

# **Master Contract**

**between**

**School Board of Okaloosa County**

**and**

**Okaloosa Education Staff  
Professionals**

**July 1, 2017 through June 30, 2020**

**Agreement reached at the table March 6, 2018**

To see all grammatical changes, the full contract book can be viewed at:  
[www.okaloosaesp.com/mastercontract](http://www.okaloosaesp.com/mastercontract)

### **ARTICLE 3 - NEGOTIATIONS PROCEDURES**

- D. Negotiations shall begin ~~not~~ **no** later than ~~sixty (60)~~ **thirty (30)** calendar days prior to the expiration date of the current Agreement unless both parties agree to an alternate date.
- J. *During the term of this Agreement, each party reserves the right to reopen negotiations annually on salary, insurance, supplements and two (2) Articles of each party's choosing. If either party desires to reopen negotiations under this provision, a written notice must be submitted to the other party by June 1.*

### **ARTICLE 4 - RIGHTS**

5. The Association president or his designee shall be granted release time ~~up to twenty (20) days per school year~~ to attend to Association business. ~~However, of these twenty (20) days not more than fifteen (15) may be used by any one (1) individual. Additional days may be granted by the Board. Application for additional days will be made to the Chief Negotiator or the Superintendent's designee.~~ ***The annual release time may not exceed 15% of the Association President's scheduled work days based on the respective payroll calendar.*** The Association president shall use the OCS D substitute system to register the days and arrange for a substitute for said position, ***if applicable.*** The OCS D TDE form ***shall*** be completed and forwarded to the Assistant Superintendent of Human Resources. Additional days may be granted by the ***School Board based on the School District Superintendent's recommendation. The application to request*** additional days ***shall*** be ***submitted*** to the Chief Negotiator or the Superintendent's designee. ***OESP shall reimburse the School District at actual cost for all leave.***
6. ***The Board agrees that the union shall have the option of releasing their president full time or part time (increments of 20% at the secondary level). If the union opts to have the president released part or full time they must notify the Superintendent or his/her designee by June 1<sup>st</sup> of the previous year. The union agrees to reimburse the Board for the appropriate cost of the president to include salary, social security, retirement and any Board paid insurance contributions. At the end of the release, the individual shall be placed in a similar position to what he or she originally held.***
- ~~8. The Board shall provide the Association at no cost with one (1) copy of full Board agendas including minutes from the previous Board meeting.~~

### **ARTICLE 7 - WORKING CONDITIONS**

1. Seven and one-half (7 ½) hours will be the regular maximum workday for all employees. ~~Included in the seven and one-half (7 ½) hours will be two (2) breaks of not less than fifteen (15) minutes each~~ ***shall be included for employees who are regularly scheduled six (6) to***

*seven and one-half (7 ½.) hours* A minimum thirty (30) minute duty free lunch break is **NOT** included in the seven and one half (7 ½) hour workday. Break time relative to the above provisions will apply to employees who work six (6) or more hours per day. Employees who work four (4) to **but less than** six (6) hours shall receive at least one (1) break of not less than fifteen (15) minutes. **A duty-free lunch break is not included in the seven and one-half (7½) hour workday. A lunch break may be scheduled by the employee, with supervisor approval, either during mid-day or at the end of their paid workday and shall become the employee's regular work schedule.**

12. Notations for the record of verbal, oral or written reprimands at the school/work site level shall be removed and/or destroyed after a period of 3 years if no similar incidents occur within that period.
  13. **The District will provide a substitute absence management system that will be made available to school based employees who require a substitute. If an employee that normally does not require a substitute finds that they will need one for a long term absence they will be added to the system.** Employees will not be required to make arrangements for a substitute for themselves in the case of an emergency.
  19. Physical dexterity testing will be administered by the director or his designee. **Transportation assistants are also required to pass the physical dexterity test.** Dexterity test will be given as needed, but no earlier than thirty (30) days prior to the bus physical exam due date.
3. Before termination by the School Board, the following procedure shall occur:
- a. The immediate supervisor or Superintendent shall notify the employee of his **the** intent to recommend that the employee be terminated. The employee may then make a written request to the Superintendent for an informal hearing with the Superintendent or **his the Superintendent's** designee regarding the recommendation. The employee shall make said request within ten (10) days from the time of receipt of the notification. Failure to make the request on a timely basis constitutes a waiver of the employee's right to further appeal under this procedure, **therefore the Superintendent will make the recommendation for termination at the School Board's next regular scheduled meeting.**
  - b. After the informal hearing before the Superintendent, the Superintendent shall then notify the employee of his intention regarding the recommendations of the supervisor. If the Superintendent is going to recommend termination to the School Board, then the Superintendent shall, within ten (10) days of the informal hearing before him with the employee, notify the employee in writing of his **the** decision. The Superintendent with said notification shall have the authority to suspend the employee with or without pay until the next regularly scheduled Board meeting at which time he **the Superintendent** will make his **the** recommendations to the Board. ~~The employee may appeal before the Board to the termination or intent to terminate which the employee has received from the Superintendent, and upon the recommendation which the Superintendent has made to the~~

~~Board. The Superintendent, shall make said recommendation, at the next regularly scheduled Board meeting and the Board shall at that time have the right to suspend the employee with or without pay pending the formal hearing if one is so requested by the employee.~~

- c. If the employee wishes *to appeal the termination or intent to terminate which the employee has received from the Superintendent, the employee shall request* to have a formal hearing before the Board, the employee shall notify the Board in writing within ten (10) days of the notification from the Superintendent to the employee. This notification must be in writing and addressed to the Superintendent of Schools as Secretary of the School Board. ***The Board shall have the right to suspend the employee with or without pay pending the formal hearing if one is so requested by the employee.*** Failure to so notify the Board shall constitute a waiver of the employee's right to further appeal under this procedure.

#### **ARTICLE 9 - EMPLOYEE EVALUATION**

- A. The purpose of employee evaluation is to support decisions concerning employee discipline, promotion and improvement. Evaluation shall be the responsibility of the Principal, Department Head or ~~his~~ designee who shall not be a member of the bargaining unit. ***Employee evaluation can be found online and in the appendix.***

Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts are related to the existing charge. All previous charges or actions must have been shared with the employee prior to this current action. ~~Notation for the record of verbal, oral, or written reprimands at the school/worksite level shall be removed and/or destroyed after a period of three years, if no similar incidents occur within that period.~~

1. Each employee shall receive a written evaluation ~~prior~~ **between April 15<sup>th</sup> to and** May 15, unless they are still in their probationary period. ***Each employee who is in their probationary period will be evaluated at the end of their probationary period unless they are released.***
2. ~~There shall not be more than two (2) personnel files maintained for each employee. Each~~ ***personnel*** file shall be available for the employee's inspection. The official file will be maintained at the District Personnel Office. ~~In the event two (2) such files are maintained, one shall be kept in the principal's or director's office at the school or other location where the employee is then employed. No item from an anonymous source may be placed in the personnel files.~~

#### **ARTICLE 11 – LEAVES**

- a. The Superintendent, after receiving from the Association a list of certified delegates, shall grant to each Association delegate, two (2) leave days with pay for the purpose of attending the FEA-NEA annual convention. ***The Association shall have the right to send delegates to the Florida***

***Education Association Delegate Assembly. In addition, the Association may authorize member participants to attend Association conferences, trainings and/or meetings. The total number of delegates authorized to attend will not exceed five percent (5%) of the Association membership. The delegates or member participants shall use the OCSD substitute system to register the days and arrange for a substitute for said position, if applicable. The OCSD TDE form shall be completed and forwarded to the Assistant Superintendent of Human Resources. OESP shall reimburse the School District at actual cost for all leave.***

1) Members of the Association who attend activities ***in direct representation of employees such as board workshops, grievances, and collective bargaining*** such as conventions and conferences shall be considered to be on TDE, provided they are on Official Association business. Such Association TDE shall not be considered in calculation of overtime pay.

a. The Board may approve request for unpaid leave for up to one (1) year due to illness, disability, accident and ***parental*** child rearing ***for the first year after birth/adoption***. The Board shall comply with the “Family and Medical Leave Act” provided an application for such benefits is received with the request for leave and the employee qualifies for such leave.

2. ***Personal Leave Without Pay/Emergency***

~~The Board may approve request for unpaid sick leave for personal reasons for a period of up to one (1) year. Personal leave without pay shall not be granted for the purpose of an employee entering into full time employment in another position. Employees shall use all available paid personal leave days before using unpaid personal leave.~~

Any absence beyond accrued leave must be approved by the School Board prior to the absence except in case of documented emergency. Illness with doctor’s excuse is considered a documented emergency. Other personal/emergency leave requires that written documentation/verification accompanies the Request for Leave and that all personal leave has been exhausted.

***Absences without approved leave are subject to disciplinary action and/or termination. Employees can be assured that all requests for leave without pay will be submitted to the School Board with a recommendation by the Superintendent for approval or non-approval. Employees on personal leave without pay will not be allowed to switch to paid leave without first coming back to work. This provision shall have no effect on the use of the sick leave pool.***

***If an employee is on the Leave without Pay report for taking unpaid leave without their supervisor’s approval, the employee will be removed from the Leave Without Pay report if the employee does not receive an additional warning for twenty-four (24) months.***

***Any leave taken under this section that qualifies for leave under the Family Medical Leave section of the Article shall be taken in conjunction with the Family Medical Leave section.***

3. ~~Parental Leave~~

~~The Board shall approve requests for unpaid leave for purposes of child rearing for a period of up to one (1) year.~~

**ARTICLE 13 - COMPENSATION**

5. All *full time* job-alike experience from other public School Districts will be allowed for pay purposes. Five (5) years *of full time* non-school related job experience will be allowed for pay purposes. Outside job experience will be allowed only when it coincides with the performance responsibilities of the current job description. A calendar year can only be counted one time in computing School Board and outside job experience. ***To receive a year's credit, you must have worked over half the year. Full time is defined as twenty (20) or more hours a week.*** Employee must verify outside experience. Documentation must be presented to the Personnel Services Department before the 1<sup>st</sup> of the month to be given credit for the experience that month. ***No credit will be given for past experience that a retirement is being drawn on or if a lump sum payment was received.***

c. ***The supplement for Bus Inspectors will be \$100.00 per month.***

C. Insurance

~~1. The Board shall offer as a medical insurance option a "Blue Cross & Blue Shield Base Blue Options 3160/3161 HRA" with benefits as found in the "certificate of insurance for 2014". The cost to the employee for the 2014 contract year shall be \$0.00 for single; \$782.02 per month for family; \$151.94 per month for family with two (2) employees in family based on twelve (12) deductions. Contributions to the Healthcare Reimbursement arrangement will be made by the Employer in the following amounts: Single Coverage, \$750.00; Family Coverage, \$1500.00.~~

~~The Board shall offer as a medical insurance option a "Blue Cross & Blue Shield Alternate Blue Option 3166/3167 HRA" with benefits as found in the "certificate of insurance for 2014". The cost to the employee for the 2014 contract year shall be \$99.89 per month for single; \$965.73 per month for family; \$335.65 per month for family with two (2) employees in family based on twelve (12) deductions. Contributions to the Healthcare Reimbursement arrangement will be made by the Employer in the following amounts: Single Coverage, \$750.00; Family Coverage, \$1500.00.~~

~~For employees who do not choose one of the above options, the Board shall provide a Long Term Disability Policy with benefits as found in "certificate of insurance for 2014" at no cost to the employee.~~

~~The Board shall provide a dental plan with benefits as found in "certificate of insurance for 2014" to each employee at no cost to the employee, and make available to the employee family coverage for the same plan at a cost of \$47.41 per month; \$21.49 per month for families with two (2) employees based on twelve (12) deductions for the 2014 contract year.~~

**1. Health Insurance**

*The Board will make available to eligible employees a group health insurance program. The Board will offer one insurance plan that is no cost to the employee for employee coverage. Other insurance plans available will be offered at a cost share between the District and employee to include employee only plans and family plans.*

*a. Two-Employee Family Health Coverage - For employees covered under this plan the Board shall pay the individual employee's cost for single coverage.*

**2. Life Insurance**

*The Board will provide all employees a term life insurance policy at an amount not less than \$25,000 without cost to the employee. For those employees age seventy (70) and over the policy in effect will determine the amount of life insurance coverage.*

**3. Dental Insurance**

*The Board will make available to eligible employees a dental insurance program.*

*a. The employee individual coverage will be at no cost to the employee.*

*b. The Board will pay the individual employee cost of the family dental insurance.*

*c. Two-Employee Family Dental Coverage – For employees covered under this plan the Board shall pay the individual employee's cost for single coverage.*

*Current employees may add dependents to dental coverage at any time subject to a reduced benefit package outlined in the dental plan.*

**4. Other Deductions**

*The Board may provide voluntary payroll deductions for other programs it determines as a benefit to employees. Programs may include, but not limited to, Credit Union, Tax Shelter Annuity, Flex Plan, additional insurance plans, etc.*

**5. Health Reimbursement Management**

*The Board will provide single coverage, \$750.00 and family coverage, \$1500.00 to employees enrolled in School Board approved health insurance which will be*

*credited in the month of January. If an employee is enrolled in health insurance after January, they will receive a prorated amount.*

6. *Employees not enrolled in a School Board health insurance plan, the board shall provide a long term disability plan.*

**Salary Schedules:**

*EBD Self Contained Paraprofessionals, Paraprofessionals at Richbourg and Silver Sands  
Stipend: \$1.00 an hour*

*Transportation Assistants supplement: current \$ 0.54 an hour raise to \$1.00 an hour*

*Step and 0.5% General Improvement*

*0.5% General Improvement to Supplements and Longevity*