union representatives.
- 2.1.3 The Union agrees to negotiate directly with the designated chief negotiator and not with the individual members of the Board.
- 2.1.4 Any procedural concerns of the parties will be directed to the respective chief negotiators whenever practicable.

### **2.2 Information:**

The Union and the Board agree to provide each other with information reasonably pertinent to negotiations, without charge, prior to and during bargaining sessions. The Union and the Board agree that copies of proposals and related information not otherwise privileged will be provided each team member and alternate during negotiations.

- 2.2.1 The Board agrees to provide the Union semi-annually, upon request, one copy of the following documents and publications at no charge. In the event the requested documents are available on the District's website, the Union will electronically access the documents:
  - 2.2.1.1 Past year's annual financial statement
  - 2.2.1.2 FTE Scattergram
  - 2.2.1.3 Tentative budget for the current year
  - 2.2.1.4 Bargaining unit employee list including hourly rate, name, classification, and work site

### 2.3 Mutual Commitment to Good Faith Negotiations:

The parties agree to meet at reasonable times and places, and to negotiate in a good faith effort to reach agreement in accordance with Florida statutes. Mutually agreed to ground rules will be established by the parties. Articles and other contract language tentatively agreed to shall be reduced to writing, and signed and dated by the chief negotiator of each party.

### 2.4 Ratification:

- 2.4.1 Upon completion of negotiations, the tentative agreement(s) shall be supported by the respective representatives and bargaining team members of the parties throughout the ratification process.
- 2.4.2 Ratification by a majority of the Board and a majority of Bargaining Unit votes cast shall be required before the agreement is binding on the parties.
- 2.4.3 Any provision of Board policy that is in force and effect on the day the agreement is signed, and is not specifically referenced and/or made a part of this agreement, may be unilaterally amended by the Board in the manner provided for bylaw.

### 2.5 Agreements:

- 2.5.1 There will be two officially signed copies of this agreement: One copy shall be maintained by the Board and one by the Union.
- 2.5.2 The Board shall have the responsibility of printing the agreement.
  - 2.5.2.1 The cost of printing shall be equally shared by the Board and the Union.
  - 2.5.2.2 Copies will be made available for all employees covered by the collective bargaining agreement. A reasonable number of additional copies will be made available for use by management and Union staff, as well as for new employees hired during the term of the agreement.

### 2.6 Retroactive Pay:

- 2.6.1 Negotiations between Collier County Public Schools (CCPS) and the UNION sometimes result in retroactivity of pay raises being an issue of negotiation. In those cases where retroactive pay becomes a part of the approved bargaining agreement, it is prudent to have an agreed upon procedure for determining who is eligible to receive retroactive pay. Accordingly, the following criteria are hereby established and agreed upon:
  - 2.6.1.1 Only those EMPLOYEES who are currently represented by the UNION and are current DISTRICT EMPLOYEES as of the final BOARD action date relative to the pertinent negotiations shall be eligible for the retroactive payment.



- 2.6.1.2 Retroactive wages, including overtime, shall be paid in a regularly scheduled paycheck.
- 2.6.1.3 Retroactive payment will be made within forty-five (45) calendar days of final BOARD action relative to the pertinent negotiations.

2.7 Duration of Agreement:

- 2.7.1 This Agreement shall commence on July 1, 2019. This agreement shall thereafter continue in full force and effect until midnight on the 30th day of June, 2022. If negotiations are not completed by July 1, 2022, this agreement shall continue in effect for 1 year thereafter or until negotiations are completed.
- 2.7.2 Not less than sixty (60) days before July 1, 2020 and July 1, 2021, and July 1, 2022, either party may notify the other in writing of its intention to reopen the contract. Notice by one party shall entitle the other party to notify in writing that it intends to reopen the contract but said notice must be delivered or mailed within ten (10) calendar days of the receipt of the initial notice.
- 2.7.3 Absent of mutual agreement, only the following shall be subject to reopening during the term of this agreement:
  - 2.7.3.1 Salary,
  - 2.7.3.2 Compensable fringe benefits,
  - 2.7.3.3 One article selected by each party.
- 2.7.4 The notices referred to in Subsection 2.7.2 above shall identify all of the articles listed in Subsection 2.7.3 that are being reopened.

2.8 Savings Clause:

- 2.8.1 If any portion of this Agreement is held to be illegal, legally invalid, or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, then that provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions of this Agreement shall remain in full force and effect for the duration of this agreement to the extent they may be implemented without the deleted items. By mutual agreement, the deleted provisions as well as any other provision so affected by the deletion shall be renegotiated within thirty (30) days or the parties may mutually agree to deal with the matter in subsequent negotiations.

## ARTICLE 3 – UNION AND EMPLOYEE RIGHTS

### 3.1 Joint Management – Union Committees (“JMUC”)

#### 3.1.1 Membership on Standing JMUC:

The Union shall, upon request, provide the Superintendent with the names of representatives on the following committees:

3.1.1.1 District Calendar Workgroup: one (1) representative.

3.1.1.2 District Employee Health Insurance and Benefits Committee: two (2) representatives.

3.1.1.3 Employee Sick Leave Pool Appeals Committee: Two (2) representatives.

#### 3.1.2 JMUC Operating Rules:

Throughout this agreement, unless otherwise stated, the following rules shall apply to JMUC:

3.1.2.1 Committee meetings are open to the public and must comply with Florida Public Records and other laws as applicable.

3.1.2.2 Only committee representatives shall have voice and vote in the meetings.

3.1.2.3 To the greatest extent possible, meetings will be scheduled outside of the employees’ regularly scheduled work hours.

3.1.2.4 Committee representatives shall not be paid for time spent at committee meetings unless such meetings are held during the employees’ regularly scheduled work hours.

### 3.2 Designated Representatives

3.2.1 Union members shall be represented by a representative designated by Local 79 in a potential disciplinary or actual disciplinary matter. A bargaining unit employee (hereinafter "employee") will not be allowed to have a representative of his or her choosing independently of the designated representative.

3.2.2 Non-Members of Local 79, who are nevertheless part of the bargaining unit, may request representation from the Union. If such representation is denied, or the individual does not seek such representation, then the individual employee shall represent himself or herself in the event of any dispute.

3.2.3 Local 79 shall provide the District with the names of all designated representatives. If the District learns that an employee has appeared at any pre-disciplinary or actual disciplinary meeting with a person not on the list of designated representatives, it will not proceed with the meeting until it has been able to notify and confer with the appropriate Union leadership.

### 3.3 Right of Access

3.3.1 The Union's legal representatives, whose names shall be provided to the District, shall have the right of access to District buildings to consult with bargaining unit members at the request of any such unit member.

3.3.1.1 Such representatives will be required to be fingerprinted as well as have to check in with the administration office of any building to which such person seeks access as well as check out from that building.

3.3.1.2 Local 79 will notify the administrator or his or her designee of such building with the name of the person to which he seeks access.

3.3.1.3 The meeting shall occur during the employee's regularly scheduled lunch period and the meeting shall be held in a designated non-work area. No extension of the employee's lunch hour for such meeting purposes shall be permitted.

3.3.2 Access to Bulletin Boards:

3.3.2.1 Business Agents and/or Union Stewards shall have access to bulletin boards set aside for the Union in District buildings for the purpose of providing and posting relevant information to bargaining unit personnel, including the department seniority list(s).

### 3.4 General Employment Practices

3.4.1 **COMPLAINTS:** Any complaint(s) regarding an EMPLOYEE by students, parents, coworkers, or members of the general public shall be discussed with the EMPLOYEE by a SUPERVISOR having authority over the EMPLOYEE. Reasonable attempts shall be made to investigate all such complaints, including the questioning of possible witnesses. Unsubstantiated complaints shall not be used for discipline. Only records of substantiated complaints will be filed in the EMPLOYEE's personnel file.

3.4.2 The EMPLOYEE's personnel file shall be maintained by the SUPERINTENDENT and Employees shall have the right to examine and obtain copies of any material in their personnel files, excluding employment references. Copies shall be provided to the EMPLOYEE upon request at the expense of the EMPLOYEE. The EMPLOYEE shall have the right to a UNION representative present when examining the personnel file.

3.4.3 **PRIVACY:** The private and personal life of an EMPLOYEE is not an appropriate concern of the BOARD, except to the extent it may interfere with the EMPLOYEE's responsibilities to and relationships with students, parents and/or school personnel.

3.4.4 **OBLIGATIONS, LIABILITIES, AND RIGHTS:** Any EMPLOYEE who is adjudged liable for damages resulting from actions taken pursuant to: Board policy; regulations or custom; Florida Administrative Code Rule; or Florida State Statute may be reimbursed in the amount of damages assessed. However, no reimbursement or indemnification shall be permitted where the individual has been adjudged guilty of gross negligence or willful misconduct in the performance of duties.

3.4.5 The UNION shall be given written notification thirty (30) working days prior to a BOARD decision to change the workday or number of contract days of an EMPLOYEE classification by job title.

3.4.6 All employees will be paid through Direct Deposit instead of payroll checks.

4. In the event of a strike, work stoppage, slowdown, or other concerted refusal to perform work, the terms and conditions of this agreement shall immediately become null and void.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

4.1 It is expressly agreed that all rights which vest in and are exercised exclusively by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include the right to:

4.1.1 Exercise according to law the executive management and administrative control of the District and all of its properties, facilities, and equipment, and the activities of the employees during work hours.

4.1.2 Adopt policies, rules, and regulations not inconsistent with this Agreement.

4.1.3 Manage and control all fiscal affairs of the District.

4.1.4 Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, or departments, and the relocation or closing of schools, offices, departments, building, or other facilities.

4.1.5 Determine the type and quantity of supportive services, including all supplies and equipment necessary to operate the District system and to establish the procedures necessary to manage and control the operations of the District.

4.1.6 Determine employee qualifications, establish hiring procedures, hire all employees, and determine employee assignments and the condition of their continued employment, dismissal, promotion, or transfer.

4.1.7 Determine job content.

4.1.8 Determine the size of the management organization, its function, and its authority.

4.1.9 Approve in-service training activities for employees.

4.1.10 Establish and conduct an evaluation program to determine the effectiveness and competence of all District employees.

4.1.11 Determine staffing allocations for all schools, department, and District operations.

4.2 The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

## **ARTICLE 5 – WORKING CONDITIONS**

5.1 Work Week/Work Days:

5.1.1 The superintendent will establish the work week/work days and/or number of contract days of all employee job classifications.

5.1.2 The union shall receive written notification thirty (30) calendar days prior to a change in work week/work days and/or contract days except in the case of an emergency as determined by the superintendent.

5.2 Work Hours:

5.2.1 All time worked shall be accurately reported by the employee pursuant to District policies and procedures.

5.2.1.1 Employees will not work before the beginning of their schedule or after the end of their schedule without permission; however, if they do perform work before or beyond their schedule, they are to report it as hours worked on their time sheet or records, inform their supervisor, and shall be paid accordingly.

5.2.1.2 Employees shall not "clock in" or "clock out" other employees.

5.2.2 The superintendent shall establish the work hours for all employees.

5.2.3 Regular work hours shall be posted at all sites.

5.2.4 Employees shall be given at least two (2) weeks' notice of any change in the work schedule over one-half (1/2) hour except in the case of any emergency.

5.3 Overtime: The SUPERINTENDENT may direct employees to work overtime or extra time (i.e., time beyond the normally scheduled work period).

5.3.1 Overtime or extra time should be offered and/or assigned using seniority by classification using a rotation list established at each work site at the beginning of each school semester or summer employment.

5.3.2 Employees who sign up for the overtime or extra time and decline it will be returned to

the bottom of the rotation list unless such turndown is based on legitimate illness or emergency. This does not apply to field trips for bus drivers and/or bus attendants.)

5.3.2.1 If there are not enough volunteers on the overtime list to fill the need, and/or no employee at the site accepts the overtime, it may be offered to employees at the nearest site when practical, based on site seniority lists.

5.3.2.2 When all these avenues have been exhausted, overtime may be forced from least senior to the most senior bargaining unit employees.

5.3.3 Exceptions:

5.3.3.1 When overtime or extra time is required to complete a job already assigned to an employee, the supervisor may assign the overtime or extra time worked to that employee.

5.3.4 Employees who work overtime or extra time shall be compensated at the rate of one and one-half (1 ½) times their normal hourly rate for all time worked beyond forty (40) hours per week.

5.3.5. Employees directed to work on official school holidays shall be compensated at one and one-half (1 ½) times their normal hourly rate. OFFICIAL SCHOOL HOLIDAYS shall be considered as duty days in determination of overtime eligibility. OFFICIAL SCHOOL HOLIDAYS shall be defined as the OFFICIAL SCHOOL PAID HOLIDAYS reflected on the Board Approved Academic School Calendar.

5.3.6 250-day employees requested to work outside of their normal work hours during any week (Sunday through Saturday) that is not a full forty (40) hour work week shall have the right to refuse the work. This language shall not apply for emergencies as defined in Article 5, Section 5.4.

5.4 Emergencies as Determined by the Superintendent:

5.4.1 Call Back:

5.4.1.1 Employees may be called from home to work when the superintendent declares an emergency.

5.4.1.2 Employees shall be compensated for not less than four (4) hours of time at the rate of one and one-half (1½) times their normal hourly rate for emergency hours worked.

5.4.2 Exceptions:

5.4.2.1 This provision does not apply to those situations when employees are required to begin work one (1) hour or less prior to their regular working hours or to continue working two (2) hours or less after their regular working hours on a normal work day.

5.4.2.2 Employees who are directed to provide work from home (e.g., control technicians) shall be paid a minimum of two (2) hours or the actual time worked at the rate of one and one-half (1 ½) times their normal hourly rate.

5.4.3 Hurricanes and other disasters:

5.4.3.1 The superintendent may direct employees to work outside of their classifications or their regularly assigned duties.

5.4.3.2 When employees are required to provide services, the superintendent will use the most senior employee(s) to the extent practical.

5.4.3.3 Section 5.4.1.2 shall not apply in these situations. Employees assigned to work in these situations will be paid their regular hourly rate for time worked plus 1 ½ times their regular hourly rate for all hours worked during an official declared emergency by the Superintendent only.

5.4.4 Emergency situations may require an employee to work outside of their normal classification or regular duties. This shall not be a violation of the labor agreement. Pay shall be at the entry level rate of pay for the classification worked or the employee's current rate of pay, whichever is greater.

5.5 Workweek for Covered Classifications:

5.5.1 Bus Drivers & Attendants: The regular workweek for bus drivers and attendants shall be a minimum of twenty-five (25) hours per week and the work schedule shall be consistent with the appropriate school calendars.

5.5.1.1 Exceptions:

5.5.1.1.1 In-Service Training: Bus drivers and attendants shall be paid for actual hours worked only for in-service training.

5.5.1.1.2 Less than Five School Days: Bus drivers and attendants shall be paid for actual hours worked during weeks with fewer than five (5) scheduled school days; however, drivers and attendants will be paid a minimum of five (5) hours per day during weeks with less than five (5) school days except as provided in section 5.1.1.3 below.

5.5.1.1.3 Bus Drivers & Attendants Requesting to Work Less than Twenty-five (25) Hours Per Week: Upon written request by the driver or attendant, the transportation director may approve a workweek of less than twenty-five (25) hours per week, but not less than twenty (20) hours per week.

5.5.1.2 Additional Duties: Any bus driver or attendant whose normal work schedule does not result in twenty-five (25) hours per week as defined above shall be assigned additional duties in order to achieve the twenty-five (25) hour minimum. Additional duties may include, but are not limited to, field trips, bus washing/cleaning, bus fueling, departmental paperwork, transfer of vehicles between compounds, etc. This subsection does not apply to employees referenced in 5.5.1.1.3.

5.5.2 Nutrition Service Workers: The regular workweek for full-time nutrition service employees shall be a minimum of twenty-five (25) hours per week and the work schedule shall be consistent with the appropriate school calendar.

5.5.3 All Other Employees (e.g., mechanics, custodial, maintenance, warehouse, etc.): The regular workweek for full-time employees in this category shall be a minimum of forty (40) hours per week and the work schedule shall be consistent with the appropriate school calendar.

## 5.6 Lunch and other Breaks

5.6.1 All regular, full-time employees who work forty (40) hours per week shall receive a duty-free paid one-half (1/2) hour lunch period excluding bus drivers and bus attendants. The supervisor shall set the lunch period schedule.

### 5.6.1.1 Break Times

5.6.1.1.1 Full-time forty (40) hour per week employees shall be provided two (2) fifteen (15) minute breaks each workday.

5.6.1.1.2 Employees working a forty (40) hour week over a four (4) day period ("4-Day Work Week") shall receive an additional fifteen (15) minute break each day during the 4-day work week period for a total of three (3) fifteen (15) minute breaks each day.

5.6.1.1.3 The supervisor shall set the break schedules. The parties understand these regular break schedules may have to be altered based on the requirements of the work being performed.



5.6.2 Full-time nutrition service workers (minimum of twenty-five (25) hours per week) shall be provided a paid thirty (30) minute lunch break. On days when student lunches are served, lunch shall be provided by the Board at no cost to the nutrition service worker.

5.6.2.1 All twenty (20) hour Nutritional Service Workers shall be provided one (1) paid fifteen (15) minute break each workday. This break is to be taken in the middle of the scheduled workday or as outlined in 5.6.1.1.3.

5.6.3 An employee directed to work overtime shall be provided an additional fifteen (15) minute break for each additional four (4) hours worked.

5.6.4 Exception: Bus drivers and attendants may take reasonable lunch and other breaks between runs as their work schedules allow and not to interfere with their scheduled "clock-in" and "clock-out" times.

## 5.7 Safety

5.7.1 The BOARD and each EMPLOYEE shall be subject to the provisions of Florida Statutes and all applicable laws providing for a safe working environment for all EMPLOYEES.

5.7.2 No EMPLOYEE shall be required to work in hazardous conditions or to operate hazardous equipment; however, it is also the responsibility of every employee to immediately report hazardous or unsafe conditions to their supervisor.

5.7.3 Any claim of an unhealthy or hazardous working condition must first be submitted, in writing, to the employee's immediate supervisor. If the supervisor fails to respond to the claim within forty-eight (48) hours, the employee may then submit the claim to the superintendent for review.

5.7.4 Employees must report any accidents or work-related injuries to their supervisor immediately pursuant to district policies and procedures.

## 5.8 District Communication Devices:

5.8.1 Employees shall not use district communication devices (e.g., cellular phones, radios, email and computer systems, and all other communication devices) for non-district business purposes. Employees shall not use personal communication devices while performing their job duties except in cases of emergency. Use of such devices may be allowed for health or safety reasons.

## 5.9 Specialized Equipment:

5.9.1 Any specialized equipment required by the Board for employees to perform their job shall be provided by the Board.

5.10 Summer Employment:

- 5.10.1 Summer employment is defined as temporary employment of employees during their non-contract days between the end of one school year and the beginning of the next school year in classifications covered by this agreement.
- 5.10.2 All terms and conditions of this agreement shall be in force throughout any period of "summer employment" except for any deviations specifically addressed in this section.
- 5.10.3 Employees who wish to be employed in summer employment must apply for a position(s) advertised on the district's employment website as temporary summer positions become available.
- 5.10.4 Employees shall be eligible for summer employment according to the employee's classification, district wide seniority, training, experience, and skills and the needs of the district.
- 5.10.5 A Transportation Bus Driver or Bus Attendant that resigns from summer employment as a Bus Driver or Bus Attendant after beginning the assignment without good cause as determined by the Director of Transportation or takes unapproved leave as determined by the Director of Transportation will not be eligible to work during the following summer at Transportation.
- 5.10.6 Employees who work a bus route (home to school and school to home excluding field trips) during the summer shall be guaranteed a minimum of 4 (four) hours per day.

5.11 Compensation and Benefits:

- 5.11.1 The employee's compensation shall be based on the salary for the classification of the summer job.
- 5.11.2 If the summer job is the same classification the employee held during the school year, they shall be compensated at the same hourly rate they had for the school year immediately preceding summer employment.
- 5.11.3 If the summer job is in a different classification, the employee shall be compensated at the beginning rate for that classification. Bus drivers who have a summer job as a bus attendant shall be compensated according to their bus driver step applied to the bus attendant classification.

5.12 Sick Leave:

- 5.12.1 Each employee who works under the provisions of summer employment shall earn one (1) day of paid sick leave as defined below for each scheduled calendar month, or portion thereof, at the conclusion of the first day the employee actually works.

5.12.2 A day of sick leave is defined as the number of hours regularly scheduled to work per day during summer employment.

- 5.12.3 An employee who works less than one-half of the summer employment period shall not earn sick leave.
  - 5.12.4 No employee shall earn more than twelve (12) days of sick leave in a fiscal year. All unused sick leave hours shall accrue to the employee's sick leave balance.
  - 5.12.5 Only sick leave earned during the current summer employment period can be used for sick leave during the summer employment period except under emergency health conditions substantiated by medical documentation.
- 5.13 Paid Personal Leave
- 5.13.1 Each employee shall be entitled to one (1) day of personal leave that will be charged to his/her sick leave earned during summer employment; however, the total sick leave and personal leave hours/days used during summer employment cannot exceed the number of sick days earned during summer employment.
    - 5.13.1.1 No employee may utilize more than six (6) personal leave days in a fiscal year.
- 5.14 Other summer employment leave (regular contract provisions apply):
- 5.14.1 Jury duty
  - 5.14.2 Illness-in-the-line-of-duty
- 5.15 Uniforms: The Board shall provide uniforms for the following classifications: Mechanics, mechanic's helpers, paint and body technicians, parts and tool specialists, warehouse employees, parts and tool attendants, and all other employee classifications assigned to the maintenance department.
- 5.15.1 The above employees shall wear serviceable uniforms. Shoes, including safety shoes, are the responsibility of the employee and are not covered by this section.
  - 5.15.2 Quantity and quality of uniforms will not fall below current standards during the life of this agreement. Employee input into the selection of uniforms will be solicited.
  - 5.15.3 At the discretion of the supervisor, an employee may be allowed to wear shorts at work, year round. Shorts must meet with the approval of the supervisor.

5.15.4 Nutrition Service Workers:

5.15.4.1 Mandatory Uniforms for Nutrition Services EMPLOYEES will be provided by the District. Each EMPLOYEE will receive five (5) full sets of uniforms. Appropriate shoes are the responsibility of the EMPLOYEE.

5.15.5 Transportation:

5.15.5.1 Mandatory Uniforms for Transportation EMPLOYEES will be provided by the District. Each EMPLOYEE will receive seven (7) uniform polo shirts. Shirt laundering and appropriate shows are the responsibility of the EMPLOYEE.

5.16 Special Equipment:

5.16.1 Employees are expected to provide their own basic hand tools to perform the duties of their classification. Basic hand tools that are broken or worn out will be replaced by the district with a tool of same quality and value.

5.16.2 Special equipment needed to perform a job as determined by the supervisor shall be provided by the district.

5.17 Commercial Driver's License ("CDL"):

5.17.1 Drug and Alcohol Testing: Employees who are required to hold a Commercial Driver License as a condition of employment may be tested for drug and alcohol abuse in accordance with the definitions and conditions of School Board Policy.

5.17.2 Required Physical:

5.17.2.1 Any employee requested to have or maintain a CDL License shall be reimbursed for the costs incurred for a required DOT physical.

5.17.2.2 The district shall pay the cost of the initial and the annual physicals to determine whether or not the driver is fit for duty pursuant to federal and state laws.

5.17.2.3 In the event the district's physician determines that the driver is unfit for duty, the driver, at their own expense, may seek a second opinion from his/her physician.

5.17.2.4 In the event that there is disagreement between the physician for the driver and the physician for the district, the driver may appeal to a qualified impartial medical specialist (the "specialist"):

5.17.2.4.1 The specialist will be selected from physicians who are members of the district's local health insurance plan and agreed upon by both doctors.

- 5.17.2.4.2 The driver will provide the specialist with a copy of the opinion of his/her physician along with a report that includes the results of all relevant tests as required by the specialist to make an informed decision pursuant to relevant state and federal rules and regulations.
- 5.17.2.4.3 The district will provide the specialist with a copy of its physician's opinion with all other relevant medical reports. In addition, the district will provide the specialist with any medical forms for completion as required by state and federal law.
- 5.17.2.4.4 After completing the appropriate examination, the specialist will determine, pursuant to state and federal law, whether or not the driver is fit for duty. The specialist will submit his/her finding to the district on the required form; the finding is binding upon the parties.
- 5.17.2.4.5 The employee will submit the specialist's invoices for payment through the district's health insurance plan. Once the claim has been processed and a final explanation of benefits (EOB) provided to the employee, the district will reimburse the deductible amount to the employee.

5.18 Non-Discrimination:

- 5.18.1 The Board and Union agree that they will not illegally discriminate against bargaining unit employees because of race, color, sex, national origin, religion, marital status, disability, age, Union activity or any other factor which is determined to be illegal by applicable State, Federal law, or Board policy.

5.19 No Strike/No-Lockout:

- 5.19.1 The Union agrees that during the term of this agreement neither it nor its members shall participate in a strike against the Board by instigating, encouraging or supporting in any manner a strike.
  - 5.19.1.1 "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the Board; the concerted failure of employees to report for work after the expiration of this

Agreement; and picketing in furtherance of a work stoppage.

5.19.1.2 The term “strike” is not to be construed as participation in legitimate political activity.

5.19.2 The Union further agrees that it will do everything in its power to prevent its members from engaging in a strike and that in the event a strike does occur, the Union will use all available means to effectuate a cessation of the strike activity.

5.19.3 It is expressly agreed and understood that in the event of a strike the Board may, in addition to other remedies available to it under law, petition a court of competent jurisdiction for appropriate injunctive relief.

## **ARTICLE 6 – JOB PERFORMANCE ASSESSMENT**

- 6.1 The superintendent or designee shall conduct annual job performance assessments on employees. The annual assessment is not for disciplinary purposes. The assessment shall be before the employee’s current work year.
- 6.2 Probationary employees may be assessed at least once before the end of their probationary period in order to help them in better performance of their duties.
- 6.3 All employees shall receive a written copy of their assessment from their supervisor by the end of their work year.
- 6.4 No performance assessment shall be made by any employee covered by the collective bargaining agreement.
- 6.5 Within thirty (30) calendar days, an employee may reply in writing to an assessment that shows any concern by the supervisor, related to the employee's performance. This reply shall be included in the employee’s personnel file along with the original assessment.
- 6.6 Unsatisfactory Assessments:
- 6.6.1 An employee shall be notified as soon as possible of less than satisfactory job performance. She/he will be given the opportunity and specific recommendations to improve job performance prior to documentation in the annual assessment.
- 6.6.2 If an employee receives an unsatisfactory assessment, then the supervisor or evaluator shall provide written recommendations for improvement.
- 6.7 Any positive or work-related commendations or awards shall also be included in the employee’s personnel file.

## ARTICLE 7 - PROBATIONARY PERIOD

### 7.1 New Hires:

- 7.1.1 Probation shall involve a period of ninety (90) work days from the date of hire for new hires.
- 7.1.2 "New Hires" shall include employees who transfer from another bargaining or non-bargaining unit.
- 7.1.3 The grievance procedure shall not be available to new hires during their probationary period.

### 7.2 Lateral Moves within the Same "Job Family" Classification:

- 7.2.1 A "Job Family" is a group of job classifications that are similar in skills and job content (see Article 1 Recognition); for example, the classifications of bus driver, utility bus driver, and transportation trainer is a Job Family; custodian assistant, custodian, and head (elementary, middle, and high) custodian is another Job Family.
- 7.2.2 There will be no probationary period for lateral moves.

### 7.3 Change of Classification outside "Job Family":

- 7.3.1 Involves transfers to new classifications within the bargaining unit.
- 7.3.2 Probation shall involve a period of sixty (60) work days from the date of transfer.
  - 7.3.2.1 In the event the employee does not pass the probation for the new position, the employee will be returned to the previous position if still available or a similar position equal in pay to the previous position.
- 7.3.3 Employees who are transferred to a new position, thereby triggering renewed probationary status, shall be able to avail themselves of the grievance procedures as to all matters referenced herein except for performance reviews and assessments during said probationary period.



## ARTICLE 8 – REDUCTION IN FORCE

- 8.1 In the event it is necessary to have a reduction in staff, the SUPERINTENDENT, in accordance with the provisions set forth in this article, shall determine which EMPLOYEES are to be retained. In the event of layoff, the order of reduction shall be:
- 8.1.1 PROBATIONARY employees within the job classification shall be laid off first.
- 8.1.2 Full-time regular (non-probationary) EMPLOYEES shall be laid off in the inverse order of seniority within the job classification.
- 8.2 The UNION and the EMPLOYEES shall be given written notice of layoff at least thirty (30) calendar days prior to the date of the layoff.
- 8.3 EMPLOYEES who previously held another position within the bargaining unit may request, in writing, within five (5) business days of notification to the Reduction in Force and shall be given the opportunity to bump back into that position provided their seniority allows and they meet the minimum requirements for the position.
- 8.4 The EMPLOYEE with the most seniority in the job classification held at the time of lay off will be called back first. All EMPLOYEES who have been laid off shall have the right of written recall within their job classification for a period of twelve (12) months from the date of layoff.
- 8.4.1 When Bus Drivers/Bus Attendants are laid off due to a Reduction in Force, the rified EMPLOYEE(s) may move to the substitute pool. The rified EMPLOYEE shall have the right of first refusal to any substitute assignment in their job classification. If the rified EMPLOYEE fails to accept three (3) substitute assignments in their job classification, the EMPLOYEE will lose his / her first refusal right but will retain the right of recall.
- 8.5 An EMPLOYEE's failure to respond affirmatively within twenty-one (21) calendar days from the postmark date of the District's letter, sent by Certified Mail, to the EMPLOYEE's address on file in the Human Resources Office shall result in termination of the EMPLOYEE's rights of recall.
- 8.6 The SUPERINTENDENT agrees that no new EMPLOYEES shall be hired in any job classification as long as there are EMPLOYEES on layoff in that classification who have recall rights unless a sufficient number of positions exist to employ those with recall rights and new EMPLOYEES, thus guaranteeing that EMPLOYEES on layoff have a position available. When hiring new part-time employees in a RIF'd classification under this agreement, a RIF'd EMPLOYEE will be given first right of refusal to the part time position in their classification. If the EMPLOYEE accepts the part time position, he/she will maintain their recall rights during the recall period.
- 8.7 The SUPERINTENDENT agrees that recalled EMPLOYEES shall be placed on the experience step of the salary schedule on which they were placed at the time of layoff.

## ARTICLE 9 - DISCIPLINE

- 9.1 PROBATIONARY EMPLOYEES: New EMPLOYEES hired in the unit shall be considered as probationary EMPLOYEES commencing with their first day of permanent, full-time employment in the job classification. The length of the probationary period shall be ninety (90) workdays for any position held. At the completion of the probationary period, the EMPLOYEE shall have earned SENIORITY rights. There shall be no SENIORITY rights among probationary EMPLOYEES. Leave days (excluding paid sick leave days) shall not be counted toward the fulfillment of completing the probationary status.
- 9.1.1 The SUPERINTENDENT, acting as an agent of the BOARD, shall have the right to discipline probationary EMPLOYEES covered by this AGREEMENT, including reprimands and suspensions. The BOARD has the right to terminate any probationary EMPLOYEE upon recommendation of the SUPERINTENDENT.
- 9.2 NON-PROBATIONARY EMPLOYEES have a reasonable expectation of employment for the subsequent contract year unless notified otherwise.
- 9.2.1 EMPLOYEES reduced in rank or compensation, reprimanded in writing, suspended, or terminated shall be given the reason(s) therefore in writing. No EMPLOYEE shall be subjected to discipline without just cause. Grounds for discipline shall include:
- a. absence without leave
  - b. alcohol intoxication or possession on the job
  - c. misconduct on the job
  - d. performance-based failures
  - e. insubordination
  - f. willful neglect of duty
  - g. excessive tardiness and/or wrongful use of leave
  - h. conviction of any crime involving moral turpitude
  - i. use, possession, sale or intention to sell controlled substances and/or paraphernalia
  - j. mislabeling or counterfeiting -- attempting to sell any substance in lieu of a controlled substance
  - k. any other just cause
- 9.3 EMPLOYEES who are reinstated after suspension or termination that has been deemed improper shall be returned to work within the same job classification without loss of seniority rights and with full back pay.
- 9.4 PROGRESSIVE DISCIPLINE: Progressive discipline may not apply in cases involving Article 9.2 above. Depending upon the severity of the violation, the SUPERINTENDENT will determine the appropriate disciplinary action.

In cases of less serious violations (i.e. except those items referred to in Article 9.2), the following progressive steps shall be followed:

- Step One: Corrective discussion (verbal)
- Step Two: Conference summary (written)
- Step Three: Written Warning/ Letter of Reprimand
- Step Four: Suspension without pay (1 day)
- Step Five: Suspension without pay (3 days)
- Step Six: Termination

In determining the proper step of progressive discipline for a current violation, the District shall not consider any past progressive discipline, which was discussed with the employee, more than twelve (12) months prior to the current incident.

EMPLOYEES cannot grieve any progressive disciplinary action taken at Steps One through Three. EMPLOYEES may respond in writing, within fifteen (15) calendar days of receipt of the disciplinary action, to all progressive disciplinary action taken at Steps One through Six.

The District will document all progressive discipline, including verbal discussions, for EMPLOYEES using the District's "Employee Counseling Form." The UNION agrees to encourage EMPLOYEES to sign and date the "Employee Counseling Form" to acknowledge the discussion. Signing the "Employee Counseling Form" does not constitute the EMPLOYEE's agreement with the disciplinary action. The District shall provide the UNION and the employee with a copy of the signed "Employee Counseling Form."

The District will provide the Union with a copy of any disciplinary documentation issued to an EMPLOYEE within ten (10) calendar days of the EMPLOYEE receiving the documentation.

SUPPORTIVE SERVICES  
EMPLOYEE  
SUPPORT FORM

Employee Name Date \_\_\_\_\_

Position Work Site/School \_\_\_\_\_

This notice is intended to inform you that your performance and/or conduct has not been satisfactory and the following action is being taken: (Check One)

\_\_\_\_\_ Progressive Discipline: (Check One)

- Step One-Corrective discussion (verbal) Step Four-Suspension without pay\*(1 day)
- Step Two-Conference summary (written) Step Five-Suspension without pay\*(3 days)
- Step Three-Written Warning/LOR Step Six-Termination\*

\_\_\_\_\_ Other Discipline (as identified in Article , Section of the collective bargaining agreement): (Check One)

- Written Reprimand Suspension without pay\* (# of days TBD) Termination\*

\*Action of these steps will be implemented by the Human Resources Dept. and recommendations made to the Superintendent.

On (date) at approximately (time) at (location) you were observed/reported by (name/title) to have engaged in the following conduct:

This constitutes violation of: (identify Article). You had a previous/related violation on (date).

Your conduct negatively impacted (state how this conduct negatively impacted the operations, school, co-workers, students, etc.) in as much as you (identify the result of the violation).

Effective this date you are directed to stop this conduct. Failure to do so will result in (If progressive discipline, identify appropriate next Step One-Six. If not progressive, identify appropriate disciplinary action that will follow).

Recommendation for improvement:

A copy of this form will be placed in your personnel file. You may prepare a response, within fifteen (15) calendar days of your receipt of this notification, which also will be placed in your personnel file.

Signature indicates receipt of this support form and does not necessarily indicate agreement with the action taken. Supervisor sent signed form to Union and Human Resources on (date).

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

Union Steward Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal Director Signature \_\_\_\_\_ Date \_\_\_\_\_

## ARTICLE 10 - VACANCIES, PROMOTIONS, AND TRANSFERS

10.1 The term VACANCY as used in this agreement, shall mean an unfilled position.

All EMPLOYEE vacancies shall be posted on the District's official website.

10.1.1 Except in the case of an emergency as determined by the SUPERINTENDENT, notices shall be posted on the District's official website for a period of seven (7) calendar days prior to the filling of a vacancy. The UNION shall be notified whenever an emergency is declared.

Vacancies which are to be filled as a result of an EMPLOYEE's returning from leave, placement of involuntary transfers, and staff reductions will not be posted.

Summer employment vacancies shall be posted on EMPLOYEE bulletin boards.

10.1.2 Any current EMPLOYEE interested in applying for any posted position may apply for the position with the appropriate listed vacancy contact for which they are both qualified and eligible shall be granted an interview. Said interviews shall be granted unless EMPLOYEE has already been interviewed for the same position at the same site within the same school year.

10.1.3 If two applicants for a position are considered to have equal qualifications for a particular position as determined by the SUPERINTENDENT, and if a current EMPLOYEE is one of those applicants, the current EMPLOYEE shall be given preference for the position. Current EMPLOYEES who are not selected to fill a position for which they have applied shall be notified.

10.1.4 If two or more applicants for a position are considered to have equal qualifications for the position, as determined by the SUPERINTENDENT, and if the applicants are current EMPLOYEES, the most senior EMPLOYEE shall be given preference for the position.

10.1.5 When filling temporary positions, the Superintendent will give equal consideration to all interested and qualified employees within the site.

10.2 The term "promotion" as used in this Article means the advancement of an EMPLOYEE to a higher rated job classification or the reassignment of an EMPLOYEE to a higher paying position within the bargaining unit. An employee may only apply for a promotion upon the satisfactory completion of THREE MONTHS OF EMPLOYMENT in the previous job. This restriction may be waived with the approval of both the sending and receiving SUPERVISORS.

10.2.1 Promotion does not become permanent until the EMPLOYEE has served a sixty (60) workday probation in the new position. In the event an EMPLOYEE does not pass the probation for the new position, the EMPLOYEE will be returned to

the previous position or a similar position equal in pay to the previous position.

10.2.2 EMPLOYEES applying for a "promotion" within the bargaining unit to any posted vacancy may request an interview with the appropriate SUPERVISOR. Said interview shall be granted unless the SUPERVISOR has previously interviewed the EMPLOYEE for the position within the previous year.

All EMPLOYEES who apply for a promotion to a posted position shall be given consideration and shall receive notification of management's decision.

10.2.3 A current bargaining unit employee who is promoted and/or reassigned to a position that is in a higher job classification within the bargaining unit shall be placed on the pay scale by first locating the pay classification assigned to the new position, finding the step closest to, but not less than, the employee's current hourly rate, then placing the employee on the step that is two steps higher. If the promoted or reassigned step is lower than Step 5, the employee may bring in additional years of verified full-time job-related experience that has not been previously applied, for placement on Step 5.

10.2.4 A current bargaining unit employee who accepts a position within the same classification range shall remain at the current step level.

10.2.5 A current bargaining unit employee who transfers or is reassigned to a position that is in a lower job classification within the bargaining unit shall be placed on the pay scale by first locating the pay classification assigned to the new position, then placing the employee on the same step within the lower job classification.

10.3 The term "transfer," as used in this Article, shall mean the reassignment of an EMPLOYEE within the same job classification to a different work site. An employee may only apply for a transfer upon the satisfactory completion of the FIRST THREE MONTHS OF EMPLOYMENT in the previous job. This restriction may be waived with the approval of both the sending and receiving SUPERVISORS.

10.3.1 Any EMPLOYEE interested in transferring to any position posted should express interest with the appropriate listed vacancy contact during the time of posting.

10.3.2 If two applicants are considered to have equal qualifications as determined by the SUPERINTENDENT, then if a current EMPLOYEE is one of those two applicants, the EMPLOYEE shall fill the vacancy, or if both applicants are current EMPLOYEES, the most senior EMPLOYEE shall fill the vacancy.

10.4 Involuntary transfer by the SUPERINTENDENT shall be defined as a change in work location that exceeds five (5) consecutive workdays and is not requested by the EMPLOYEE.

- 10.4.1 Involuntary transfers shall be made based on the needs of the district as determined by the SUPERINTENDENT.
- 10.4.2 When in the SUPERINTENDENT'S discretion, the needs of the district can be met by involuntary transfer of one or more qualified EMPLOYEES within a job classification at a specific work location, volunteers among those qualified shall be transferred first and those qualified with least SENIORITY within the job classification shall be transferred second.
- 10.5 A current copy of EMPLOYEES' job descriptions and pay grades shall be posted on the District's official website.

**ARTICLE 11 - GUIDELINES FOR LEAVE**

11.1 The following types of leaves are permitted:

- a. Sick Leave (With pay)
- b. Court Leave
- c. Personal Leave (With Pay)
- d. Military Leave
- e. Maternity/Parental Leave
- f. Union Leave
- g. Illness-in-Line-of-Duty Leave
- h. Personal Leave (Without Pay)
- i. Transferred Sick Leave
- j. Vacation Leave (250 day employees)
- k. Unpaid Leave

11.2 SICK LEAVE (with pay): EMPLOYEES included under this Agreement who are unable to perform their duty in the school system because of illness, pregnancy, childbirth, or related medical conditions, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative, or member of their own household, and consequently has to be absent from work shall be granted leave of absence for sickness by the SUPERINTENDENT.

11.2.1 Each EMPLOYEE shall be entitled to four (4) days of sick leave as of the last day of each EMPLOYEE's first full month of employment and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the EMPLOYEE at the end of that month and which shall not be used prior to the time it is earned and credited to the EMPLOYEE. However, the EMPLOYEE shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Sick leave shall be taken only when necessary because of sickness herein prescribed. Such sick leave shall be cumulative from year to year, without limit, except that at least one-half of this cumulative leave must be established within the Collier County School System.

11.2.2 When the use of sick leave by an EMPLOYEE is questionable, the EMPLOYEE may be required by proper authority to submit a physician's certificate to be eligible for sick leave benefits. Such certificate shall be at the EMPLOYEE's expense.

11.2.3 For the purpose of charging an EMPLOYEE for the use of sick leave, a workday shall be divided into the number of hours the EMPLOYEE is normally assigned. Sick leave shall be charged by the quarter hour, rounding up. (Example: 10 minutes = 15 minutes; 35 minutes = 45 minutes).

### 11.3 JURY DUTY:

11.3.1 The EMPLOYEE shall inform his/her supervisor upon receiving a jury summons and submit the appropriate application for leave.

11.3.2 The EMPLOYEE will receive their normal wage during jury duty upon submitting the appropriate jury attendance form from the court; the EMPLOYEE will also retain any jury fees provided by the court.

11.3.3 Any EMPLOYEE dismissed from jury duty shall return to the work site immediately if, after allowing for normal travel time, the EMPLOYEE has two (2) or more scheduled work hours remaining in the day.

11.3.4 An EMPLOYEE dismissed from jury duty shall report to work unless the employee is dismissed less than four (4) hours prior to the start of his/her assigned duty day.

### 11.4 COURT LEAVE (with pay):

11.4.1 Any EMPLOYEE subpoenaed as a witness, not involving personal litigation, shall be granted temporary duty with pay, and any witness fees shall be retained by the EMPLOYEE.

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

11.4.3 When court attendance is required for personal litigation, the EMPLOYEE shall not be granted court leave with pay.

### 11.5 PERSONAL LEAVE (with pay): EMPLOYEES who work at least twenty (20) regularly scheduled hours per week shall be entitled to SIX (6) DAYS OF PERSONAL LEAVE PER YEAR.

11.5.1 Such personal leave shall be charged against accrued sick leave and is non-cumulative. A workday shall be divided in hours, time-wise, insofar as the use of



personal leave is concerned. The method of maintaining balances, accruing and charging personal leave shall be the same as for sick leave.

11.5.2 Limitations: An EMPLOYEE shall provide the Supervisor with five (5) work days prior notice in order to be eligible. The period of prior notice may be waived by the Supervisor. The EMPLOYEE will receive an approval or disapproval from the Supervisor within five (5) work days.

11.5.2.1 The maximum number of EMPLOYEES granted personal leave for any given day shall not exceed 10% of the EMPLOYEES assigned to each work location. The 10% maximum limitation may be waived by the SUPERVISOR.

11.5.2.2 Personal leave with pay shall not be used during either the first or last five working days of the opening and closing of schools. This provision may be waived by the SUPERVISOR in the case of an emergency. The reason for personal leave shall be stated in writing when such leave request is made.

11.5.2.3 EMPLOYEES who resign from the district may not use personal leave to close out their employment.

11.6 MILITARY LEAVE (with or without pay): Military leave shall be granted without pay, except as otherwise provided by Florida Statute.

11.7 MATERNITY/PARENTAL LEAVE (without pay): Any EMPLOYEE may be granted parental leave of absence without compensation for the purpose of childbearing and/or childrearing as follows:

11.7.1 Any EMPLOYEE shall be entitled to parental leave without compensation for the birth or adoption of a child for a time period not to extend beyond the remainder of the contract year in which the birth or adoption takes place. An EMPLOYEE shall be entitled to take leave for the subsequent contract year if the leave commences less than 12 weeks prior to the last day of the EMPLOYEE's current contract year.

a. An EMPLOYEE who is pregnant may continue employment as late in her pregnancy as she desires, provided she is able to perform her professional duties without extraordinary considerations or accommodations as certified by her physician.

b. The EMPLOYEE is responsible for notifying the Human Resource Office one month prior to the expiration of the leave as to the desire for employment. If a position is available, the leave may be terminated earlier upon request of the EMPLOYEE and the approval of the Human Resource Office.

c. FMLA and all other leaves permitted under this agreement shall run concurrently with this provision.

- 11.8 UNION LEAVE (with pay): The SUPERINTENDENT shall, upon request of the UNION, grant UNION leave without loss of compensation for its representatives to attend official business of the UNION. The total number of leave days granted under this provision may not exceed thirty (30) days annually. No EMPLOYEE shall be granted more than three (3) days of UNION leave annually except for UNION representatives, nor shall UNION leave be granted for more than one EMPLOYEE at any work site or department on the same day. This restriction may be waived by the SUPERVISOR.
- 11.9 UNION LEAVE (without pay): At times the UNION will want to designate an employee(s) to attend a labor convention or serve in any capacity on other union business. The UNION agrees to give the DISTRICT as much advance notice as possible. UNION leave shall not be granted for more than one employee at any work site or department on the same day. This restriction may be waived by the Supervisor. UNION leave without pay will be granted without discrimination or loss of seniority rights.
- 11.10 PERSONAL LEAVE (without pay): Any EMPLOYEE may be granted personal leave without compensation at the discretion of the SUPERINTENDENT. Said leave may be for a period of time not to exceed one year from the initial date of this leave for the following reasons:
- a. Personal health problems including recuperation, rehabilitation, and regeneration.
  - b. Health care of spouse, children or parents
  - c. Legal proceedings regarding personal litigation
  - d. To serve as an elected or appointed public official
  - e. Settlement of family estate or business
  - f. Any other reason deemed appropriate by the SUPERINTENDENT. (The reason for the extended leave shall be stated in writing.)

At the end of the approved leave, the EMPLOYEE shall return to the same or similar position within the bargaining unit, to the extent possible.

- 11.11 ILLNESS-IN-THE-LINE-OF-DUTY LEAVE: Any EMPLOYEE shall be entitled to illness-in-the-Line-of- Duty leave when it is necessary to be absent because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. The following requirements shall be observed:
- 11.11.1 Leave of any such EMPLOYEE shall be authorized for a total of not more than ten (10) days during any school year for illness contracted or injury incurred from such causes as prescribed above. The ten days will be available for one (1) calendar year from the date of illness or injury. Further, however, in the case of illness or injury occurring under such circumstances as in the opinion of the BOARD warrant it, additional emergency sick leave may be granted, for such term and under such

conditions as the SUPERINTENDENT shall deem proper.

11.11.2 Claims: Any EMPLOYEE who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall file in the manner prescribed in Florida Statutes within five (5) working days following return from such absence on the leave form provided by the SUPERINTENDENT. The SUPERINTENDENT shall approve such claims and authorize the payment thereof, provided that the SUPERINTENDENT shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment.

11.11.3 Evidence must exist relating the injury or disease contracted directly to the performance of the EMPLOYEE's duties.

11.12 ABSENCE WITHOUT LEAVE: An EMPLOYEE who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, and the EMPLOYEE shall be terminated in accordance with Abandonment of Position.

11.13 Every application for leave shall include:

Type of leave and purpose of such leave. No reason for personal leave with pay shall be required except for personal leave used during either the first or last five working days of the opening and closing of schools.

- a. What compensation, if any, shall be paid during period of the leave
- b. Length of leave
- c. Any other information deemed necessary by the SUPERINTENDENT in giving proper consideration to such application.

11.14 Leave granted to any EMPLOYEE shall be used only for the particular purpose or cause which is set forth in the application. The SUPERINTENDENT shall have the right to determine that the leave is being used only for the purpose or cause set forth in such application, and if not so used, the SUPERINTENDENT shall have the authority to cancel the leave as well as to initiate the appropriate disciplinary action.

11.15 Upon return from an extended leave of absence, an EMPLOYEE shall be entitled to all benefits accrued at the time the leave of absence commenced, including unused accumulated sick leave, and SENIORITY rights.

11.16 An EMPLOYEE, while on leave approved by the BOARD or SUPERINTENDENT, shall not be employed by any other employer. For any violation of this clause, the EMPLOYEE shall forfeit compensation for the time of such leave, and shall be subject to the appropriate disciplinary action.

11.17 FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA Leave). FMLA leave runs concurrent with existing leaves and benefits as provided in this agreement.

11.18 ABANDONMENT OF POSITION: Any leave of absence (excluding sick leave) with or without pay shall be approved prior to the leave being taken, except in the case of an extreme emergency where the EMPLOYEE must be absent prior to receiving approval from the proper authority.

11.18.1 When prior approval cannot be obtained by the EMPLOYEE due to such emergencies, the administration shall place the EMPLOYEE on leave with pay, provided the EMPLOYEE has sufficient leave accrued to cover the absence, or place the EMPLOYEE on leave without pay for the absence.

11.18.2 If the absence is for five (5) consecutive workdays, the SUPERINTENDENT may consider the EMPLOYEE to have abandoned the position and resigned from the School District.

11.18.3 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 five (5) consecutive workdays, the SUPERINTENDENT shall consider the EMPLOYEE to have abandoned the position and resigned from the School District.

11.19 TRANSFERRED SICK LEAVE: Shall be afforded to EMPLOYEEs as per Florida State Statutes and Board policy.

11.20 VACATIONS: EMPLOYEEs hired on a 250-day contractual basis shall be entitled to vacation during which they shall be paid their regular straight time hourly rate times the number of hours in their normal workday for each day of vacation. Said EMPLOYEEs are entitled to annual vacation leave based upon one day per month of employment. In addition, vacation leave will be increased by one day for each additional year served in Collier County, up to a maximum of six (6) days per year. The additional days shall be credited on July 1 of each year; however, upon termination, the additional days will be prorated. In the initial year of employment, an EMPLOYEE must be employed prior to January 1 to receive this benefit.

11.20.1 No vacation leave shall be earned by EMPLOYEEs on less than a 250-day contract.

11.20.2 Vacations will be scheduled by the EMPLOYEE'S SUPERVISOR. SUPERVISORS shall make every effort to honor EMPLOYEE vacation

requests. Vacation shall not be denied except when it can reasonably be expected to pose a hardship on the operation of the DISTRICT. Vacation Scheduling shall be approved at the site based on District seniority by classification, except Custodians and Head Custodians, where seniority by site shall be applied. EMPLOYEES shall be entitled to two (2) weeks of continuous vacation leave, unless additional leave is approved by the SUPERVISOR when, in the discretion of the SUPERVISOR, such continuous vacation leave does not conflict with the needs of the district. Up to sixty (60) days of vacation may be carried forward from one fiscal year to the next. Up to sixty (60) days of vacation leave may be used for purposes of terminal pay. Priority for approval of EMPLOYEE requests shall be in accordance with subsequent paragraph.

#### 11.20.3 Vacation Scheduling for 250-day EMPLOYEES

Vacation sign-up sheets will be posted on February 1 to February 15 (for the period February 16 through February 15 of the subsequent year); April 1 to April 15 (for the period April 16 to February 15 of the subsequent year); May 15 to May 29 (for the period May 30 to February 15 of the subsequent year). Vacations will be approved based on seniority and classification. Any requests for vacation after May 29, for the period of May 30 to February 15 of the subsequent year, shall be approved on a first-come-first-serve basis. In the event of a conflict involving the first-come-first-serve basis, seniority will prevail. During certain times, vacations may be limited for those in classifications affected by special needs of the district (e.g., construction projects, opening of a school[s], etc.). If the need changes, then the special needs posting period will be opened for one week for vacation scheduling based on seniority and classification. The SUPERVISOR will post any change in the special need period.

#### 11.21 UNPAID LEAVE

All leave must be exhausted prior to an EMPLOYEE going into an unpaid leave status. Except in cases of FMLA leave, the SUPERINTENDENT, at his/her sole discretion, will determine whether the unpaid leave is approved or disapproved. All regular FMLA regulations, processes and procedures will be followed, with the exception of the requirement to have worked 1,250 hours in the previous twelve (12) months, which is waived for full-time EMPLOYEES as defined in section 5.5 of this agreement.

### **ARTICLE 12 - SENIORITY**

- 12.1 "SENIORITY" shall refer to the total length of continuous service as an employee listed in Article 2 of this AGREEMENT. Approved leaves and layoffs of one year or less shall not be considered an interruption of continuous service. If more than one (1) employee has the same hiring seniority date, the following tiebreaker system will be utilized:

- 12.1.1 The sum of the first three digits of the last four digits of the employee's social security number. The lowest number will be the most senior.
- 12.1.2 If there is still a tie, the last digit of the social security number will be used. The lowest number will be the most senior.
- 12.1.3 If a tie still remains, the most senior will be decided by a coin toss. The Director, the involved employees, and a union representative shall be present.
- 12.1.4 EMPLOYEES shall lose their SENIORITY as a result of the following:
- a. Termination
  - b. Retirement
  - c. Resignation
  - d. Layoff exceeding one year
  - e. Failure to report to the Human Resources Office intention of returning to work within 21 calendar days from the postmark date of the District's certified letter notifying the employee of recall
  - f. Failure to report to the job at the end of approved leave within time limits prescribed

### **ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 13.1 The parties hereto shall work to resolve disputes promptly and as early in the grievance process as possible. To this end, a grievance shall be understood to mean a written complaint by an individual employee or group of employees directed to the District that the District has allegedly violated, misinterpreted, or inequitably applied any provision of this Agreement.
- 13.2 All grievances must be filed with the Executive Director of Human Resources or designee within the time frame specified in this section. Grievances shall be filed in the form that the parties, upon agreement, shall provide to the Union for such purposes. (A copy of the agreed upon form is appended hereto as Appendix 1.)
- 13.3 The grievance shall be incident specific and describe the action or actions taken for which the matter is being grieved and the date on which such action or actions occurred. The grievant or grievants shall also specify the remedy requested.
- 13.4 A grievant shall have the right to be represented at all steps of the grievance procedure by a designated Union representative.
- 13.5 Time Limits:

- 13.5.1. The time limits provided in this procedure shall be observed strictly. Other than the time limits for the initial Step 1 filing of a grievance, the time limits as specified in this procedure may only be extended by mutual agreement of the parties in writing.
- 13.5.2. Deadlines that fall on a day that is not a regular work day will automatically be extended to the next work day.
- 13.5.3 Time limits for appeal at each level shall begin the day following receipt of the written decision.
- 13.5.4 If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the District's last response to the grievance and shall be considered ineligible for further appeal.
- 13.5.5 If the District has not responded by the designated time limit in this procedure, the grievance may be advanced to the next step in the grievance process if it is confirmed by Union in writing by the deadline date for appeal to that step. If the Union does not confirm the advance to the next step, the grievance shall be considered withdrawn and ineligible for further processing. Grievants who voluntarily resign their employment with the District shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual, Union, or group grievance.

13.6 Grievance Steps:

13.6.1 Step 1 – Informal Resolution

- 13.6.1.1 It is the desire and goal of both parties that all matters which under the AGREEMENT would be the proper subject matter for a GRIEVANCE shall be resolved, if at all possible, without the filing of a formal GRIEVANCE, and every reasonable effort shall be used to reach a solution at this level.
- 13.6.1.2 In the event that an EMPLOYEE believes there is a basis for a GRIEVANCE, the EMPLOYEE shall first contact his/her immediate SUPERVISOR and request a meeting to specifically discuss the alleged GRIEVANCE with the SUPERVISOR. Such discussion shall occur within fifteen (15) working days following the date on which the EMPLOYEE or the Union knew or should have known of the event or action which gave rise to the alleged GRIEVANCE. Upon request of the GRIEVANT, a UNION STEWARD shall be

present during this discussion with the SUPERVISOR. If the matter can be resolved at this meeting, no further action is necessary.

### 13.6.2 Step 2 – Formal Resolution

- 13.6.2.1 If the alleged GRIEVANCE is not resolved with the immediate SUPERVISOR in Step 1, then the GRIEVANT or Union may proceed to Step 2 by filing a formal grievance form in writing (U.S. Mail, Hand-Delivery, or E-Mail) with the Executive Director of Human Resources. The formal grievance form must be received by the Executive Director of Human Resources within fifteen (15) working days following the Step 1 informal discussion with the SUPERVISOR; otherwise, the GRIEVANCE will be deemed untimely and shall not proceed to a Step 2 hearing.
- 13.6.2.2 Within ten (10) working days of receiving the formal grievance, the Executive Director of Human Resources, or designee, shall schedule a Step 2 grievance hearing with a date and time that is mutually acceptable to the parties. At the Step 2 grievance hearing, the parties shall hear and review the evidence provided and shall discuss information and facts relative to the GRIEVANCE.
- 13.6.2.3 A written decision shall be issued within ten (10) calendar days following the Step 2 hearing.

### 13.6.3 Step 3 – Non-Binding Mediation

- 13.6.3.1 If the GRIEVANT(s) is not satisfied with the resolution at Step 2, she/he may request non-binding mediation through the Union.
- 13.6.3.2 If the Union supports the GRIEVANT's request, it must file a request for mediation to the Executive Director for Human Resources and the closest Florida office of the Federal Mediation and Conciliation Service (FMCS) within five (5) days of the resolution at Step 2; otherwise, the grievance will be deemed withdrawn.
  - 13.6.3.2.1 The FMCS mediator shall proceed as soon as practicable.
  - 13.6.3.2.2 Legal counsel shall be excluded from the mediation unless both parties agree otherwise.
  - 13.6.3.2.3 Any testimony, statements, and other information given in the mediation shall not be admissible at arbitration.
  - 13.6.3.2.4 The mediator shall give an advisory opinion on the day of mediation as to which party he believes would be successful at arbitration.



13.6.3.2.5 Mediation may only be waived by mutual consent of the Union and the school district.

13.6.4 Step 4—Binding Arbitration:

13.6.4.1 If the GRIEVANT(s) is not satisfied with the resolution at Step 3, s/he may request in writing, to the Union, that the Union submit his/her grievance to arbitration in accordance with this section.

13.6.4.2 In the event the Union wishes to proceed to binding arbitration, it must file an appeal to the District's Executive Director of Human Resources and the Federal Mediation and Conciliation Service (FMCS) within five (5) calendar days of the date Step 3 non-binding mediation concluded. If the Union does not confirm the advance to the next step, the grievance shall be considered withdrawn and ineligible for further processing.

13.6.4.3 The Step 4 appeal shall identify all unresolved issues, alleged violations, proposed remedies, and shall be signed and dated by the grievant(s) and their Union representative.

13.6.4.4 The parties shall be bound to the rules and procedures of the FMCS in the selection of an arbitrator. The arbitrator shall be a member of the National Academy of Arbitrators. Procedural and evidentiary rules of the FMCS shall apply to any arbitration proceeding.

13.6.4.5 No later than 30 days after the close of the hearing, the arbitrator shall render a decision in writing and set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

13.6.4.6 It is understood that the arbitrator will be without power or authority to amend, add to, subtract from, modify, or alter the terms of these rules either directly or by implication, but shall be restricted to a decision as to whether the collective bargaining agreement has been violated and the relief, if any, to which the grievant is entitled. The arbitrator shall have no power to change any policy or rule of the Board nor to substitute his or her judgment for that of the Board as to the reasonableness of such policy or rule.

13.6.4.7 If either party disputes the timeliness or arbitrability of any grievance under the terms of this Agreement, the arbitrator shall be presented with the relevant evidence and must decide that issue at the outset of the hearing and shall decide if the grievance is arbitrable subject to judicial review in accordance with law.

13.6.4.8 The arbitrator may hear more than one (1) grievance at a time only by mutual consent of the parties.

- 13.7 Each party shall bear the expense of its own witnesses and its own representatives. The parties shall equally bear the expense of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration shall bear the cost of same.
- 13.8 Every effort will be made to schedule meetings and/or hearings for the processing of grievances at times which will not interfere with the regular work of the participants.
- 13.8.1 If a meeting or a hearing is held during the grievant's work hours, she/he will be released from work for a reasonable period of time without loss of pay in order to participate in the meeting.
- 13.8.2 When it is necessary for a representative/witness designated by the Union to attend a grievance meeting or a hearing during his/her work day, such representative shall, upon District approval which shall not be unreasonably withheld, be released for a reasonable period of time without loss of pay in order to participate in the meeting or a hearing.
- 13.9 Settlement offers made during attempts at informal resolution or during the steps of the Grievance Procedure shall not be introduced as evidence in subsequent steps of the procedure.
- 13.10 Written decisions and/or grievance settlements reached at Steps 1, 2, and 3 shall not be precedent in processing other subsequent grievances.
- 13.11 As a general rule, the grievance procedure will not be available to probationary employees. (See Article 7, Probationary Period.)

#### **ARTICLE 14 – SICK LEAVE POOL**

- 14.1 Pursuant to Section 1012.61(3), F.S. the Board agrees to provide a sick leave pool program for the benefit of all District EMPLOYEES as provided in Board Policy 3430.07.
- 14.2 UNION participation shall be as stated in Article 3.1.1.3 The UNION shall have two (2) representatives on the Sick Leave Pool Appeals Committee.

## ARTICLE 15 – COMPENSATION AND BENEFITS

### 15.1 Salary:

- 15.1.1 Each EMPLOYEE shall be compensated according to the following schedule attached to this Agreement and by this reference made a part hereof (see Appendix2).
- 15.1.2 Each new EMPLOYEE shall be placed on the appropriate step of the salary schedule for his job classification. Said new EMPLOYEE shall be limited to a maximum of five (5) years of validated and job related full-time experience.
- 15.1.3 If a former Collier County School District EMPLOYEE returns to the school district, in the same job classification within the bargaining unit, said EMPLOYEE shall be credited with the same salary experience previously earned. Employees returning within the bargaining unit that had brought in less than five (5) years outside experience may verify additional years of full time, job related outside experience that had not been previously applied, for a total not to exceed five (5) years of experience.
- 15.1.4 EMPLOYEES assigned in writing by their immediate SUPERVISOR to replace an EMPLOYEE on short term leave for more than twenty (20) consecutive full workdays during any one school year in a job title higher than their respective salary classification shall be compensated at the salary rate commensurate to the temporary classification, beginning the next pay period after the twentieth day of the assumption of the higher paid position.
- 15.1.5 EMPLOYEES assigned in writing by their immediate SUPERVISOR to replace an EMPLOYEE on leave for more than five (5) consecutive full workdays during any one school year in a position functioning as a Crew Leader shall receive this supplemental Crew Leader pay commencing on the 6<sup>th</sup> day of assignment to that temporary position retroactive to the first day. The additional compensation shall be paid on the next payroll date.

### 15.2 Bi-Weekly Pay: EMPLOYEES shall be paid on a bi-weekly basis, except the last pay date for each fiscal year shall be the Friday closest to July 12.

- 15.2.1 Although every other Friday generally will be a payday, some deviations are appropriate. For example, a payday falls on a holiday when the banks are closed, direct deposits will be made on the weekday immediately preceding the bank holiday.

### 15.3 Direct Deposits:

- 15.3.1 The BOARD shall provide EMPLOYEES the opportunity for direct deposit with the Suncoast Schools Federal Credit Union and all other participating ACH financial institutions.
- 15.3.2 All employees will be paid through Direct Deposit instead of payroll checks.

- 15.4 Terminal Pay: Terminal Pay will be paid to an EMPLOYEE (or to the EMPLOYEE'S beneficiary if service is terminated by death) in accordance with the following conditions:
- 15.4.2 Any EMPLOYEE who has completed more than three (3) years of experience in the Collier County Public Schools shall be eligible to receive the daily rate of pay at the time of termination, and/or normal or disability retirement, multiplied by forty percent (40%) times the number of days accumulated sick leave.
  - 15.4.3 Any EMPLOYEE who has completed more than six (6) years of experience in the Collier County Public Schools shall be eligible to receive the daily rate of pay at the time of termination, and/or normal or disability retirement, multiplied by forty-five percent (45%) times the number of days accumulated sick leave.
  - 15.4.4 Any EMPLOYEE who has completed ten (10) years of experience in the Collier County Public Schools shall be eligible to receive the daily rate of pay at the time of termination and/or normal or disability retirement, multiplied by fifty percent (50%) times the number of days accumulated sick leave.
  - 15.4.5 During and after the thirteenth (13th) year of service in the Collier County Public Schools an EMPLOYEE shall be eligible to receive the daily rate of pay at the time of termination and/or normal or disability retirement, multiplied by one hundred percent (100%) times the number of accumulated days of sick leave.
  - 15.4.6 Terminal pay will not be paid for sick leave days transferred into Collier County from another school district. However, sick leave will be charged against transferred sick leave days prior to the charge of sick leave against days earned in Collier County. Once terminal pay has been calculated and paid, the employee will have no remaining balance in his/her sick leave account.
  - 15.4.7 Payment of terminal pay will be made by the District within thirty (30) calendar days following the EMPLOYEE's retirement or termination date. Said payment shall be deposited in a deferred compensation account in accordance with BOARD policy.
  - 15.4.8 Terminal pay shall be reduced by 25% for any EMPLOYEE who resigns and fails to provide the BOARD with the required notice before voluntarily severing employment who give less than ten (10) working days notice prior to retirement or resignation. The SUPERINTENDENT may waive this provision. Terminal pay will not be paid to any EMPLOYEE who is terminated for sexual molestation of students or selling controlled substances to students provided all due process rights have been afforded the EMPLOYEE.
  - 15.4.9 In calculating terminal pay, the collective bargaining agreement in effect on the EMPLOYEE's last day of work or paid leave, excluding summer school, will be used to determine the appropriate payoff. Accrued vacation pay shall be paid at the time of termination for whatever reason including layoffs.

15.4.10 The EMPLOYEE may elect to transfer their terminal leave to another district by designating so on the voluntary separation form. If this designation is not made at the time of separation, the terminal pay will be processed in accordance with the BOARD administrative procedure and Florida Statute. Once terminal pay is calculated and paid the leave is no longer eligible for transfer.

15.5 Employee Wellness Program:

15.5.1 EMPLOYEE Wellness Program (EWP): The Superintendent and the Union recognize the necessity for identifying, developing, promoting, and promulgating sound physical and mental health and developing prevention and correction programs for District employees. As a result of this awareness, the Superintendent has established the EWP.

15.5.2 The basic elements of the program may include, but are not limited to: mandatory and self-referral of employees to community resources for counsel or treatment, developing programs for stress reduction, and/or developing procedures for identification and referral of employees in need of assistance.

15.6 Benefits:

15.6.1 Teamsters Local 79 shall be afforded the opportunity to name two (2) representatives to a Joint ASSOCIATION/Administration Committee which shall meet four (4) times per year to review and make recommendations to the SUPERINTENDENT regarding EMPLOYEE insurance benefits.

15.6.2 The mission of the health care program shall be to achieve the following four goals:

15.6.2.1 Ensure financial access to clinically efficacious health care services for plan participants

15.6.2.2 Protect plan participants from extreme financial hardship due to major health care needs

15.6.2.3 Minimize the total cost of the health plan over the long term

15.6.2.4 Simplify, wherever possible, the administrative burden of the health plan

15.6.3 The District shall make a health insurance plan available to eligible EMPLOYEES. Eligibility for health care coverage and other benefits is .625 FTE (25 hours per week) for bus drivers and bus attendants. Eligibility for health insurance coverage and other benefits (including basic life insurance and optional/voluntary benefits) during the duration of this agreement shall be .75 FTE (28.125 hours per week). Specific information on eligibility requirements is contained in the Health Benefits Plan Summary Plan Description (the SPD) available on the Benefits' website.

15.6.3.1 Enrollment and Waiting Periods: The SPD shall stipulate when an EMPLOYEE or his/her dependents may enroll in the health insurance plan. Enrollment may be subject to limitations or other conditions as defined in the SPD.

15.6.3.2 Plan Benefits: Each year, prior to the annual enrollment period, EMPLOYEES will receive enrollment information that will outline the benefits offered for the next calendar year. Information relative to specific health insurance and limitations will be updated regularly and contained in the SPD. In the event there is a conflict between the provisions of the collective bargaining agreement and the SPD, the District's SPD shall control.

15.6.3.3 Health Insurance Premiums:

15.6.3.3.1 EMPLOYEE Coverage: The BOARD shall provide and fully fund (100% District paid) comprehensive health insurance as defined in the SPD for all eligible EMPLOYEES covered under this section.

15.6.3.3.2 Dependent Coverage: EMPLOYEES selecting dependent coverage pursuant to the Plan shall be responsible for the payment of premiums as set on an annual basis. Annual premiums are effective January 1 and may be adjusted each year during the term of this agreement pursuant to an actuarial recommendation.

15.6.3.3.3 Annual Premium Adjustment: Each fiscal year, the health insurance premiums shall be set to insure that the rates are actuarially sound and meet any and all federal, state and other requirements. At a minimum, the premiums may increase annually by 3.5% per year.

15.6.4 Cafeteria (Section 125) Plan/Voluntary Benefits

15.6.4.3 The BOARD shall provide eligible EMPLOYEES a Cafeteria Plan subject to Section 125 of the Internal Revenue Code, to select benefits provided in the District's Cafeteria Plan. The Cafeteria Plan shall include such benefits as agreed to by the joint Collaboration Study Committee on Employee Health Insurance and Benefits. Premiums for benefits provided in the Cafeteria Plan shall be paid by the EMPLOYEE.

15.6.4.4 Life Insurance: Each eligible EMPLOYEE shall receive term life insurance with a benefit of \$30,000, or one times (1 x's) the EMPLOYEE's annualized salary up to \$100,000, whichever is greater.

15.6.4.5 Retired EMPLOYEES shall be permitted to participate in the basic health care plan with any primary coordinating coverage at no cost to the BOARD. EMPLOYEES retiring during the current school year will be accepted into the plan within 30 days of their retirement date.

- 15.6.5 It is the responsibility of the EMPLOYEES to report in writing, or by the use of email, within thirty (30) days, any change in marital, dependent or any other status for the purpose of updating insurance records for the District's Benefits Office.

## 15.7 REIMBURSEMENTS

- 15.7.1 Travel Expense: Any EMPLOYEE who must use his personal automobile or otherwise provide his own transportation when on school district business shall be reimbursed by the BOARD according to the amount established by current BOARD policy.
- 15.7.2 Home to school: Such mileage reimbursement shall not include routine travel to and from the EMPLOYEE's home and the school to which he is assigned.
- 15.7.3 Automobile Damage: Any employee whose personal vehicle suffers damage, accidental or intentional, on school or county property during working hours or while on official business at other times, that employee will be reimbursed up to a maximum of \$250 per incident toward the EMPLOYEE'S personal automobile insurance deductible upon verification by a supervisor or a law enforcement officer.
- 15.7.4 Personal Property Damage: Any employee who suffers personal property damage or loss due to their working conditions will be reimbursed up to \$50 dollars per incident upon verification by a supervisor or law enforcement officer.
- 15.7.5 EMPLOYEES required to go to a testing facility in their private vehicle for compliance with the Omnibus Transportation Employee Testing Act of 1991, shall be paid mileage in accordance with Florida Statutes.
- 15.7.6 ADMISSIONS: EMPLOYEES shall be entitled to free admission to school- sponsored athletic events within the Collier County School District which are below tournament level. The EMPLOYEE shall be responsible for providing proper identification in order to gain admittance.
- 15.7.7 EMPLOYEES required to perform "Light Duty" due to an on the job injury at any work site that is covered under Workers Compensation with the exception of their regularly assigned work site will be reimbursed mileage for the round trip difference in daily miles traveled from home to their regular work site and home to their temporary work site for the "Light Duty" assignment in the event the difference exceeds ten (10) miles.

## 15.8 ADDITIONAL EDUCATION AND TRAINING

- 15.8.1 An employee with a four (4) year degree from an accredited college or university shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour. EMPLOYEES with a two (2) year A.A. degree from an accredited institution shall be paid an additional seventy-five cents (\$0.75) per hour provided the degree is related to the EMPLOYEE's job classification.
- 15.8.2 An EMPLOYEE with a trade certification related to the EMPLOYEE'S job classification will be paid an additional fifty cents (\$0.50) per hour. An EMPLOYEE who completes an approved certification and/or license related to the EMPLOYEE's job classification will be paid an additional twenty-five cents (\$0.25) per hour.
- 15.8.3 Upon approval of the SUPERINTENDENT or designee, the BOARD will reimburse each EMPLOYEE the actual amount of tuition paid, not to exceed the resident tuition rate established by the Florida State Board of Regents for each semester hour taken in an area related to the EMPLOYEE's job classification. The determination of "relatedness" is solely at the discretion of the SUPERINTENDENT or designee.
- 15.8.4 A list of degrees, certificates, licenses and courses that meet the requirements, is contained in Appendix 3 of this Agreement.
- 15.8.5 SCHOOL IMPROVEMENT MONEY: Bargaining Unit EMPLOYEEs, who are working at a school that receives State School Improvement dollars, may receive a portion of the award as do the instructional employees. The SUPERINTENDENT will encourage schools to share any monetary incentive or performance awards with all employees by sending a letter to all principals each year when such awards are announced.

## 15.9 COURSE REIMBURSEMENT

- 15.9.1 Prior approval by the Department of Accountability & Staff and School Renewal is required.
- 15.9.2 The application form provided by the Department of Accountability & Staff and School Renewal must be signed and approved by the respective Director verifying that the responsibilities of the employee have been accurately described.
- 15.9.3 The reimbursement will be for community college, university courses and online Internet courses from accredited institutions with prior approval from the Department of Accountability & Staff and School Renewal and the Director.
- 15.9.4 If courses are taken in the summer sessions, reimbursement will occur only if the



employee returns to work in the fall. Employees resigning during a course will not be reimbursed.

15.9.5 If employees are on leave, they are eligible for the program but reimbursement will not occur until they return to work.

15.9.6 Only course completions with a grade of "C" or better will be reimbursed unless the approved course is "pass or fail" and then a "pass" is required. For reimbursement, both a grade slip and a tuition receipt will be required.

#### 15.10 Dues Deductions:

15.10.1 Deductions:

15.10.1.1 The Board shall deduct from the pay of each eligible employee all membership dues of the Union, provided that at the time of such deduction there is in the possession of the Board, a valid written authorization for dues deduction executed by the employee.

15.10.1.2 The Board will not collect any fines, penalties, or non-uniform assessments on behalf of the Union.

15.10.2 Deduction Authorization:

15.10.2.1 Any eligible employee may authorize dues deduction by presenting an authorization card to the school district's payroll department.

15.10.2.2 Authorization for dues deduction shall be in force until revoked in writing by the member to the Board and the Union. The revocable authorization for dues deduction will be effective thirty (30) calendar days from the date the written request is received by the Board and the Union.

15.10.3 Service Charge:

15.10.3.1 The Union will not be assessed a service charge for costs(s) incurred by the Board in order to provide any dues deduction requested by the Union pursuant to Florida Statutes.

15.10.4 Dues Notification:

15.10.4.1 The union will notify the district's payroll department of the specific amount of dues deduction at least six (6) working days prior to the implementation of the dues deduction. Such dues shall remain constant unless there is change in the employee(s) wages(s) and upon notification by the Union.

15.10.4.2 All dues deducted biweekly by the Board shall be remitted to the Union

within three (3) working days of the payday.

15.10.4.3 At the same time, the Board shall forward a list showing names, social security numbers, hourly rate of pay and amount of dues deducted for each person.

15.10.5 Hold Harmless:

15.10.5.1 The Union shall indemnify and save harmless the Board and its employees from any and all claims, demands, suits and costs, including reasonable attorney's fees, incurred in connection with the administration of this item, provided the Board acts in compliance with its dues deduction obligations under this contract.

15.10.5.2 The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the designated official of the Union.

## ARTICLE 16 — TRANSPORTATION ROUTE BIDDING AND ASSIGNMENT OF WORK

### 16.1 ROUTE BIDDING

16.1.1 ROUTE BID SENIORITY: This section is for use in determining ROUTE BID SENIORITY only. ROUTE BID SENIORITY for bus drivers and bus attendants shall be defined as the date the bus driver or bus attendant becomes a regular employee of the Transportation Department. One District Wide list will be maintained for drivers and one list for attendants for bidding purposes (Route Bid List).

16.1.2 The tiebreaker system as outlined in SENIORITY shall also be used for ROUTE BID SENIORITY.

16.1.3 INITIAL SCHOOL YEAR ROUTE BID PROCEDURES: **The date for the Route bid will be posted by the last day of the current school year.** A master list of all routes will reflect the total estimated route time; assigned route/bus number and type of bus, school(s) served; and approximate beginning and end time. The master list will be posted a minimum of five (5) days prior to the route bidding. A copy of the master list will be furnished to the Union upon request. **The bus attendant bid will take place immediately after the completion of the bus driver bid.**

16.1.3.1 Each driver and or attendant will be allowed only three (3) minutes in which to select a route at their assigned bid time. If a selection is not made within three (3) minutes, the next person scheduled may be admitted to the route bid room. No changes will be made to the assigned bid time.

16.1.3.2 The only personnel allowed in the bid room will be: the person who is to bid, the next scheduled route bidder, management staff, Union

Representative or designee, and one (1) record keeper designated by the Director of Transportation.

- 16.1.3.3** All route postings shall include the designated zone, site assignment, total daily hours, the schools serviced, location of stops, routenumbers and the starting and ending times of the routes **including runs such as OJT, AFTER SCHOOL PROGRAMS, AND VOCATIONAL/TECHNICAL SCHOOL RUNS**. All routes that are newly created or vacant and not eliminated shall be posted. **All routes are subject to change based on the needs of the students.**

All drivers and attendants are expected to remain on the route they bid for sixty (60) days before bidding off that route except after the initial route bid of the year. Drivers and attendants will be allowed to bid on the first interim route bid following the initial route bid.

- 16.1.3.4 A master list of all routes will be maintained by the supervisor responsible for that zone. The zone master list will reflect the total estimated route time, assigned route/bus number, school(s) served and approximate beginning and end times. A copy of the zone master list will be available upon request.

- 16.1.3.5 INTERIM SCHOOL YEAR ROUTE BID PROCEDURES:** After the initial school year route bid, subsequent route bids throughout the school year will be held at the North compound. Open routes will be posted **withinthirty (30) calendar days OF VACANCY** at each transportation site for five (5) workdays. Those drivers and attendants who have signed up for the bid at other locations will be able to participate via teleconferencing at satellite work site locations. Only those bus drivers and attendants that have signed up will be allowed to participate in the route bid. The list of all open routes will be posted a minimum of five (5) days prior to the bid.

The interim bid will open by calling the most senior driver and attendant who signed up. The driver or attendant may choose a route or pass. Once a route is bid, that driver or attendant's route will be shown for everyone participating to see. Every time a new route is posted, drivers and attendants who previously bid or passed are given the chance to bid again, in order of seniority. This process continues until such time as all drivers and attendants present in the route bid have either bid or passed.

At such time, the remaining routes not selected will be filled immediately after the route bid is closed.

- 16.1.3.6** The successful bidder must remain on the route they bid for a minimum of sixty **(60) days** before being eligible to bid again on vacancies and new routes. **Exception: any route losing thirty (30) minutes or more after**

**Additional runs**, such as On the Job Training (OJT) , after school programs and vocational/technology school runs will be added to routes after the initial school year route bid process is complete. The additional runs will be assigned based on efficiency of operations such as the proximity of existing routes, least amount of daily index hours, time and distance factors. If more than one route is selected for an additional run, the drivers or attendants with the most seniority have the right of first refusal; if the need arises, the assignment will be made by reverse seniority.

- 16.1.3.7 Any route of **four (4)** hours or less in duration will be offered first to drivers who have opted out of the twenty-five (25) hour minimum workweek.
- 16.1.3.8 Drivers and attendants who cannot make their appointment time for route selection will submit a proxy letter prior to the start of Route Bid. A co-worker or Union Representative and Transportation Management Representative will choose an available route at the scheduled time. Only in the case of an emergency, a telephone call to Transportation Management will suffice as the proxy. The District and Union are held harmless by the employee and not subject to the grievance process.

**16.1.4 SUMMER ROUTE BID. AT LEAST 14 DAYS BEFORE THE END OF THE SCHOOL YEAR** , an estimation summary of the transportation work and a summer route bid signup sheet will be posted at all locations for bus drivers and bus attendants. Prior to the last day of school, the date(s) for the summer route bid will be posted. Routes will be posted for viewing as soon as they become available. If additional routes become available, the routes will be offered to ALL bus drivers and bus attendants based on seniority who had signed up for route bid and have not been awarded a route.

- 16.1.4.1 Each driver and/or attendant will be allowed only three (3) minutes in which to select a route at their assigned bid time. If a selection is not made within three (3) minutes, the next person scheduled may be admitted to the route bid room. No changes will be made to the assigned bid time.
- 16.1.4.2 The only personnel allowed in the bid room will be: the person who is to bid, the next scheduled route bidder, management staff, Union Representative or designee, and one (1) record keeper designated by the Director of Transportation.
- 16.1.4.3 Drivers and attendants who cannot make their appointment time for route selection will submit a proxy letter. A co-worker or Union Representative and Transportation Management Representative will choose an available route at the scheduled time. In the case of an emergency, a telephone call to Transportation Management will suffice as the proxy. The District and Union are held harmless by the employee and not subject to the grievance process

## 16.2 FIELD TRIPS

The parties agree that the priority of the Transportation Department is the safe transportation of students to and from schools.

### 16.2.1 Definitions:

- 16.2.1.1 Field Trip Summary Lists are maintained by assigned transportation supervisors (one for drivers and one for attendants) to track hours with codes; posted and updated as trips are accepted or rejected. Three separate lists will be maintained for Field Trips, under 24-Hour Field Trips, and Extra Work at each compound.
- 16.2.1.2 Field Trips involve the transportation of students, staff, and other groups as needed exclusive of regular published school routes.
- 16.2.1.3 Under 24-Hour Field Trips are “field trips” that are posted or reposted with less than 24-hours notice (For example, a bus driver or attendant who previously accepted a field trip becomes ill and can no longer take the trip or a school forgot to notify transportation of a field trip and makes a last minute call.).
- 16.2.1.4 Extra Work includes other unique opportunities for work exclusive of regular published school routes (For example, shuttling buses between compounds or a dealership).
- 16.2.1.5 School Breaks are defined as the period of time that the District’s schools are not in session as defined in the School Board approved official calendar.
- 16.2.1.6 Compound: Defined as North, South, Estates, and Immokalee.
- 16.2.1.7 Conflict: A field trip scheduled during a regular published bus route.

### 16.2.2 Receipts, Time and Date Stamps

- 16.2.2.1 All Field Trip requests from schools and others will be time and date stamped at the time of receipt by transportation; in the event of FAX requests, the date and time stamp on the FAX will be used.

### 16.2.3 Eligibility

In order to be eligible for Field Trips, drivers and attendants (hereinafter collectively “employees”) must sign up with the assigned supervisor for their compound during the first week of each semester and upon reporting to a new compound due to route bid or assignment.

- 16.2.3.1 All employees who sign up for Field Trips, Under 24-Hour Field Trips, and/or Extra Work will be placed on the appropriate Field Trip Summary List by compound, seniority and classification (For example, drivers and attendants).
- 16.2.3.2 Employees rejecting six (6) field trips during the semester will be ineligible for field trips until the next semester.

#### 16.2.4 Field Trip Assignments

- 16.2.4.1 Employees will be assigned field trips on Wednesday, 10 days prior to the field trip, and assigned in order received. Field trip requests less than 10 days will be assigned in order received.
- 16.2.4.2 All trips will be assigned by compound. If a conflict exists, another employee, which may be a substitute, may be utilized to address the conflict. The resolution will not result in any loss of time for the employee assigned.
- 16.2.4.3 The employee has the right to accept or reject a trip within 24 hours. If employee does not respond within 24 hours it will be considered as rejected.
- 16.2.4.4 Once an employee accepts or rejects a trip, the supervisor will note the code next to the employee's name and go to the next person on the applicable Field Trip Summary List.
- 16.2.4.5 Employees who reject a make-up will not be given a makeup trip.
- 16.2.4.6 Employees who have been notified that a field trip is cancelled shall receive the next field trip to be scheduled. Employees subject to a trip cancellation will be assigned the next available trip in rotation.
- 16.2.4.7 Employees who have not been notified and report to work for a field trip that is subsequently cancelled shall receive a minimum of two (2) hours pay. Employees subject to a trip cancellation will be assigned the next available trip in rotation.

#### 16.2.5 Field Trip Summary List

- 16.2.5.1 Assigned supervisors will post a separate Field Trip Summary list for Field Trips, under 24-Hour Field Trips, and Extra work at each compound for each semester. Field Trip Summary Lists will be posted with the following codes:

AC – Accept  
RJ – Reject  
PL – Pre Approved Leave

SL – Sick Leave  
MU – Make Up  
CA – Cancelled  
CO – Conflict  
TR – Training

#### 16.2.6 Holiday Trips and Sports Team Playoffs

During holidays and school breaks, it is not uncommon for several sports teams to hold state playoff games. Employees may be required to take more than one trip in a week because, for example, the teams only know they will have a game and trip if they win.

#### 16.2.7 Absences

Employees who are absent any part of their route, the day before an assigned trip or during any part of their route the day of an assigned trip, will forfeit the trip unless they call the supervisor to confirm that they are able to take the trip. In order to be able to take the trip the employee must have preapproved paid leave by their supervisor. There will be no make-up trips for employees on leave.

APPENDIX 1

**GRIEVANCE**  
**TEAMSTERS LOCAL UNION NO. 79**  
*Affiliated with the International Brotherhood of Teamsters*  
5818 E. M.L. King, Jr., Blvd. • Tampa, FL 33619  
(813) 621-1391 • 1-800-741-3500

LOCAL UNION USE ONLY

Copies _____	Add _____
Employer _____	
Steward _____	
BA _____	

PLEASE PRINT LEGIBLY

Employee Name _____ <small>First M.I. Last</small>	Employer Name _____
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Seniority Date: ____/____/____ Classification: _____	Phone (____) _____
SS# (last 4) _____ Phone (____) _____	

State the nature of the grievance, including dates, names and places. Specify Contract Violation by Article and Section Number. In order to assist the Local Union in the processing of this grievance, the grievant agrees to furnish evidence, witnesses and documentation in support of this grievance.

CONTRACT VIOLATION: Article: \_\_\_\_\_, Section: \_\_\_\_\_ Date of alleged violation: \_\_\_\_\_

GRIEVANCE \_\_\_\_\_

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REMEDY SOUGHT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand and agree that the Local Union has the final authority in processing, presenting and adjusting any grievance, complaint, or dispute, in such manner as the Local Union, its affiliate Officers and/or Business Representative may consider to be in the best interest of the Local Union. I also understand and agree that the Local Union and its Officers and/or Business Representatives may decline to process a grievance, dispute, or complaint, if in their judgment, it lacks merit.

Employer / Supervisor Signature _____	Grievant's Signature _____
Date Received _____	Steward's Signature _____



# BUSINESS REPRESENTATIVE'S PROCESSING

Grievance No. \_\_\_\_\_ Date met with employer: \_\_\_\_\_

Grievant

Employer

Union Representative

Steward

Facts: \_\_\_\_\_

\_\_\_\_\_

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Disposition: \_\_\_\_\_

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\_\_\_\_\_

**APPENDIX 2**

**Effective: July 1, 2019**

**Approved: January 14, 2019**

**TEAMSTERS SALARY SCHEDULE**

(8 hr work day, includes 30 minute paid lunch) (Non-Exempt)

<b>STEP</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>
<b>0-2*</b>	11.24	12.21	13.81	15.40	16.88	18.38
3	11.79	12.76	14.36	15.95	17.43	18.93
4	12.14	13.11	14.71	16.30	17.78	19.28
5	12.69	13.66	15.26	16.85	18.33	19.83
6	13.19	14.16	15.76	17.35	18.83	20.33
7	13.48	14.50	16.13	17.77	19.26	20.83
8	13.78	14.74	16.53	18.17	19.67	21.33
9	14.10	15.05	16.92	18.56	20.09	21.83
10	14.37	15.35	17.34	18.94	20.48	22.33
11	14.67	15.66	17.74	19.36	20.89	23.24
12	14.95	16.07	18.11	19.77	21.27	23.84
13	15.26	16.41	18.50	20.22	21.75	24.39
14	15.52	16.82	19.03	20.77	22.30	24.94
15	15.84	17.35	19.58	21.32	22.85	25.49
16	16.34	17.90	20.13	21.87	23.40	26.04
GWI (1)	16.84	18.40	20.63	22.37	23.90	26.56
GWI (2)	17.15	18.74	21.02	22.79	24.36	27.06
GWI (3)	17.61	19.14	21.38	23.12	24.71	27.35
GWI (4)	17.92	19.49	21.78	23.56	25.19	27.88
GWI(5)	18.24	19.85	22.19	24.01	25.67	28.38

*\* Initial Placement on the salary schedule for 0 to 2 years of experience*

**CLASSIFICATIONS: (Work Areas)**

<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>
Custodian Assistant	Custodian	Head Custodian, Elementary	Courier	Bus Driver	Carpenter
	Groundskeeper I	Mechanic Helper	Delivery Person	Utility Bus Driver	Controls Technician
	Nutrition Services Worker		Groundskeeper II	Welder	Dispatcher
	Special Programs Bus Attendant		Head Custodian, Middle/High		Electrician
			Painter		Equipment Technician
			Parts and Tool Attendant		HVAC Technician
			Utility Person		Irrigation Technician
					Mechanic
					Paint and Body Technician
					Parts and Tool Specialist
					Plumber
					Transportation Driver/Trainer

**The following supplements will be added to the hourly rate:**

**\$ 1.25 per hour** Hours worked as a crew leader. Work crew leaders must be approved by the Superintendent or his designee.

**\$.50 per hour** All Transportation Mechanics working at satellite locations without direct and on-site supervision; limited to two employees per satellite site, one (1) employee per shift, for purposes of covering the early and late shifts when a crew leader is not on-site (South, Estates, Immokalee) Must be approved by the Superintendent or designee.

**\$.75 per hour** Mechanics and Parts & Tool Attendants in the Department of Transportation and HVAC (Utility Person) who are required to work an eight (8) hour shift that normally ends later than 9:00 PM.

New employees shall be limited to a maximum of five (5) years of validated and job-related full-time experience. Former Collier County School District Employees returning to the school district within the bargaining unit shall be credited with the same salary experience previously earned.

**APPENDIX 3  
ADDITIONAL EDUCATION AND TRAINING**

The following list of degrees, certificates, licenses and courses meet the requirements for Article 15 of the contract. Employees are limited to one supplement for a degree, or certificate, or license or group of courses.

1. Maintenance

Four Year Degree (\$1.25) Bachelors (Arts or Science)

Two Year Degree (\$.75) Bachelors (Arts or Science)

2. Approved certification or licensure program related to the EMPLOYEE's job classification (\$.50) EMPLOYEE limited to one supplement.

- a. United States Armed Services related Advanced Individual Training Courses related to specific trade. Example: Audio Visual – Electronic courses which were successfully completed (Approval by Department head required).
- b. Certifications issued by the Collier County/City of Naples Competency Board (including journeyman's and contractors) relating to specific trade of employee. (Approval by Department head required).
- c. Active state contractor's licenses issued by the State of Florida Department of Business and Professional Regulation relating to specific trade of employee.
- d. Any series (3 or more) of state/county/city\* licenses required to do the performance of the trade.

*i. Grounds person II*

CDL "B" drivers license  
State of Florida Ornamental Spray license  
Collier County Contractors Landscape Certificate

*ii. Utility*

CDL "B" drivers License  
Two Collier County Contractors Certificates in a related field (approval by Department head required).

*iii. Painter*

CDL "B" drivers license  
Collier County Contractors Certificate Painting

*iv. Mechanic*

CDL "B" drivers license  
Related approved courses in generator and engine repair

*v. Welder*

CDL "B" drivers license  
\*Welder's certification for commercial piping (approval by Department head required)

### 3. Transportation

Four Year Degree (\$.1.25) Bachelors (Arts or Science)

Two Year College Degree (\$.75) Associates (Arts or Science)

- Must pass and actively maintain ASE (National Institute for Automotive Service Excellence) certification exam for School Bus Series certifications/licensure related to the employee's job classification (\$.50)
- (\$.25) for each additional certifications/licensure related to the employee's job classification
- Program of instruction providing certification must be delivered by a fully accredited institution of higher learning and must be pre- approved by Department Director.

vi. Bus Trainers

Florida certified Commercial Drivers License Examiner

vii. Bus Attendants

Certified Nursing Assistant

### 4. Food Service

Four Year Degree (\$.1.25) Bachelors (Arts or Science)

Two Year College Degree (\$.75) Associate (Arts or Science)

## **MEMORANDUM OF AGREEMENT**

The School District of Collier County, Florida (the "District"), the International Brotherhood of Teamsters Local 79 (the "Union"), hereinafter collectively the "parties," agree to enter into the following memorandum of agreement ("the agreement") effective on the date signed below.

WHEREAS it is agreed that safety and professionalism is the utmost importance;

WHEREAS it is agreed, the quality of the uniform shirt and employees input regarding choice and variety of uniform shirt is critical;

WHEREAS the District and Union will create a workgroup to review, evaluate, select the style, fabric and cut for the uniform shirts;

The parties, therefore, agree:

1. Annually, the District will provide every employee in the Transportation Department\* with seven (7) new uniform shirts with the CCPS logo at no cost to the employee.
2. Annually, the workgroup will meet to determine the style, fabric, and color for the following school year.
3. The District will determine changes to the logo. Current or prior year approved CCPS Transportation uniform shirts will be allowed to be worn.

4. The workgroup will be comprised of three (3) Union and three (3) Management members. If no majority decision is reached, the matter will be decided by the Executive Director of Human Resources and Teamsters Local Union 79.
5. All uniform shirts provided to the employees shall be replaced if damaged, no longer fits or other reasonable request.

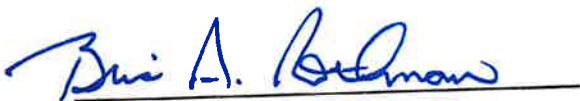
\*Exceptions to the above language will include parts and tools, body and paint and mechanics

TERM OF AGREEMENT

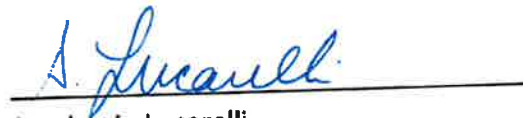
The agreement between The District School Board of Collier County and the Teamsters Local Union No. 79 shall be effective as of July 1, 2019, and shall continue in effect through June 30, 2022.

Teamsters Local Union No. 79

District School Board of Collier County



Brian A. Rothman  
Chief Negotiator



Stephanie Lucarelli  
Board Chair



Sharon Ayala  
Business Agent



Kamela Patton  
Superintendent



Valerie E. Wenrich  
Chief Negotiator