

Master Contract

between

School Board of Okaloosa County

and

**Okaloosa Education Staff
Professionals**

July 1, 2017 through June 30, 2020

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1 **ARTICLE 1 - PREAMBLE**

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3 The School Board of Okaloosa County, hereinafter referred to as the Board, and the ~~Okaloosa~~
4 ~~County Education Support Personnel~~, **Okaloosa Education Staff Professionals** hereinafter referred to
5 as the Association agree as follows:
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8 **ARTICLE 2 - RECOGNITION**

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10 This agreement is applicable for employees as defined in Certificate Number 657, dated December
11 6, 1984.
12

13 The designated bargaining unit includes all employees determined by the Public Employees
14 Relations Commission to be included in such unit, and not to include those who PERC has
15 determined to be excluded from such unit. ~~Reference to male employees will include female~~
16 ~~employees.~~
17

- 18 A. The Association recognizes the Board as the duly elected representative of the people and
19 agrees that other employees not represented by a bargaining agent will be the sole concern of
20 the Board and/or those respective parties. The Association agrees to negotiate only with the
21 Board through the negotiation agent or agents officially designated by the Board to act on its
22 behalf. The Association further agrees it will comply fully with all statutory requirements set
23 forth in Chapter 447, Florida Statutes, (The Collective Bargaining Law).
24
25 B. The term “employee” when used hereinafter shall refer to all members of the educational
26 ~~support personnel~~ **staff professionals** bargaining unit as defined above.
27
28 C. All rights, privileges and benefits granted to the Association in this agreement shall pertain
29 exclusively to the Association so long as it remains the certified bargaining agent.
30
31

32 **ARTICLE 3 - NEGOTIATIONS PROCEDURES**

- 33
34 A. Each party to negotiations shall select its negotiation representatives and empower them with
35 the authority to negotiate and come to tentative agreements for the purpose of submitting such
36 agreement to the members of the bargaining unit for majority ratification and to the Board for
37 its approval. It is recognized no final agreement between the parties may be executed without
38 ratification by a majority of the members of the bargaining unit, and by a majority of the
39 Board.
40
41 B. Both parties agree to meet at reasonable times and places to reach agreement in accordance
42 with Chapter 447, Florida Statutes. During the course of negotiations, the parties agree to
43 negotiate in good faith. Articles or groups of articles (packages) tentatively agreed to shall be
44 initialed by each party and dated.
45
46 C. If either party determines that the differences of position are so serious that further
47 negotiations will not produce a satisfactory agreement, then either party may invoke the
48 impasse machinery set forth in Florida Statutes. Any cost involved shall be shared equally by
49 the parties. Each party will be responsible for their own individual cost, including transcripts,

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secretarial service, etc.

- 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.
- E. Negotiating sessions will be scheduled after employee duty hours in order not to conflict with employees' assigned duties. In extraordinary circumstances, by mutual agreement of Chief Negotiators of both parties, negotiations may be conducted during employees' duty hours. When negotiations are mutually scheduled during regular working hours, official leave with pay shall be granted for the Association bargaining team.
- F. The Board and the Association understand that any public information requested by the Association will require reimbursement. The Board will charge the Association in the same manner as other outside agencies.
- G. In the event that the Board incurs a loss of funding or receives notification that a loss of funds is going to occur in an amount greater than five percent (5%) of the operational revenue before January 1 or greater than two percent (2%) of the operational revenue after January 1, then at the option of the Board, the Board and the Association shall meet and negotiate in an attempt to resolve the problem created by the loss of such revenue.

The negotiations shall begin within three (3) days after notification of the Association by the Board that said loss of revenue has occurred, or is anticipated to occur. Should agreement not be reached within twenty (20) consecutive working days, (Monday through Friday), or both the Board and Association declare impasse, whichever first occurs, then in that event, the Board shall act unilaterally to resolve any problems created by the loss of revenue.
- H. Representatives of the Board and the ~~OCESPA~~ **Association** may meet during the regular year at a time convenient to both parties for the purpose of reviewing the administration of this agreement and to resolve problems that may arise. These meetings are not intended for the purpose of negotiations or to bypass the grievance procedure.
- I. Any matter not specifically covered by this Contract but of concern to one or both of the parties may be brought up for negotiations during the Contract period if both parties agree. The Association and the Board agree to waive any and all rights to pursue through PERC, or the courts, a refusal by either party to mutually agree to open negotiations on matters not specifically covered by this Contract during the Contract period.
- 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

A. Employee Rights

- 1. The parties agree all Board employees have the right to organize, join and support, or

99 refrain from joining and supporting, the Association for the purpose of engaging in
100 negotiations and other lawful activities. The parties agree that they will not discourage,
101 deprive or coerce any employee in the enjoyment of any rights or privileges conferred by
102 this Agreement; that they will not discriminate against any employee with respect to
103 wages, hours and terms and conditions of employment by reason of membership or non-
104 membership in the Association, participation in any lawful activities of the Association,
105 or institution of any grievance under this Agreement.
106

- 107 2. The parties agree all provisions of this Agreement shall be applied without regard to
108 membership or non-membership in the Association, race, creed, color, religion, national
109 origin, age, sex or marital status.
110
- 111 3. No employee shall be prevented from wearing pins or buttons which identify membership
112 in the Association or its affiliates.
113
- 114 4. Discipline, to include but not limited to, termination, demotion, and suspension shall be
115 fair and for just cause.
116
- 117 5. Employees shall enjoy without restriction all rights and privileges of citizenship conferred
118 by the constitutions of the State of Florida and of the United States of America.
119
- 120 6. No action against an employee shall be taken on the basis of a complaint by a parent or
121 student or other individual nor shall any notice thereof be included in the employee's
122 personnel file unless the matter is first reported to the employee in writing and the
123 employee has the opportunity to respond in writing. An employee shall have the right to
124 know the name of the individual filing the complaint.
125
- 126 7. The School Board may provide legal support for employees as specified in Florida
127 Statutes Chapter 1012.26.
128
- 129 8. Employees shall not be subject to discipline under the provisions of this Agreement by
130 virtue of ~~his~~ the employee's legal exercise of religious or political activities, or the lack
131 thereof.
132
- 133 9. Administrators/Supervisors/Managers will allow an employee Association representation
134 during any conference that may effect the status of the employee.
135
- 136 10. The Administration should make the employee aware of work related complaints as soon
137 as possible but within fifteen (15) days of the time they know or should have known,
138 otherwise no reference to said incident shall be made in the future.
139
- 140 11. Employees, volunteers and persons with whom the Board contracts for services shall not
141 engage in any conduct which unreasonably interferes with the following:
142
 - 143 a. an individual's responsibilities, performance, or orderly process of work;
 - 144
 - 145 b. an individual's freedom from intimidating, coercive, abrasive, hostile, or offensive
146 working environment.
147

148 Violation of this policy will not be tolerated. (Reference School Board Policy 6-28 for more
149 information).

150
151 12. The private and personal life of any employee, including additional employment are not
152 within the appropriate concern or attention of the Board, provided that these activities do
153 not impair the employee's effectiveness and performance as an employee of the school
154 district.

155
156 13. The Board will repair or reimburse an employee the current value of any clothing or
157 other personal property damaged or destroyed as a result of assault and/or battery, during
158 the work day, or the quelling of a disturbance suffered in the course of the legal
159 performance of ~~his/her~~ **the employee's** assigned duties unless such loss covered by
160 insurance or reimbursement is attained from other sources not in excess of \$250, per year
161 per employee.

162
163 B. Association Rights

164
165 1. The Association and its members will have use of buildings. Use of equipment will be
166 granted by the Principal or Department Head. Reimbursement will not exceed that
167 charged other outside service agencies.

168
169 2. The Association shall have the right to post notices on bulletin boards designated by the
170 principal or department head. The bulletin boards shall be in an area where there is high
171 visibility for a majority of the employees. The Association shall have the right to use the
172 district courier service as long as such use is in accordance with the United States Postal
173 Services, Private Express Statutes, Section 310.3(b), and if available employee mail
174 boxes. Material disseminated through the courier service shall indicate who the material
175 is from. The Association Office shall be a regular stop on the courier route. It shall be the
176 responsibility of the Association representative to check daily at a designated place for all
177 correspondence addressed to them. Upon request each **employee** ~~ESP~~ will be provided a
178 School Board email address.

179
180 3. Members of the Association shall have the right to transact official Association business
181 on Board property during periods of time when employees are not engaged in the
182 performance of their actual duties (breaks, lunch, etc.). Authorized representatives of the
183 Association and its respective affiliates shall have the right to transact official business at
184 the job site when approved by the supervisor or during times when the employees are not
185 being compensated.

186
187 4. The Board agrees to make available to the Association in response to written request all
188 matters of public record at cost. These requests should be addressed to the Director, MIS
189 or Personnel (for employee records) following approved procedure.

190
191 5. The Association president or his designee shall be granted release time ~~up to twenty (20)~~
192 ~~days per school year~~ to attend to Association business. ~~However, of these twenty (20)~~
193 ~~days not more than fifteen (15) may be used by any one (1) individual. Additional days~~
194 ~~may be granted by the Board. Application for additional days will be made to the Chief~~
195 ~~Negotiator or the Superintendent's designee.~~ **The annual release time may not exceed**
196 **15% of the Association President's scheduled work days based on the respective payroll**

197 **calendar.** The Association president shall use the OCSD substitute system to register the
198 days and arrange for a substitute for said position, **if applicable.** The OCSD TDE form
199 **shall** be completed and forwarded to the Assistant Superintendent of Human Resources.
200 Additional days may be granted by the **School Board based on the School District**
201 **Superintendent's recommendation.** The application to request additional days **shall** be
202 **submitted** to the Chief Negotiator or the Superintendent's designee. **OESP shall**
203 **reimburse the School District at actual cost for all leave.**

- 204
- 205 6. **The Board agrees that the union shall have the option of releasing their president full time**
206 **or part time (increments of 20% at the secondary level). If the union opts to have the**
207 **president released part or full time they must notify the Superintendent or his/her**
208 **designee by June 1st of the previous year. The union agrees to reimburse the Board for the**
209 **appropriate cost of the president to include salary, social security, retirement and any**
210 **Board paid insurance contributions. At the end of the release, the individual shall be**
211 **placed in a similar position to what he or she originally held.**
- 212
- 213 7. In the event any member of the Association is elected to or selected for an office or
214 position with the Association or any of its affiliates which requires that individual's full-
215 time services, leave without pay shall be granted for the period required to fulfill that
216 responsibility. Upon return from leave, the employee shall be placed in the same or a
217 similar position to that held before such leave. Such employee shall have the right to
218 continue participation in the retirement system and insurance programs of the District.
219 The Association shall reimburse the Board for the actual cost of such participation.
- 220
- 221 8. The Board agrees the Association representative will not be discriminated against,
222 reprimanded, or harassed for investigating in a reasonable manner complaints made by
223 employees.
- 224
- 225 9. ~~The Board shall provide the Association at no cost with one (1) copy of full Board~~
226 ~~agendas including minutes from the previous Board meeting.~~
- 227
- 228 10. The Association and its individual members recognize the humanity and dignity of each
229 child and agree to not act in any way on any matter which may subject the educational
230 interest of the child to any private or professional interest.
- 231
- 232 11. The Association president or designee may be released to attend any Board meeting or
233 workshop held during the school day, provided the president or designee notifies ~~his/her~~
234 **the** principal/administrator at least one (1) day in advance of the meeting. The President
235 shall be allowed to attend emergency called meetings. The Executive Director and/or
236 President shall be allowed to speak to at least one principal/~~manager~~ **administrator**
237 meeting per year on the implementation or updates within the contract.
- 238
- 239 12. The Superintendent shall appoint members and the Association shall appoint two (2)
240 members to a school calendar committee to meet and confer in order to establish a
241 tentative recommended school calendar.
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- 243 13. The Association shall receive results of any and all surveys that reflect, concern or effect
244 working conditions or benefits of support personnel.
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246 C. Board Rights

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1. The parties to this Agreement verify that it is the right of the Board to determine, unilaterally, the purpose of each of its schools and educational programs, set standards of service to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the Board to employ and relieve its employees from duty because of the lack of work or for other legitimate reasons.
2. The parties agree that nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Florida School Laws or any other laws or regulations, including the right to manage and direct the work forces, including the right to hire, promote, suspend, discharge, and demote employees; transfer employees, assign work, including extra duties to employees; institute new and/or improve methods or changes therein; determine the size of the work force and to lay-off employees; except rights which are clearly and expressly relinquished in this Agreement.
3. The parties recognize that it is the sole right of the Board to hire all employees and to determine their qualifications.
4. The parties to this Agreement verify that officials of the Board will retain the right, in accordance with applicable laws, regulations and policies to take whatever actions may be necessary to carry out the responsibilities of the Board in situations of emergency.
5. All work presently being performed by members of the ~~OCESPA~~ **OESP** bargaining unit shall be deemed the property of the Board. The Board shall have full authority to place on contracted services any such work which they so deem to be in the best interest of the Board.
6. If an employee loses ~~his/her~~ a position with the Okaloosa County School District because of privatization, the employee shall **choose from the following**: be paid for all accrued sick leave or ~~be allowed to bank the days for future use if he/she is re-employed. The laid off employee shall choose which of the two options he/she shall receive.~~
7. Prior to the Superintendent making a formal recommendation to the School Board to contract out educational support positions to private sector companies, the Superintendent shall notify the President of the ~~union~~ **Association** at least 60 days before the School Board would vote on a contract with a specific company. Nothing in this section shall require the Superintendent or Board to act inconsistently with any State or Federal laws.
8. If an employee loses ~~his/her~~ a position because of layoffs due to lack of funds, the employee shall be paid for all accrued sick leave or be allowed to bank the days for future use if ~~he/she is~~ re-employed. Payoff shall be based on the percentages found in Article 11, section ~~9A~~ **10** (Terminal Pay).

ARTICLE 5 - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting employees

295 who are members of the Association bargaining unit. Both parties agree these proceedings
296 shall be kept as informal and confidential as may be appropriate.

297
298 B. Definitions

- 299
300 1. The term “days” when used in this article shall mean normal employee work days.
301
302 2. The term “employee” shall refer to a member of the Association bargaining unit.
303
304 3. The term “grievant” shall refer to an employee who has cause to make use of the
305 provisions of this Article.
306
307 4. A “grievance” is an alleged violation of a specific provision of this Agreement.
308
309 5. An “immediate supervisor” is the individual who directly supervises the employee’s
310 duties. The term “immediate supervisor” is the first person to whom a grievance will be
311 addressed at the informal step.
312
313 6. A “Department Head” is the individual responsible for the overall functioning of the
314 employee’s office, station or general area of responsibility.
315

316 C. General Provisions

- 317
318 1. All formal grievances must bear the signature(s) of the grievant(s).
319
320 2. In the event a grievance is being filed by employees at more than one work site, the
321 grievance must be signed by at least two (2) employees who allege that a violation has
322 occurred. In the event a grievance alleges violation of one or more of the Association’s
323 rights, the grievance shall bear the signature of the Association president or his designee.
324 Such grievances shall be filed initially at the Superintendent’s level (Level 2).
325
326 3. Grievances shall be specific and shall cite the sections of this Agreement which are
327 alleged to have been violated.
328
329 4. A synopsis of the facts giving rise to the alleged violation(s) must be included on the
330 written submission.
331
332 5. The date(s) of the alleged violation(s) must be included on the written submission.
333
334 6. The written grievance must include the specific relief being sought by the grievant.
335
336 7. When the presence of a key witness at a grievance hearing is required by either party,
337 illness or other incapacity of such witness shall be grounds for extension of the time
338 limits contained herein.
339
340 8. If hearings and/or conferences are scheduled by a representative of the Board during
341 working hours, all employees whose presence is required shall be excused from duty with
342 pay to attend.
343

- 344 9. Employees shall have the right to Association representation at all levels of this
345 procedure, including informal. In the event an employee is being represented by anyone
346 other than the Association, at any level, excluding informal, the Association shall have
347 the right to have an Association representative present for the purpose of witnessing the
348 procedure.
349
- 350 10. Any grievance which arises after the expiration date of this Agreement but prior to
351 implementation of successor agreement shall be processed under the provisions contained
352 herein.
353
- 354 11. A grievance may be deemed to have been waived unless presented to the immediate
355 supervisor in Step I within fifteen (15) working days after the event or events on which
356 the grievance is based are known or should reasonably have been known by the grievant.
357
- 358 12. Failure by the grievant or their representatives to appeal management's disposition of the
359 grievance at any level in a timely fashion will constitute waiver of the right to further
360 appeal.
361
- 362 13. The parties may upon mutual agreement waive any of the time lines contained herein.
363
- 364 14. All employees will be entitled to fair, reasonable and equitable treatment in the
365 processing of a grievance. An employee who participates or intends to participate in any
366 grievance as described herein shall not be subjected to discipline, reprimand, warning, or
367 reprisal because of such participation or intention. All documents, communications and
368 records dealing with the processing of any employee's grievance will be filed separately
369 from the employee's personnel file.
370

371 D. Initiation and Procedure (Informal)
372

373 In the event an employee believes there is a basis for a grievance, the grievant(s) shall first
374 discuss the alleged grievance with the immediate supervisor with the objective of resolving
375 the matter informally.
376

377 Step I (Formal)
378

379 If the grievant(s) has been unable to resolve the grievance informally, the grievant(s) will
380 invoke a formal grievance by filing the prescribed form (Appendix A) with ~~his/her~~ the
381 immediate supervisor and with a copy to the Association. Within five (5) work days, the
382 immediate supervisor shall meet with the grievant(s) and shall indicate ~~his/her~~ the
383 disposition of the grievance in writing and shall furnish a copy thereof to the grievant(s).
384

385 The Association may decide at any level, up to and including Step II, that the grievance lacks
386 merit. The Association will notify the grievant(s) and the principal or immediate supervisor
387 of such a decision.
388

389 Step II (Formal)
390

391 If the grievant(s) is not satisfied with the disposition of the grievance at Step I, or if no
392 decision has been rendered within ten (10) work days after presentation of the grievance, the

393 grievant(s) may file the grievance in writing with the Superintendent of Schools or ~~his/her~~
394 ~~the Superintendent's~~ designated representative and notify the Association.

395
396 The Superintendent or ~~his/her~~ ~~the Superintendent's~~ designee shall represent the
397 Administration at this level of the grievance procedure. Within ten (10) work days after
398 receipt of the written grievance by the Superintendent, the Superintendent or ~~his/her~~ ~~the~~
399 ~~Superintendent's~~ designee shall meet with the grievant(s) in an effort to resolve it. Within
400 five (5) work days from the date of the meeting as set forth above, a written decision shall be
401 rendered.

402
403 Step III (Arbitration)

404
405 If the grievant(s) is not satisfied with the disposition of the grievance by the Superintendent
406 or ~~his/her~~ ~~the Superintendent's~~ designee, or if no disposition has been made within five (5)
407 working days, the grievance may be submitted to impartial arbitration by the Association.
408 The American Arbitration Association shall be notified and an arbitrator shall be selected
409 according to its rules.

410
411 The arbitrator shall then meet with the two parties for the purpose of making a decision
412 relative to the grievance. The arbitrator's decision shall be rendered following the final
413 meeting and that decision shall be final and binding on the parties. The arbitrator shall not
414 have the power to add to, subtract from, modify or alter the terms of this Agreement. The
415 grievant, or the Association on ~~his/her~~ ~~the grievant's~~ behalf, and the Board shall share
416 equally all expenses of the arbitration.

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420 **ARTICLE 6 - PAYROLL DEDUCTIONS**

421
422 A. Any employee who is a member of the Association or who has applied for membership may
423 execute and deliver to the Personnel Office a Continuing Membership Authorization (~~MIS~~
424 ~~4043~~)(~~see Appendix B~~) authorizing deductions of membership dues in Association. Such
425 Authorization shall continue in effect as long as the Association remains the certified
426 bargaining agent for employees in this unit unless revoked upon thirty (30) days written
427 notice to the Personnel Office. Pursuant to such authorization, the Board shall deduct such
428 sums as authorized in equal monthly payments from the employee's regular salary check
429 beginning with the date of authorization. The deductions shall be remitted monthly to the
430 Association. All retroactive dues will be the responsibility of the Association. The
431 Association agrees to indemnify and hold harmless the Board for any losses or damages
432 arising from the operation of this section. It is also agreed that neither any employee nor the
433 Association shall have any claim against Board for any deductions made or not made, as the
434 case may be, unless a claim of error is made in writing to the employee within thirty (30)
435 calendar days after the date such deductions were or should have been made.

436
437 B. Upon appropriate written authorization from the employee, the Board shall deduct from the
438 salary of any employee and make appropriate remittance for any and all programs approved
439 by the Board.

440
441 C. OCEA and ~~OCESPA~~ ~~OESP~~ will share a payroll deduction slot for the purpose of having

442 premiums for Association sponsored programs payroll deducted. Authorized agents will be
443 allowed to voluntarily meet with employees as long as it does not interfere with work/duties.
444

445
446 **ARTICLE 7 - WORKING CONDITIONS**
447

448 A. Employee Work Day
449

- 450 1. Any employee who is assigned twenty (20) or more work hours per week shall be defined
451 as full-time. If, however, an employee's hours are reduced from twenty (20) or more to
452 less than twenty (20), through the implementation of Article 8 Section C of this
453 agreement, said employee shall have the right to maintain full-time status.
454
- 455 2. Any employee who is assigned less than twenty (20) work hours per week shall be
456 defined as part-time.
457
- 458 3. Seven and one-half (7 ½) hours will be the regular maximum workday for all employees.
459 ~~Included in the seven and one-half (7 ½) hours will be two (2) breaks of not less than~~
460 ~~fifteen (15) minutes each shall be included for employees who are regularly scheduled six~~
461 ~~(6) to seven and one-half (7 ½.) hours~~ A minimum thirty (30) minute duty free lunch
462 ~~break is NOT included in the seven and one-half (7 ½) hour workday. Break time~~
463 ~~relative to the above provisions will apply to employees who work six (6) or more hours~~
464 ~~per day. Employees who work four (4) to but less than six (6) hours shall receive at least~~
465 ~~one (1) break of not less than fifteen (15) minutes. A duty-free lunch break is not included~~
466 ~~in the seven and one-half (7½) hour workday. A lunch break may be scheduled by the~~
467 ~~employee, with supervisor approval, either during mid-day or at the end of their paid~~
468 ~~workday and shall become the employee's regular work schedule.~~
469
- 470
- 471 a. Employees shall have a regular work schedule. This schedule may be adjusted
472 temporarily.
473
- 474 b. The Okaloosa County School District shall not arbitrarily change an employee's
475 regular work schedule.
476
- 477 c. If it becomes necessary to permanently change an employee's regular hours, the
478 employee with the most seniority at the worksite will have first option of the shift
479 change provided there are two or more of the same job title with the same shift at the
480 site. If neither employee volunteers, language for involuntary transfer will apply. The
481 employee will be given at least thirty (30) calendar days notice, unless circumstances
482 such as the necessity of School Board approval ~~vs~~ **versus** the beginning of school
483 makes the thirty (30) day notice impractical. However, under no circumstances shall a
484 permanent change of shift occur without at least a twenty-one (21) calendar day
485 notice.
486
- 487 d. As soon as possible, Management will meet with the employee to explain the reason
488 for the change, discuss if some other alternative is more acceptable that accomplishes
489 the same objective, and/or the possibility of transfer.
490

- 491 e. If it is not possible for both parties to agree to the shift change, Management may
492 institute the shift change, but they must provide in writing the reasons requiring the
493 change of hours.
494
- 495 4. Employees shall not have their day broken up into more than two (2) separate time
496 periods. The only exceptions to this shall be field trips or when a bus driver or
497 transportation assistant voluntarily takes an extra run and knows what the schedule for
498 pay is in advance.
499
- 500 5. No bus driver or bus driver assistant shall be paid for less than four (4) hours per day.
501 Any time bus drivers spend over their four (4) hour day in activities such as attending
502 mandatory meetings, cleaning buses, being with broken down buses, gassing buses, etc.,
503 shall be compensated at the driver's regular hourly rate. Leave time shall be earned and
504 used based upon actual driving time at the beginning of the school year. For purposes of
505 record keeping these times shall not be altered (as it relates to leave) unless there is a
506 change of two (2) or more hours per day in the driver's route.
507
- 508 6. All employees work week shall be from Wednesday through Tuesday for wage and hour
509 law purposes. Employees shall have a regular work schedule. Any time worked outside of
510 that schedule shall result in additional compensation at the employee's regular hourly
511 rate; or, at the employer's discretion, compensatory time off shall be earned for the
512 additional hours worked.
- 513 a. Employees shall notify their supervisor in advance of their desire to take
514 compensatory time. Compensatory time may be denied if in the opinion of the
515 supervisor, such leave would create an undue hardship for the district.
- 516 b. Employees shall be paid at a rate of one and one-half times their regular hourly rate
517 for any work performed beyond forty hours in any given week (168 hour period) or
518 be given time off at the rate of one and one-half the amount of overtime worked.
- 519 c. Employees may not accrue more than 100 hours of compensatory time off during a
520 fiscal year.
- 521 d. Compensatory time may not be carried over to another fiscal year.
- 522 e. Employees who have not taken compensatory time earned by the end of the fiscal
523 year shall be compensated at their regular hourly rate.
524
- 525 7. In the event the School Board determines the normal five (5) day work week will be
526 compressed to a four (4) day work week, the following contractual variations shall apply:
527
- 528 a. The work week shall be Monday through Thursday. July 4 shall be a paid holiday for
529 twelve month employees.
530
- 531 b. Employees shall work during the compressed four-day work week the same number
532 of hours that they would have worked in a non-compressed five (5) day work week.
533
- 534 c. Lunch and break periods shall be granted in such a fashion as to divide the work day
535 into as near equal parts as practicable.
536
- 537 d. Employees will earn and utilize sick leave and annual leave time on the basis of each
538 day of the four-day work week equals one and one quarter (1 1/4) days of
539 employment.

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e. Schedules may be adjusted from standard schedules if individual departments (employees and department heads) request it and the Superintendent and the ~~union~~ **Association** agree.

- 8. Employees shall not be required to attend any meetings before or after the normal workday unless they are compensated with pay at their regular hourly rate or comp time.
- 9. Extra duties will be assigned equitably among all personnel in a specific job title.
- 10. Employees shall have access to computers and their district email accounts at their sites.

B. Employee Work Year

- 1. Regular full time employees' normal work year shall be:

Nurses	196 days to include 6 paid holidays
Bus drivers	187 days to include 6 paid holidays
Lunchroom worker	187 days to include 6 paid holidays
Paraprofessionals Classroom Assistant	187 days to include 6 paid holidays (Additional day to be the day before students arrive)
Media Assistant	187 days to include 6 paid holidays
Interpreters	187 days to include 6 paid holidays
9 months	186 days to include 6 paid holidays
10 months	206 days to include 6 paid holidays
12 months	254 days to include 12 paid holidays

The following will be paid holidays for all employees (*except 12 month*): Labor Day, Veterans' Day, Thanksgiving Day (and the following day), Christmas Day, and Martin Luther King Birthday. (*Note: These holidays are subject to change depending on the school calendar*)

During a year when students are not in attendance the entire week of Thanksgiving, twelve-month support personnel shall work 252 days. However, if students are in attendance, twelve-month support personnel shall work 254 days.

- 2. Job descriptions that have 10 or 12 month options for the work year shall state in the posting whether the job is for 10 or 12 months. Once the position is filled the status may not change until there is an opening and the position is advertised. However, if the current employee and the principal or department head mutually agree to change the status, the status may be changed without re-advertising or posting.

C. Tools

- 1. The Board agrees to furnish and maintain all required common-use tools, equipment, and supplies.

D. Health and Safety

- 589 1. No employee shall be discharged or disciplined for refusal to work in an unsafe or
590 hazardous situation as determined by the Board.
591
- 592 2. The Board shall reimburse employees the cost for any physical or mental examination
593 required by the Board or State for employment or continued employment. The cost of
594 certification or licensing as required by the Board or State for employment shall be paid
595 by the individual. *(Reimbursement will be \$75.00 effective January 1, 2008).*
596
- 597 3. The Board shall make every effort to provide safe working conditions at all job sites.
598
- 599 4. Employees who feel that they are being required to handle hazardous materials should be
600 made aware of the right to know law or report the specific case to the Risk Management
601 Department.
602
- 603 5. The Board will make every effort to provide first aid kits for all assigned work areas.
604
- 605 6. At the principal's direction, employees shall visually check their pre-designated area of
606 responsibility and report any suspicious items. Employees shall not be asked to conduct
607 bomb searches. If any employee has a concern about ~~his/her~~ **the designated** areas of
608 responsibility, that employee may request a conference with the principal and an ~~union~~
609 **Association** representative.
610
- 611 7. ~~Educational Support Personnel~~ **staff professionals** shall not be asked to perform any
612 medical procedure, except in case of an emergency, including ~~giving out~~ **dispensing**
613 medications unless they have been specifically trained and signed off on by the
614 appropriate authority as to their ability to perform that task. F.S. 1006.062 will be
615 conformed to. If an employee has to perform medical procedure(s) (for which they have
616 been trained) because a nurse is not present at school, ~~they~~ **the employee** will be
617 compensated an additional \$15 for 3.5 hours or less ~~and or~~ \$25 for more than 3.5 hours.
618

619 E. General
620

- 621 1. Employees that are required to attend in-service during their regular hourly duties will be
622 compensated at their regular hourly pay. If the in-service is held during non-duty hours,
623 they will be paid the currently adopted substitute hourly rate. Verification of training
624 and/or in-service courses shall be available from ~~the Staff Development Department~~
625 **Curriculum- Professional Development** where in-service records are maintained.
626
- 627 2. Present facilities (i.e., restrooms, lounges) shall be made available to all employees during
628 lunch and ~~all~~ breaks.
629
- 630 3. Telephones shall be made available for use by all employees.
631
- 632 4. In the event an employee is given an assignment outside ~~his~~ **the employee's** job
633 classification, the Board will provide whatever training is required to provide the
634 employee with the skills which the assignment requires.
635
- 636 5. All employees will be expected to perform their fair share of all work assigned.
637

- 638 6. No employee shall be permitted to work in the same area wherein ~~he/she~~ **the employee** is
639 under the supervision of ~~an member of his/her~~ immediate family **member**. Members of
640 immediate family shall be defined as spouse, father, mother, brother, sister or child.
641
- 642 7. Any employee who is required to drive their own vehicle to perform an assigned task
643 shall
644 be reimbursed the appropriate mileage. Rate of mileage reimbursement shall be
645 determined by Florida Statutes 112.061.
646
- 647 An employee who leaves their home and drives their own vehicle to an alternate work site
648 to perform an assigned task shall be paid for mileage in excess of the mileage from home
649 to regular work site.
650
- 651 An employee who drives their own vehicle from one work site to another work site to
652 perform an assigned task shall be paid for all of that mileage.
653
- 654 8. Employees required to work for non-school related functions, shall receive their
655 appropriate hourly pay from the Okaloosa County School District.
656
- 657 9. When in the case of an emergency an employee is required to return to work other than
658 their regularly assigned shift, the employee shall receive appropriate pay/comp time for
659 time worked or 2 hours of pay/comp time whichever is more.
660
- 661 10. Employees that assume the responsibilities of a supervisor, while that supervisor is on
662 leave for more than five (5) consecutive days shall be paid an additional \$2.00 per hour
663 stipend. These duties will be arranged in advance of the supervisor's leave. A form must
664 be signed by the Department Head/Principal in advance, unless not possible, due to an
665 emergency. Only one employee will be assigned the added duties by the Department
666 Head/Principal. If an employee thinks they are eligible and does not receive the stipend,
667 they may appeal to the Chief Negotiators from both sides. If the negotiators can not come
668 to an agreement, the stipend will not be paid to the employee. This provision of the
669 contract shall not be subject to the grievance procedure.
670
- 671 11. ~~Staff~~ **Professional** Development programs that are developed by the ~~union~~ Association
672 and its affiliates, may be offered to employees. All personnel will be eligible to apply.
673
- 674 12. Notations ~~for the record~~ of verbal, ~~oral or written~~ reprimands at the school/work site level
675 shall be removed and/or destroyed after a period of 3 years if no similar incidents occur
676 within that period.
677
- 678 13. **The District will provide a substitute absence management system that will be made**
679 **available to school based employees who require a substitute. If an employee that**
680 **normally does not require a substitute finds that they will need one for a long term**
681 **absence they will be added to the system.** Employees will not be required to make
682 arrangements for a substitute for themselves in the case of an emergency.
683
- 684
- 685 F. Additional Working Conditions for Bus Drivers
686

687 1. The Board through their designated representatives may assign a driver other than regular
688 employed bus drivers to drive a bus on field trips provided the driver does not receive
689 compensation from school or School Board funds for the field trips, ~~and~~ are employed by
690 the school requesting the trip and are affiliated with that sport of class.

691
692 Field trips will be assigned on a continually rotating basis among employees who are
693 employed as regular bus drivers, and the driver receives compensation from the school or
694 School Board funds for the field trip.

- 695
696 a. Baker field trips will be assigned by rotation of Baker drivers who wish to be placed
697 on the field trip list. Field trips shall be requested through Crestview bus shop.
698 b. Laurel Hill field trips will be assigned by rotation of Laurel Hill drivers who wish to
699 be placed on the field trip list. If there are not enough Laurel Hill drivers to fulfill
700 requests, drivers will be chosen from the Crestview bus shop.
701
702 c. Crestview field trips will be assigned by rotation of Crestview drivers who wish to be
703 placed on the field trip list. Field trips shall be requested through the Crestview bus
704 shop.
705
706 d. Niceville field trips will be assigned by rotation of Niceville drivers who wish to be
707 placed on the field trip list. Field trips shall be requested through the Niceville bus
708 shop.
709
710 e. Fort Walton Beach field trips will be assigned by rotation of FWB drivers who wish
711 to be placed on the field trip list. Field trips shall be requested through the FWB bus
712 shop.
713
714 f. Each respective center (Baker, Laurel Hill, Crestview, Niceville, Fort Walton Beach)
715 shall ~~keep two (2) lists of drivers: (a) 65 passenger and below and (b) mini bus list.~~
716 ~~The mini bus list shall have only mini bus list drivers~~ **have a list of all drivers taking**
717 **field trips.**
718
719 g. All mini bus field trips shall also have a transportation assistant. The only exception is
720 if when a mini bus field trip is scheduled, the principal certifies that there will be a
721 specific person on the bus other than the driver who is trained on tying down
722 wheelchairs and evacuating the bus. If that person cannot make the field trip for some
723 reason, a transportation assistant will be provided.
724
725 h. ~~Above lists~~ **The trip list** shall be posted in a prominent place for affected drivers to
726 check.
727
728 i. Refusal of a field trip shall be handled in the same manner as acceptance, and the
729 driver's name shall be moved from the top of the list and placed at the bottom.
730
731 j. A driver may not refuse a trip once accepted in order to take a better trip. Drivers
732 should honor their commitment to take field trips except in cases of emergency.
733
734 k. Compensation shall be at the regular hourly rate for all drivers except overnight field
735 trips. (See Article 7F,15C)

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1. In order to receive credit for alike experience as a bus driver you must be able to verify the job required a CDL or Chauffeur’s license; it must have been a full-time job (20+ hours per week or fringe benefits given); and you must have worked in the position one day over half a year to receive a year’s credit.
2. Bus drivers, hired after August 1, 2014, will not be assigned field trips for the first thirty (30) days of their probationary period. If they come up for a field trip it will automatically be treated as if it has been turned down with appropriate notations. The driver will be moved on the rotation list as any other driver who turns down a trip. ~~All Okaloosa County~~ **new CDL holding employees in Okaloosa County** will be held under the new thirty (30) day probationary status for driving on trips. Newly hired Florida school bus drivers with existing Florida CDL license, with “P” and “S” endorsements are exempt from probationary status for field trips.
3. Regular bus drivers who live in Destin and have routes that begin or end in Destin will be allowed to take their buses home at night. Regular drivers who live west of the Hurlburt Field gate and have routes that begin or end west of the gate will be allowed to take their buses home at night. All other drivers who operate from the Ft. Walton Beach bus shop will park their buses at the shop at night. Niceville drivers will park their buses at the shop at night. Regular bus drivers who live more than five (5) miles from the Crestview bus shop and have routes that begin or end five (5) or more miles from the Crestview bus shop will be allowed to take their buses home at night. All other drivers who operate from the Crestview bus shop will park their buses at the shop at night.
4. Any route (for both drivers and transportation assistants) that becomes vacant will be posted on a designated bulletin board at the transportation offices within five (5) working days. The transportation department will send a copy of the route to the Association at least three (3) working days prior to the route being permanently filled. Bus routes (for both drivers and transportation assistants) for the new school year will be posted six (6) working days, not to include weekends or holidays, prior to the students’ first day of school at all three bus barns. All postings shall include a route description, date of posting, and other appropriate information and shall be posted for six (6) working days. In filling the route vacancy (for both drivers and transportation assistants) the Board shall ~~first~~ in no particular order use length of continuous uninterrupted service with the Okaloosa School District, ~~then~~ evaluations (when finalized), and ~~third~~, qualifications for driving the bus ~~assigned to the route~~ or being a transportation assistant. In the event that two (2) or more drivers/assistants are equal in the above criteria, then geographic location of the driver/assistant’s residence to the bus shop shall break the tie. Any route which begins or ends in Destin, west of Hurlburt Field gate, five (5) or more miles from the Niceville bus shop and five (5) or more miles from the Crestview bus shop will be assigned by the transportation department to a driver if they live within the same area. If a driver does not live in the same area the route will be posted the same as any other route and the bus will be parked at the bus barn. All routes shall be filled by receiving driver/assistant within seven (7) working days.
 - a. All spur runs, school to school, mid-day or tutoring runs shall be posted. Consideration for filling these positions will be feasibility of accommodating the route, seniority, and least amount of hours worked in a work week. All routes

785 shall be filled by receiving driver/assistant within seven (7) working days.

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5. Principals shall notify bus drivers in writing of students assigned to their bus who have been expelled, suspended, or transferred. When it is necessary for a student to ride a bus other than ~~his~~ the students regularly assigned bus, or to be allowed to depart the bus at a stop other than ~~his~~ the students regularly assigned stop, a form from the Principal's office authorizing the change shall be given to the driver.

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6. Discipline forms shall be furnished to the bus driver and shall be used to report unruly students. A copy of this form will be given to the Director of Transportation, two (2) copies to the Principal and a copy shall be retained by the driver.

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7. Bus drivers shall report on a furnished form the first time that passengers exceed the maximum seating capacity specified by the bus manufacturer. A copy of this form will be given to the Director of Transportation, one copy to the route supervisor, and a copy shall be retained by the driver.

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8. Routes and stops will be established in a safe manner as determined by the Board.

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9. Any driver who will be absent from work shall notify the appropriate transportation office as far in advance as possible. The department shall arrange for a substitute driver.

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Drivers will make every effort to give one (1) week notice if leave time is for one (1) week or longer. Drivers will call in before 11:30 a.m. when requesting a substitute driver for that afternoon unless it is an emergency.

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10. Bus drivers are responsible for keeping the interiors of their bus clean with supplies furnished by the Board.

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11. Bus drivers will at all times operate buses in a safe, prudent, lawful and courteous manner, and will observe the principles of defensive driving.

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12. Bus drivers shall not deviate from their assigned bus routes and stops without the permission of the Director for Transportation or ~~his~~ designee except in the case of emergency.

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13. Bus drivers are to promptly notify the Transportation Department of any work related accident they may be involved in, and report such on the proper form.

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14. Bus drivers will pre-trip inspect any bus they are driving before any field trip or extra-curricular trip.

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15. Any driver, while performing extra-curricular driving, will be compensated at the designated rate of pay. Compensation will be paid in the following manner:

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a. In town or in-zone trips - paid for on duty time unless released by person in charge of the trip.

833

b. Out-of-zone trips on all out-of-zone (not to include overnight) - the driver will be paid

- 834 from the time of departure from the pick-up site until the time of return to the
835 designed site.
- 836
- 837 c. Drivers will be paid for an additional thirty (30) minutes before the trip and an
838 additional thirty (30) minutes after the trip ends
- 839
- 840 d. Overnight field trip drivers will be paid the Federal or state minimum wage,
841 whichever is greater, from the time they leave the bus barn until the time they return
842 to the bus barn.
- 843
- 844 e. On out-of-town overnight trips, the driver will be paid either per diem or for room and
845 meals.
- 846
- 847 16. Principals shall notify bus drivers in writing of any known serious health problems,
848 certain felonies or delinquent acts of students who ride their particular bus. Notification is
849 to be given as soon as possible but no longer than three (3) working days of such known
850 information.(Florida S.S. 985.04(3)(4)(a)(b)(c))
- 851
- 852 17. Bus barns will be staffed in the morning when drivers arrive for duty.
- 853
- 854 18. Bus drivers shall receive pay for an additional thirty (30) minutes daily if they are
855 currently driving the entire amount of time for which they are being paid. If they are not
856 currently driving the four (4) hours, they shall be paid for the part of thirty (30) minutes
857 that exceeds four (4) hours. If drivers do not keep their bus clean, on a consistent basis,
858 they may be subject to having their cleaning pay docked.
- 859
- 860 19. Physical dexterity testing will be administered by the director or ~~his~~—designee.
861 **Transportation assistants are also required to pass the physical dexterity test.** Dexterity
862 test will be given as needed, but ~~no earlier than~~ thirty (30) days prior to the bus physical
863 exam due date.
- 864
- 865 20. A bus driver with a health problem who is prohibited from driving temporarily due to
866 safety regulations (for example, being in a cast) shall be given at least one week of
867 employment as a bus assistant at ~~his/her~~ **the driver's** regular rate of pay, as long as ~~they~~
868 **the bus driver** can perform the responsibilities of the temporary position.
- 869
- 870 21. Employees assigned to drive mini buses will be provided training on the securing of
871 wheelchairs, harnesses, baby carriers/seats, and the electric and manual controls of the
872 lift.
- 873
- 874 22. Prior to transporting students on a school bus, each driver shall meet the following
875 requirement(s):
- 876
- 877 a. Has filed a set of fingerprints for the purpose of the required background check for
878 determining criminal record;
- 879
- 880 b. Hold a valid commercial driver license with “P” and “S” endorsement;
- 881
- 882 c. Successfully complete forty-four (44) hours of pre-service training consisting of at

883 least twenty (20) hours of classroom instruction and twelve (12) hours of behind-the-
884 wheel training. Shall observe eight (8) hours (four (4) mini bus and four (4) sixty-five
885 capacity bus) of the operation of a bus. After passing of the commercial driver's
886 license test, shall drive with a trainer with students on boards for four (4) hours;
887

888 d. Attend the eight (8) hours of in-service required each year;

889 e. Demonstrate the ability to prepare required written reports;

890 f. Be physically capable of operating the vehicle as determined by physical examination,
891 Form ESE 479, prescribed by the Commissioner and given by a physical designated
892 by the School Board and as determined by a dexterity test administered by the school
893 district.
894

895 g. Demonstrate physical and mental capabilities required to carry out all assigned
896 responsibilities as a school bus driver and transportation assistant.
897

898 23. The District shall obtain a driver's history record from the Department of Highway Safety
899 and Motor Vehicles for each regular school bus driver, substitute driver, or any other
900 individual certified to drive a school bus by the district. The schedule for reviewing these
901 records shall be:
902

903 a. Prior to initial employment;

904 b. Prior to the first day of the fall semester;

905 c. Thereafter, the district shall consistently screen driver records using the automated
906 weekly updates, ensuring proper retrieval documentation for every week, or
907

908 d. In the event a continuous weekly update is not performed as described in paragraph
909 ~~(6)~~ 23(c) of this rule, school districts will perform required driving record checks prior
910 to the first day of each semester of the regular school year, and prior to the first day of
911 summer school for any driver who will be transporting students during summer
912 school.
913

914 24. In-services dates will be made available to transportation employees at the back to school
915 meeting. Reasonable notice will be given if a date or time needs to be changed.
916

917 G. Additional Working Conditions for Skilled Trades Employees
918

919 1. The employees work day begins upon arrival at a designated time and place as determined
920 by the Board. Transportation furnished by Board vehicles will be at the discretion of the
921 Board.
922

923 2. Training will be provided to all maintenance personnel for the purpose of performing their
924 job duties. Employees who are being moved into the new job description of Site Based
925 Technician are to be the first employees trained. Safety training will be given to all
926 maintenance personnel. The parties agree to try and utilize, at a minimum, the ten (10)
927 hour training offered through OSHA. When training becomes available for the different
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932 job titles, persons will be notified as to when and where the training will take place. The
933 training will be at no cost to the employee and time off from their regular duties will be
934 allowed. If there is a new hire within the Maintenance Department, every effort will be
935 made for that person to receive the safety training as soon as possible.
936

937 H. Additional Working Conditions for Custodial Employees
938

- 939 1. Training for custodial employees will be conducted when deemed appropriate by the
940 Board.
941
- 942 2. The Board is responsible for maintaining all equipment needed in the performance of
943 custodial duties.
944

945
946 I. Additional Working Conditions for Assistants, Clerks and Secretaries
947

- 948 1. Training for teacher/library assistants will be conducted when deemed appropriate by the
949 Board.
950
- 951 2. All workshops will be advertised in a prominent location at the appropriate worksites.
952
- 953 3. In the event a substitute teacher cannot be found for a teacher the District may then ask *a*
954 ~~paraprofessional classroom assistant~~, if they wish to be considered as a substitute teacher.
955 The ~~paraprofessional classroom assistant~~ who volunteers **or is used during an emergency**
956 will be paid an additional \$35.00 per day, in addition to their regular salary. At the
957 secondary level, ~~paraprofessionals assistants~~ will be ~~reimbursed~~ **paid** \$7.00 for each
958 period they serve as a substitute.
959

960 The above provisions shall also apply to Media Assistants if they serve as the classroom
961 substitute.
962

- 963 4. Employees who are directed to work or volunteer in their job capacity for school-related
964 activities outside their normal work hours will complete the Overtime/Compensatory
965 Time Form (~~appendix C~~)(~~MIS5214~~). However, time spent voluntarily in such activities at
966 the employee's discretion and not in the employee's job capacity is not compensable.
967

968 J. Additional Working Conditions for Food Service Workers
969

- 970 1. Training for food service workers will be conducted when deemed appropriate by the
971 Board.
972
- 973 2. The Board shall provide a uniform allowance of \$7.00 per month as long as the food
974 service vendor furnishes shirts and shoes. If they stop furnishing it or if the district takes
975 over again the student lunch program, the uniform allowance will return to \$15.00 per
976 month for all food service workers required to wear uniforms. Such money shall be paid
977 in a separate check disbursed one time at the end of the school year.
978
- 979 3. Each cafeteria shall maintain a list of substitutes. Every effort will be made to provide
980 substitutes when workers are absent.

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4. Suitable means for cleaning shall be determined by the Board. No employees shall be required to take materials home to clean with their own equipment.

K. Probation and Termination

1. New employees are classified as any person entering the School District for the first time or who have resigned and returned. New employees shall be considered probationary for the first six (6) months during which time employees may be terminated without cause. Summer weeks not worked by nine or ten month employees will be excluded from the six (6) months. After an employee has been employed by the employer for more than six (6) months, termination shall be for just cause.

a. If someone is hired in a position not in the approved staffing pattern and that position is less than six (6) months, they should be given that information at the time the job is offered and will not be renewed for the following school year. However, if the employee is rehired into a position at the same worksite in the approved staffing pattern the following year with no break in service, the probationary period will follow the language in the above paragraph.

2. Positions for which the job duties are project oriented and which are funded from contracts, grants, or other sources of funds that are expected to be available only for a specified period may be designated as time limited. Employees hired in these positions should be given that information at the time the job is offered. Should the employee be hired by the district in a staffing pattern position they will keep their original hire 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~~

1030 Superintendent has made to the Board. The Superintendent, shall make said
1031 recommendation, at the next regularly scheduled Board meeting and the Board shall at
1032 that time have the right to suspend the employee with or without pay pending the
1033 formal hearing if one is so requested by the employee.
1034

1035 c. If the employee wishes to appeal the termination or intent to terminate which the
1036 employee has received from the Superintendent, the employee shall request to have a
1037 formal hearing before the Board, the employee shall notify the Board in writing
1038 within ten (10) days of the notification from the Superintendent to the employee. This
1039 notification must be in writing and addressed to the Superintendent of Schools as
1040 Secretary of the School Board. The Board shall have the right to suspend the
1041 employee with or without pay pending the formal hearing if one is so requested by the
1042 employee. Failure to so notify the Board shall constitute a waiver of the employee's
1043 right to further appeal under this procedure.
1044

1045 d. The employee or his employee's designee and the Board and its designee shall
1046 schedule a formal hearing before the Board as soon as it can be heard by all parties.
1047

1048 e. An employee opting to exercise his-the right to appeal to the Board under this
1049 procedure will not have recourse to the provision of Article 5, Grievance Procedure,
1050 of this Agreement.
1051

1052 f. In the event an employee opts to have his-the termination case heard by the Board, the
1053 decision of the Board shall be final and binding.
1054

1055 4. An employee who is absent from the workplace for three (3) or more consecutive
1056 workdays without authorized leave shall be considered to have abandoned his/her the
1057 position and resigned from the District.
1058

1059 L. Process for Submitting Job Description Changes/Upgrades
1060

1061 1. As job descriptions are updated, copies will be provided to the employee.
1062

1063 2. Job descriptions shall be written by job classification. Any new employee will receive the
1064 job description within two (2) weeks of hire. (Employee evaluation form is found in
1065 Appendix H).
1066

1067 3. If employees are required to execute performance responsibilities not specifically
1068 mentioned in the job description for a period of six (6) months, the performance
1069 responsibilities will be added to the job description.
1070

1071 4. Employees who wish to have a job description changed or reevaluated should follow the
1072 procedure below:
1073

1074 a. The employee/employees should have an informal meeting to notify with their the
1075 supervisor to inform him/her as to their plans. of the decision.
1076

1077 b. During the month of February, the employee/employees should submit to the
1078 president of the union-Association, the Superintendent of Schools, or their designees

- 1079 in writing their desire to have their job description changed or upgraded. Any
1080 supporting material should be submitted at that time.
1081
1082 c. Upon receipt the ~~union~~ Association and the administration shall each appoint three
1083 members to a committee to consider the changes. The ~~union~~ Association shall not
1084 choose a member who is in the job description to be considered. The administration
1085 shall not choose a supervisor of a department who is directly involved with that job.
1086 This shall not prevent employees or supervisors from giving input to the committee.
1087
1088 d. The committee shall consider the concerns of the individuals and shall communicate
1089 in writing their decision.
1090
1091 e. If the decision involves a change in job description or status, the committee shall
1092 communicate their findings to the chief negotiators for the ~~union~~ Association and the
1093 administration for consideration in the next round of negotiations.
1094
1095

ARTICLE 8 - REDUCTION IN FORCE/HOURS

- 1096
1097
1098 A. The Board shall have full authority to exercise a lay-off when deemed to be in the best interest
1099 of the Board.
1100
1101 B. Lay-off and Recall
1102
1103 1. A decision will be made as to the number of employees to be placed in lay-off by job title.
1104
1105 2. Prior to implementation of any reduction of jobs, the Department Head or Principal shall
1106 discuss the lay-off with the Association President or designee.
1107
1108 3. No new employee will be employed in a job title where an employee is still in lay-off if
1109 the employee in lay-off can do the work as determined by the Board.
1110
1111 4. The most senior laid-off employee will be recalled first within each job title.
1112
1113 C. Reduction in Hours
1114
1115 1. In the event of reduction of hours and the Board determines that the same number of
1116 hands are needed for a given period of time, at a given job site, other employees' work
1117 hours will be reduced based on continuous service within job title at South, Central and
1118 North sites. Prior to submitting a recommendation to the School Board regarding
1119 reduction in hours, the Department Head or Principal shall discuss the recommendation
1120 with the Association President or ~~his~~ designee.
1121
1122

ARTICLE 9 - EMPLOYEE EVALUATION

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1125 A. The purpose of employee evaluation is to support decisions concerning employee discipline,
1126 promotion and improvement. Evaluation shall be the responsibility of the Principal,
1127 Department Head or ~~his~~ designee who shall not be a member of the bargaining unit. **Employee**

1128 evaluation can be found online and appendix H.
1129

1130 Previous charges or actions that have been brought forth by the administration may be cited
1131 against the employee if these previous acts are related to the existing charge. All previous
1132 charges or actions must have been shared with the employee prior to this current action.
1133 ~~Notation for the record of verbal, oral, or written reprimands at the school/worksite level shall~~
1134 ~~be removed and/or destroyed after a period of three years, if no similar incidents occur within~~
1135 ~~that period.~~

- 1136
- 1137 1. Each employee shall receive a written evaluation ~~prior~~ between April 15th to and May 15,
1138 unless they are still in their probationary period. ~~Each employee who is in their~~
1139 ~~probationary period will be evaluated at the end of their probationary period unless they~~
1140 ~~are released.~~
 - 1141
 - 1142 2. Such written evaluation shall note the employee's strengths, weaknesses (if any) and
1143 specific areas needing improvement (if any).
1144
 - 1145 3. No employee shall receive "*Does not meet expectations*" on an evaluation unless a
1146 success plan has been given to him/her ~~the employee~~ and implemented by March 15th. If
1147 an evaluator notes a weakness, they will fill out a success plan. If the success plan is
1148 completed satisfactorily, an evaluator may give the evaluatee a "*Meets Expectation*" on
1149 the evaluation and destroy the success plan.
1150
 - 1151 4. Employees shall acknowledge receipt of their written evaluation by signing at the bottom.
1152 Such signature does not necessarily indicate agreement with the content of the evaluation,
1153 but merely indicates receipt. No employee shall be required to sign an incomplete or
1154 blank evaluation.
1155
 - 1156 5. If the employee does not agree with any portion of the evaluation report given to him, he
1157 shall have the right to a conference with the evaluator and to attach a written response to
1158 the evaluation report within ten work days of receipt.
1159

1160 B. Personnel Records
1161

- 1162 1. Personnel records are property of the Board. An employee shall have the right to review
1163 ~~his~~ ~~the personnel~~ file and have copies made of any documents contained in the file. The
1164 employee will reimburse the Board for such cost.
1165
- 1166 2. ~~There shall not be more than two (2) personnel files maintained for each employee.~~ Each
1167 ~~personnel~~ file shall be available for the employee's inspection. The official file will be
1168 maintained at the District Personnel Office. ~~In the event two (2) such files are~~
1169 ~~maintained, one shall be kept in the principal's or director's office at the school or other~~
1170 ~~location where the employee is then employed.~~ No item from an anonymous source may
1171 be placed in the personnel files.
1172
- 1173 3. The Board and the Association shall abide by Florida Statutes ~~1012.34 and~~ 1012.31
1174 relative to Personnel Files.
1175
- 1176 4. Letters of reprimand, letters of complaints from any source, or other items detrimental to

1177 an employee's employment status, shall not be placed into an employee's personnel file
1178 until the employee has had an opportunity to read and sign the item.

- 1179
1180 5. Personnel files and letters of reprimand: At the request of an employee, written
1181 reprimands, material of a derogatory nature or complaints in an employee's personnel file
1182 may be appended with the notice that the material is no longer relevant for disciplinary
1183 purposes, provided there has not been a recent incident of similar problem or complaint.
1184

1185
1186 **ARTICLE 10 - TRANSFERS, REASSIGNMENT AND VACANCIES**
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- 1188 A. Vacancies defined - Vacancies shall be defined as any full-time (four hours or more)
1189 bargaining unit position to be filled.
1190

- 1191 1. All known vacancies shall be posted by the District on the OASIS Applicant tracking
1192 system on www.okaloosaschools.com. The notices shall include the job title, work site,
1193 department and contact person.
1194
1195 2. Employees will have three (3) working days in which to apply prior to filling of any
1196 vacancies.
1197
1198 3. Summer positions shall be filled with preference to employees already in that specific job
1199 title. If no one from that job title wishes to be considered, then other employees shall be
1200 considered.
1201

- 1202 B. Definitions: A transfer is movement of an employee from one work site to another.
1203 Reassignment is the change of an employee's regular assigned duties or a major change in
1204 responsibility. This may or may not entail a transfer between work sites.
1205

- 1206 1. Voluntary transfers and reassignments shall be accomplished in the following manner:
1207
1208 a. Employees desiring a transfer or reassignment to any of the posted positions shall
1209 send a completed transfer/reassignment request to the contact person listed on the
1210 posting.
1211
1212 b. The department head or principal will review all applicants' transfer/reassignment
1213 request and contact those he wishes to interview. The department head or principal
1214 ~~will date and initial applications of those who wish to be transferred/reassigned~~
1215 ~~indicating that the transfer has been considered~~ **will mark a selection for all transfers**
1216 **in OASIS.**
1217
1218 c. If the department head or principal makes ~~his~~-**the** selection from current employees,
1219 the following criteria will apply:
1220
1221 1) length of continuous, uninterrupted service within the district,
1222
1223 2) evaluations,
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1225 3) specialty experience,

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- 4) job requirements
 - 5) department head or principal's acceptance of the applicant.
 - d. Employees who are voluntarily transferred/reassigned shall retain all experience credit for salary purposes, and all seniority rights.
 - e. If the department head or principal does not choose from among current employees, ~~he~~ **the department head or principal** may then consider and select a new applicant.
2. Involuntary transfers/reassignments shall be accomplished in the following manner:
- a. No employee shall be involuntarily transferred until management has first given all qualified employees the opportunity to transfer voluntarily except in cases where Management determines that it is in the best interest of all parties concerned that a unilateral transfer be made. In those cases, the Assistant Superintendent of Human Resources shall review the circumstances which require an involuntary transfer. If the transfer becomes necessary, a meeting will be held with the employee. The employee will be entitled to ~~union~~ **Association** representation and may request, in writing, the reason for the transfer.
 - b. When the Board determines that an involuntary transfer is necessary, an employee's (1) job title (2) length of continuous service with the system and (3) evaluation reports of service in the Okaloosa County School System will be considered in determining which employees are to be transferred. In cases where the problem calling for the transfer cannot be resolved because of the limits of the above criteria, a unilateral transfer may be made by the Board. Full justification will be furnished the employee involved and become a matter of record.
 - c. Before an involuntary transfer is made, a meeting shall be held between the Administrator/Principal and the employee to discuss the need for the transfer.
 - d. The Step 1 grievance time lines shall be waived regarding alleged violations of this Article.

ARTICLE 11 - LEAVES

Leave is permission granted in advance by the Board, for an employee to be absent from ~~his duties~~ **work** for a specific period of time with the right of returning to employment upon expiration of the leave as outlined under this Agreement. An application must make clear an acceptable purpose (except personal leave with pay) for which the leave will be used before approval will be granted. Leave must be officially granted in advance and may not be granted retroactively.

Sick leave and personal leave for verified emergency purposes as defined in this Agreement are considered to be granted in advance if the employee properly notifies ~~his~~ **the** supervisor and submits a completed request form to the proper authority promptly on the day of return to work.

1275 All requests for leave must be signed by the employee, recommended by appropriate supervisor(s)
1276 and approved by the Superintendent under the authority granted by the School Board.

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1279 A. Leave With Pay

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1281 The following leaves with pay shall be granted by the Board under the conditions outlined in
1282 this Agreement:

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1. Sick Leave

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a. Full-time employees and regular part-time employees shall earn sick leave at the rate of one (1) day per month for each month of employment, accrued at the rate of one (1) day per monthly pay period. There is no limit to the number of days of sick leave that can be accumulated. ~~Effective November 29, 2006,~~ sick leave shall be taken in hourly increments.

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b. Sick leave may be used only when necessary, and the employee is unable to perform ~~his~~ duties because of personal medical reason, ~~i.e., illness, injury, pregnancy, maternity;~~ or because of illness ~~or death of father, mother, brother, sister, spouse, child or~~ of a close relative, or member of ~~his~~ the employee's own household (any individual whose legal residence is the same as the person requesting leave). The employee shall notify ~~his~~ the supervisor as much before the beginning of ~~his~~ the regular work day as possible. Sick leave may be taken by the hour in cases of emergency or in situations where substitutes are not required.

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c. On the day of return to work, the employee shall file a written leave request to ~~his~~ the immediate supervisor, which will set forth the days absent, and the reason(s) for such absence.

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d. In the event an employee is out sick for over five (5) consecutive days, the Board may request a physician's statement verifying the employee's condition. In such a case, the Board will not pay the cost of a visit by the employee to ~~his personal~~ any physician.

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e. Support Personnel in the summer program shall be entitled to one and one-half (1 ½) sick leave days at the rate of one (1) sick day of sick leave for twenty (20) work days. If such leave is not used during the summer program, the unused summer school leave shall be paid to the employee at the end of the session based on the Summer School Salary Schedule.

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f. An employee may authorize the use of ~~his/her~~ sick leave by a spouse, child, parent, or sibling who is also a School Board employee. The following restrictions apply:

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1) The recipient may not use the donated leave until all of ~~his/her~~ recipient's sick leave has been exhausted, including sick leave from a sick leave pool if the recipient participates in a sick leave pool.

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1323

2) Donated sick leave has no terminal pay value.

- 1324 3) The donor may not draw sick leave from a sick leave pool until ~~he/she~~ **the donor**
1325 has used unpaid leave for the number of donated days.
- 1326
- 1327 2. Military Leave
- 1328
- 1329 a. An employee in the National Guard or active reserve who participates in required
1330 military training shall be entitled up to seventeen (17) days paid leave annually. Such
1331 leave may be used only for the purpose of participating in required annual military
1332 training.
- 1333
- 1334 b. An employee granted military leave for extended active duty shall, upon completion of
1335 the tour of duty, be returned to employment without prejudice provided an application
1336 for re-employment is filed within six (6) months following the date of discharge.
- 1337
- 1338 c. Following the receipt of the application for re-employment, the School Board shall
1339 reassign the employee to duty in the school system as soon as possible. Under no
1340 circumstances shall the reassignment occur more than six (6) months after the
1341 application for re-employment.
- 1342
- 1343 3. Jury Duty/Witness Leave
- 1344
- 1345 a. An employee who is required to serve as a juror or subpoenaed to appear as a witness
1346 during regular working hours shall be granted paid leave upon proper documentation
1347 and application. Parties to a civil act or charged with a criminal violation will not be
1348 covered under this provision.
- 1349
- 1350 4. Personal Leave
- 1351
- 1352 a. An employee shall be entitled to six (6) days of personal leave with pay each year.
1353 Such leave shall be for personal reasons and shall be used entirely at the employee's
1354 discretion. Such leave will be deducted from the employee's accrued sick leave and is
1355 not cumulative from year to year.
- 1356
- 1357 5. Professional Leave
- 1358
- 1359 a. ~~The Superintendent, after receiving from the Association a list of certified delegates,~~
1360 ~~shall grant to each Association delegate, two (2) leave days with pay for the purpose~~
1361 ~~of attending the FEA-NEA annual convention. The Association shall have the right to~~
1362 ~~send delegates to the Florida Education Association Delegate Assembly. In addition,~~
1363 ~~the Association may authorize member participants to attend Association conferences,~~
1364 ~~trainings and/or meetings. The total number of delegates authorized to attend will not~~
1365 ~~exceed five percent (5%) of the Association membership. The delegates or member~~
1366 ~~participants shall use the OCS D substitute system to register the days and arrange for~~
1367 ~~a substitute for said position, if applicable. The OCS D TDE form shall be completed~~
1368 ~~and forwarded to the Assistant Superintendent of Human Resources. OESP shall~~
1369 ~~reimburse the School District at actual cost for all leave.~~
- 1370
- 1371 6. Annual Leave
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- a. Annual leave earned each month shall accrue at the close of that month. Annual leave shall accrue up to a maximum of 500 hours if earned.
 - b. Full-time employees who are employed on a twelve (12) month basis shall accrue annual leave as follows:
 - 1) An employee with less than five (5) years continuous service in the district at the rate of one (1) day per month for each month of full-time employment.
 - 2) An employee with five (5) years or more of continuous service in the district at the rate of one and one-quarter (1 ¼) days per month for each month of full-time employment.
 - 3) An employee with ten (10) years or more of continuous service in the district at the rate of one and one-half (1 ½) days per month of full-time employment.
 - 4) An employee with fifteen (15) years or more continuous service in the district at the rate of one and three-quarters (1 ¾) days per month of full-time employment.
 - c. Annual leave may be approved by the hour in cases of emergency or where no substitute is required.
 - d. In the event that the employee's request for annual leave is denied and such denial would cause the employee to lose accumulated leave then the Board shall allow the employee to exceed the maximum allowable accrual or the Board shall reimburse the employee ~~his/her salary times the number of days accrual to be lost.~~ **the number of days accrual to be lost times the employee's salary.**
 - e. Upon retirement or termination for any reason an employee is entitled to full payment at their current daily rate for any unused accumulated leave.
7. Temporary Duty Elsewhere (TDE)
- a. When employees are assigned to be temporarily absent from their regular duties and place of employment, such employee shall be compensated at the regular and/or overtime rates of pay set forth in this agreement. The Board will determine when the employee is on duty. The Fair Labor Standards Act provisions will be followed in making such determination.
 - b. Employees assigned to school activities during the regular working hours shall be assigned TDE.
 - 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.
 - c. Bus drivers who are being paid for making field trips during their regular working

1422 hours shall be placed on TDE without pay.

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- d. Employees who are parents or guardians of children attending a Public School may have up to one-half (1/2) day TDE per year to attend their children's school events or parent conferences. Absences must be coordinated with the employee's principal or supervisor to ensure that work duties can be covered. The employee will submit proof of attendance at the activity or conference just as for any other TDE. Such leave shall not be for taking field trips with their child or attending field days.

8. Temporary Absences

- a. An employee may be released up to 1.5 hours on an occasional/emergency basis for medical appointments or other emergencies. Employees may include lunch or break time to extend the 1.5 hours **only if** the time gone encompasses regular lunch time or break time.
- b. Employees must sign out to fulfill this requirement and records of these temporary absences must be maintained, showing the number of absences involved.

9. Illness-In-Line-of-Duty

- a. Any member of the educational ~~support~~ staff **professionals** shall be entitled to illness-in-line-of-duty leave when ~~he~~ **the employee** has to be absent from ~~his duties~~ **work** because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in the execution of ~~his~~ **employee's** work at the worksite.

b. Illness-In-Line-of-Duty (Certification)

Requests for illness-in-line-of-duty resulting from contraction of contagious disease in school shall require a physician's statement, attached to the leave request from the principal, certifying that the employee making the request was in contact with the disease within the incubation period.

c. Illness-In-Line-of-Duty (Claims)

Any member of the educational ~~support~~ staff **professionals** who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall file a claim in a manner prescribed in **Florida Statute** 1012.63, by the end of each month during which such absence has occurred. The Board shall approve such claims and authorize the payment thereof; provided that the Board shall satisfy itself that the claim correctly states the facts and that the claim is entitled to payment in accordance with the provisions of this section.

d. Illness-In-Line-of-Duty (Duration of Leave and Compensation)

Leave for any such member of the educational ~~support~~ staff **professionals** shall be authorized for a total not to exceed ten (10) working days during any fiscal year for illness contracted, or injury incurred from such causes as prescribed above. However,

1471 in the case of sickness or injury occurring under such circumstances as the opinion of
1472 the Board warrants it, additional emergency sick leave may be granted out of local
1473 funds for such term and under such conditions as the Board shall deem proper.
1474

1475 10. Terminal Pay
1476

- 1477 a. Employees shall be entitled to terminal pay for unused sick leave days at the time of
1478 termination of employment for retirement. Such benefits shall be paid to their
1479 beneficiaries if service is terminated by death. A cash payment for unused sick leave
1480 days as follows:
1481
- 1482 b. During the first three (3) years of service, the daily rate of pay multiplied by thirty-
1483 five percent (35%) times the number of days of accumulated sick leave.
1484
- 1485 c. During the next three (3) years of service, the daily rate of pay multiplied by forty
1486 percent (40%) times the number of days of accumulated sick leave.
1487
- 1488 d. During the next (3) years of service, the daily rate of pay multiplied by forty-five
1489 percent (45%) times the number of days accumulated sick leave.
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- 1491 e. During the next three (3) years of service, the daily rate of pay multiplied by fifty
1492 percent (50%) times the number of days of accumulated sick leave.
1493
- 1494 f. During and after the thirteenth(13th) year of service an employee will receive 100% of
1495 accumulated sick leave pay if they retire before or at the end of the year in which they
1496 reach normal retirement.
1497

1498 Normal retirement is defined as not having a reduction in benefits. (When employees
1499 are paid terminal pay, also refer to BENCOR reference in Article 11; ~~number 12~~
1500 ~~below~~).
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1502 11. Domestic Violence Leave
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- 1504 a. An employee may request and take up to three (3) working days of leave from work in
1505 any 12-month period if the employee or a family or household member of an
1506 employee is the victim of domestic violence. The first incident of requesting Domestic
1507 Violence Leave shall be paid leave. For the remaining time the employee is with the
1508 District, all other incidents of requesting Domestic Violence Leave shall be unpaid.
1509
- 1510 b. This section applies if an employee uses the leave from work to:
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- 1512 1) Seek an injunction for protection against domestic violence or an injunction for
1513 protection in cases of repeat violence, dating violence, or sexual violence;
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- 1515 2) Obtain medical care or mental health counseling, or both, for the employee or a
1516 family or household member to address physical or psychological injuries
1517 resulting from the act of domestic violence;
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- 1519 3) Obtain services from a victim services organization, including, but not limited to,

- 1520 a domestic violence shelter or program or a rape crisis center as a result of the act
1521 of domestic violence;
- 1522
- 1523 4) Make the employee's home secure from the perpetrator of the domestic violence
1524 or to seek new housing to escape the perpetrator; or
- 1525
- 1526 5) Seek legal assistance in addressing issues arising for the act of domestic violence
1527 or to attend and prepare for court-related proceedings arising from the act of
1528 domestic violence.
- 1529
- 1530 c. Except in cases of imminent danger to the health or safety of the employee, or to the
1531 health or safety of a family or household member, an employee seeking leave from
1532 work under this policy must provide ~~to his or her~~ the immediate supervisor
1533 appropriate advance notice of the leave as required by the Board's policy along with
1534 sufficient documentation of the act of domestic violence as required by the Board.
- 1535
- 1536 d. An employee seeking leave under this policy must, before receiving the leave, exhaust
1537 all annual or vacation leave, personal leave, and sick leave, if applicable, that is
1538 available to the employee.
- 1539

1540 12. Bereavement Leave

1541

1542 Any employee who suffers the death of an immediate family member will be granted
1543 bereavement leave in the following manner:

1544

- 1545 a. All full-time employees will be credited with paid bereavement leave in the event of
1546 a death in their immediate family. Immediate family is defined as a spouse, parent,
1547 sibling, child, grandparent, grandchild, or their current in-law or step-relative
1548 counterparts.
- 1549
- 1550 b. Employee will be credited with paid bereavement leave on a fiscal year basis.
1551 Bereavement leave must be taken within two (2) weeks of the loss or burial and is
1552 not cumulative. Employees will not be paid bereavement for days not scheduled
1553 to work. Employees are required to attach a copy of the obituary or other
1554 satisfactory document to the leave request form.
- 1555
- 1556 c. If the funeral is to be held within 250 miles of the employee's home - the
1557 employee shall be allowed to utilize a maximum of three (3) days of bereavement
1558 leave.
- 1559
- 1560 d. If the funeral is to be held more than 250 miles from the employee's home - the
1561 employee shall be allowed to utilize a maximum of five (5) days of bereavement
1562 leave.
- 1563
- 1564 e. The use of bereavement leave does not prevent the employee from taking additional
1565 sick leave or unpaid leave.
- 1566
- 1567 f. Bereavement leave may not be used more than twice during a fiscal year.
- 1568

- 1569 13. Emergency Natural Disaster Personal Leave
- 1570 a. When schools are reopened following a natural disaster, employees are eligible to
- 1571 apply for emergency natural disaster personal leave with pay when they can
- 1572 substantiate any one of the following conditions:
- 1573 1) They were unable to return to work because they evacuated the area;
- 1574 2) They suffered damage to their residence;
- 1575 3) They were requested to participate in relief efforts and are recommended for
- 1576 leave by their supervisor;
- 1577 4) There were other natural disaster-related circumstances which are documented
- 1578 and they are recommended for leave by their supervisor.
- 1579 b. The requests must be approved and recommended by the Superintendent or designee.
- 1580 In no event shall such leave exceed five (5) days. Emergency natural disaster
- 1581 personal leave when granted shall not be deducted from the employee’s sick leave.
- 1582
- 1583 B. Leave Without Pay
- 1584
- 1585 1. Medical and Family Leave
- 1586
- 1587 a. The Board may approve request for unpaid leave for up to one (1) year due to illness,
- 1588 disability, accident and **parental** child rearing **for the first year after birth/adoption**.
- 1589 The Board shall comply with the “Family and Medical Leave Act” provided an
- 1590 application for such benefits is received with the request for leave and the employee
- 1591 qualifies for such leave.
- 1592
- 1593 Provisions of the Family and Medical Leave Act provide for up to twelve (12) weeks
- 1594 of paid health benefits for some employees under certain conditions.
- 1595
- 1596 b. The Board will comply with the Family and Medical Leave Act of 1993. The Family
- 1597 and Medical Leave Act entitles an “eligible employee” to take up to a total of 12
- 1598 work weeks of unpaid leave during any 12-month period for the birth of a child and
- 1599 to care for such child, for the placement of a child for adoption or foster care, to care
- 1600 for a spouse or an immediate family member with a serious health condition, or when
- 1601 he or she is unable to work because of a serious health condition. To be eligible for
- 1602 leave, an employee must have worked for the District for at least 12 months and for
- 1603 at least 1,250 hours during the 12-month period preceding the commencement of the
- 1604 leave. Employee benefits shall not be diminished due to compliance with the Family
- 1605 and Medical Leave Act. Family Medical Leave does include unpaid days taken under
- 1606 Parental/Maternity or Absence due to illness.
- 1607
- 1608 1) FMLA can be used in conjunction with paid sick leave after paid sick leave is
- 1609 exhausted.
- 1610
- 1611 2) FMLA can be used in conjunction with unpaid leave at the onset of the leave
- 1612 period.

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3) FMLA can be used in conjunction with parental leave. This language should not be construed to prevent employees from current option of retaining paid leave days while utilizing parental leave.

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

~~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.~~

4. Political Leave

The Board shall grant a maximum of four (4) years unpaid leave when such leave is for the purpose of running for or holding elected political office. Employees will reapply if additional leave is necessary.

5. Military

Employees drafted into full-time military service shall be granted leave without pay for the period of required military service. Military orders must be presented with the leave request.

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~~6. Changing Leave Status~~

~~Employees on unpaid leave shall not be able to change their status to paid leave without first coming back to work. This section shall have no impact on an employee's ability to be eligible to draw days from the sick leave pool.~~

~~-7. 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.—~~

- C. Bargaining unit employees may formally resign a maximum of three (3) years in advance for purposes of retirement. Employees who choose the maximum of three (3) years may be paid up to thirty-three and one-third percent (33 1/3%) of their current accumulated sick leave during the first year of their resignation. During the second year of their resignation they may be paid up to one-half (1/2) of their remaining accumulated sick leave. At the end of the third and final year of employment they will be paid the balance of their accumulated sick leave.

An employee who selects to use the above benefit will not be eligible to use the sick leave pool until, 1) all of his/her **the employee's** sick leave and annual leave have been depleted and, 2) the employee has been on leave without pay for the number of days equal to the number of sick leave days for which he/she **the employee** has been paid according to this policy.

Normal retirement is defined as being able to retire without having any reductions in benefits.

July 1 shall be considered the point of determination regarding penalty for exceeding normal retirement (i.e., 62nd birthday on June 30, less than 30 years service, not eligible for benefit if employment continues after July 1).

All payments for accumulated sick leave will be paid at the employee's current daily rate.

Members of the bargaining unit will participate in the program offered by BENCOR to shelter payoffs for annual leave, sick leave and retirement bonuses from FICA taxes and income taxes to the extent permitted by law.

Should an employee wish to transfer funds from BENCOR within thirty (30) days of leaving the system, the District will pay for any administrative fees. In addition, the District agrees that if the employee chooses to transfer funds from BENCOR within thirty (30) days of leaving the system, the District will pay any penalty that is charged because of early withdrawal. Such penalty shall not exceed the 7.5% that would have been paid to FICA. The District will reimburse the employee for any penalty that exceeds the 7.5%. (Payment for annual leave because an employee is changing to a ten-month position from a twelve-month position shall not be part of this agreement).

Regarding BENCOR contributions, retiring employees and DROP participants who have a leave or pay-off payment of \$500 or less are not eligible to participate in the 401(a) BENCOR.

ARTICLE 12 - SICK LEAVE POOL

- 1711
1712 A. A sick leave pool shall be established for use by participating full-time employees.
1713
1714 B. Participation in the sick leave pool shall be voluntary on the part of each full-time employee.
1715
1716 C. All full-time employees shall be eligible for participation in the sick leave pool after one (1)
1717 year of employment by the Okaloosa County School Board provided said employee has
1718 accumulated a minimum of twelve (12) days accrued sick leave.
1719
1720 D. Any sick leave pooled pursuant to this Article shall be removed from the accumulated sick
1721 leave balance of the employee donating such leave and shall not be available to the donating
1722 employee as sick leave.
1723
1724 E. Any sick leave time drawn from the pool by the participating employee must be used for the
1725 employee's personal catastrophic illness, accident or injury.
1726
1727 F. Each participating employee shall contribute one (1) day of sick leave in the first month of
1728 eligibility. No other sick leave contribution will be required, except that each participating
1729 employee shall be required to contribute an additional day of accrued sick leave if the sick
1730 leave pool balance has been reduced below one (1) day for each two (2) participating
1731 employees. In the event a member does not have any days at the time of request for an
1732 additional day, they shall contribute the next day they earn to the sick leave pool.
1733
1734 1. Employees shall be eligible to join the sick leave pool during the first twenty (20) school
1735 days of each school year.
1736
1737 2. The employee who cancels ~~his~~ membership in the sick leave pool shall not be eligible to
1738 withdraw the days of sick leave ~~he~~ **the employee** has contributed to the pool.
1739
1740 G. A participating employee shall not be eligible to use sick leave days from the pool until all of
1741 ~~his~~ **the employee's** sick leave has been depleted. An employee so situated shall be eligible to
1742 use up to a maximum of sixty (60) days, in 20 day increments, from the pool within a twelve-
1743 month period and only for approved absences of five continuous workdays or more.
1744
1745 H. A participating employee who is eligible to use sick leave days from the pool shall not be
1746 required to re-contribute such days, except as a regular contributing member.
1747
1748 I. An employee who transfers into another school district within the state shall not be eligible to
1749 have sick leave days from the pool transferred to that district's sick leave pool.
1750
1751 J. Abuse of the use of the sick leave pool may be investigated and on a finding of wrongdoing,
1752 the employee may be required to repay any or all of the employee's sick leave credits drawn
1753 from the sick leave pool at the employee's regular daily rate of pay. Rules adopted for the
1754 administration of this program shall provide for the investigation of the use of sick leave.
1755
1756 K. A sick leave pool committee selected by the Association shall approve or disapprove all
1757 requests for withdrawal and shall formulate any additional administrative guidelines as it shall
1758 deem necessary. Approval or disapproval is based upon qualifications as set forth in ~~OCESPA~~
1759 **OESP** sick leave pool policy.

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ARTICLE 13 - COMPENSATION

A. Salary Schedules

The salary of each employee covered by this Agreement is set forth in Appendix D which is attached hereto and made a part hereof.

B. General Provisions

1. Salary Schedules will be in the Appendices of the Agreement.
2. Job Code and Pay Grade Assignment is ~~in the~~ Appendix E.
3. Paychecks shall be distributed with the same regularity as presently exists with the following exceptions. Employees who would normally receive less than twelve (12) regular monthly paychecks shall be issued a paycheck on the last working day in August if they have performed work prior to the end of the twelve month hourly August payroll period. Employees' insurance contributions shall not be taken from this special August paycheck.
4. Employees shall be properly placed on schedule for Okaloosa County experience.
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 1st 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.**
6. An employee who would be eligible to retire under an existing state retirement system and has been credited with six (6) years of experience earned in Okaloosa Public Schools shall have ten (10) percent of ~~his~~ **the employees** annual salary, excluding supplements, added to ~~his~~ **the employees** annual salary provided that ~~he~~ **the employee** completes the necessary procedures through the Personnel Services Department. The retirement incentive will not be paid to any employee if ~~he~~ **the employee** continues ~~his~~ employment beyond June 30 of the year after ~~he~~ **the employee** reaches ~~his~~ first eligibility for normal retirement benefits.
7. Employees who have completed eighteen (18) or more years of experience recognized by the Okaloosa County School Board shall be eligible for a longevity stipend. ~~The amount for twelve month full time employees shall be \$240 per month. The amount for hourly employees shall be \$1.47 per hour.~~ **Refer to Educational Staff Professionals Salary**

1809 **Schedule**

1810
1811 8. The method for converting monthly salary to hourly salary shall be monthly salary divided
1812 by 155.

1813
1814 9. Shift Differential

1815
1816 a. Any full time or part-time employee whose regularly assigned shift ends between 8:00
1817 pm – 9:59 pm shall receive a shift differential of thirty cents (\$.30) per hour for all
1818 hours worked.

1819
1820 b. Any full time or part-time employee whose regularly assigned shift ends at 10:00 pm
1821 or later shall receive a shift differential of fifty cents (\$.50) per hour for all hours
1822 worked.

1823
1824 10. Transportation Assistants will receive other compensation at their current hourly wage to
1825 attend the back to school meeting.

1826
1827 11. Employees that proctor or administer state assessments will be paid \$5 per hour in addition
1828 to their normal wage. Support professionals will not be required to administer ~~DEA~~ **MAP**
1829 without a teacher present. Proctoring should be rotated equally among all qualified
1830 support staff that do not require coverage.

1831
1832
1833 12. School Food Service Employees

1834
1835 Pay for food service courses will be paid at the rate of \$.08 per hour for each course. A
1836 maximum of six (6) courses will be allowed for pay purposes. Being a certified food
1837 service worker qualifies as a “course”. If a food service worker uses this as one of ~~her~~
1838 their courses, then ~~she~~ they may receive a maximum of seven (7) courses for pay
1839 purposes.

1840
1841 Certified food service workers shall receive a \$100 supplement at the end of the school
1842 year. Proof of certification shall be submitted on a yearly basis to the Program Director of
1843 Food Service.

1844
1845 13. Maintenance Department Employees

1846
1847 a. A supplement will be paid to employees in the following job titles who have obtained
1848 and posses a current license in the following field(s).

- 1849
1850 047100 Welder I
1851 047300 Carpenter I
1852 047400 Electrician I
1853 047500 Plumber I
1854 047600 Air Condition & Refrigeration I

1855
1856 The supplement will be \$50 per month for local or state registration and \$25 additional
1857 per month (a maximum of \$75) for state certification in the specific area of job

- 1858 classification.
- 1859
- 1860 b. Employees who are required to have certification for swimming pools because there
- 1861 exists a swimming pool on campus/site, should be paid \$50 per month.
- 1862
- 1863 SP828 Swimming Pool Technician
- 1864
- 1865 c. No additional fee will be paid for residential or journeyman licenses.
- 1866
- 1867 d. To continue receiving the supplement, the registration or certification must be renewed
- 1868 upon expiration. It is up to the employee to provide the county with current
- 1869 verification.
- 1870
- 1871 e. Employees may be employed in or moved to the classification listed below when they
- 1872 have five (5) years related experience or an AA degree in their field from a two-year
- 1873 accredited institution. Job experience will be allowed only when it coincides with the
- 1874 performance responsibilities of the following job classification:
- 1875
- 1876 047100 Welder I
- 1877 047300 Carpenter I
- 1878 047400 Electrician I
- 1879 047500 Plumber I
- 1880 047600 Air Condition & Refrigeration I
- 1881
- 1882 f. An employee who receives a certificate of completion from an accredited vocational
- 1883 school will be allowed two (2) years experience for pay purposes in job classifications
- 1884 4712, 4732, 4742, 4752, and 4764.
- 1885
- 1886 If years of work experience and vocational accreditation are combined, the number of
- 1887 years shall not exceed five (5).
- 1888
- 1889 14. Transportation Employees
- 1890
- 1891 a. A supplement will be paid to employees in the following job classification who
- 1892 successfully complete the requirements for the Vehicle Service Technician or Master
- 1893 Repair Technician.
- 1894
- 1895 046100 Mechanic I
- 1896
- 1897 b. The Vehicle Service Technician Test and Master Repair Technician Test shall replace
- 1898 the ASE tests as those certifications expire. The supplement for Vehicle Service
- 1899 Technician will be \$100.00 per month. The supplement for the Master Repair Technician
- 1900 Test will be \$200.00 per month.
- 1901 c. **The supplement for Bus Inspectors will be \$100.00 per month.**
- 1902
- 1903 d. The total amount of money an employee would be eligible for in supplements shall not
- 1904 exceed \$200.00 per month.
- 1905
- 1906 e. To continue receiving the supplement, the certification must be renewed upon

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expiration. It is up to the employee to provide the county with current verification.

f. Employees may be employed in or moved to the classification listed below when they have five (5) years related experience or an AA degree in their field from a two-year accredited institution. Job experience will be allowed only when it coincides with the performance responsibilities of the following job classification:

046100 Mechanic I

g. An employee who received a certificate of completion from an accredited vocational school will be allowed two (2) years experience for pay purposes in job classification 4614 (Mechanic II).

h. If years of work experience and vocational accreditation are combined, the number of years shall not exceed five (5).

15. Summer Feeding Program

The Site Supervisor's responsibilities are as follows:

1. Serve meals
2. Clean up after meals
3. Ensure safe and sanitary conditions at the site
4. Receive and account for deliver meals
5. Ensure that children eat all meals on site
6. Plan and organize daily site activities
7. Implement alternate food service arrangements during inclement weather
8. Take accurate meal counts (at point of service unless an alternate system that provides accurate count has been approved by the state agency.)

Employees will be guaranteed a minimum of four (4) hours of paid time.

~~Central Kitchen workers will be paid at their regular rate.~~

Employees who are hired to cover at various locations will be paid mileage for travel to the different sites.

All program workers must attend one (1) training session.

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.~~

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~~— 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

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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.

7. The above provisions apply to all employees who work twenty (20) or more hours per week. The Board shall continue to pay its contribution towards premiums for any employees injured on the job while they are drawing workers' compensation until final settlement is reached.

New employees desiring to participate in any of the above insurance plans shall pay the premiums for the first three (3) months of eligibility. After three (3) months the Board shall pay the above insurance provisions. Failure of employees to participate during the three (3) months the Board does not contribute shall not affect in any way their ability to participate once the Board's contributions would begin.

~~2. The Board shall provide a minimum of \$25,000.00 life insurance per employee.~~

~~3.~~8. Employees who are covered by this Agreement shall, upon retirement, have the option of continuing their participation in group health, dental, and life insurance coverage at the group rate, but at their own expense.

~~4.~~9. The Board provided health, long term disability, dental, and life insurance program will be reviewed prior to May 1st of each year by the Benefits Oversight Group. Members of this group (Chief Negotiator for the Board, District Finance Officer, Chief Negotiator for the Association, and the Association President) will review any proposed changes to the above named insurance plans (benefits or premiums). Changes to any of the above named plans will be negotiated at the table.

There will be a thirty (30) day open enrollment period after the beginning of each school year and prior to January 1 of that same calendar year for the health insurance for current employees who wish to enroll or make a change. The effective date for this open enrollment period will be January 1 of the following year.

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

D. Advanced Degree

- 2054 1. Employees shall be paid a supplement for their advanced degrees. See Appendix D.
 2055
 2056 ~~Documentation (transcripts)~~ **Official Transcripts** must be presented to the Personnel
 2057 Services Department before the 1st of the month in order for supplement to begin that
 2058 month.
 2059
 2060 2. The School District will pay the Associate Degree supplement to ~~instructional assistants~~
 2061 **paraprofessionals** who are ~~highly qualified or become highly qualified~~ **paraprofessional**
 2062 **qualified**.
 2063
 2064 3. An employee who receives a two-year degree from a technical institute approved by and
 2065 in good standing with the Florida Department of Education (or statutory state agency in a
 2066 US state other than Florida in which the institute operates) as a degree-granting institution
 2067 shall qualify for any additional stipend which otherwise would be granted to the holder of
 2068 an Associate Degree from a community college or junior college. This provision shall
 2069 apply to all current and future qualified employees but shall not result in retroactive pay
 2070 adjustments.
 2071
 2072

2073 **ARTICLE 14 - MISCELLANEOUS**
 2074

- 2075 A. The distribution of copies of the finalized official Agreement to the bargaining unit members
 2076 will be the responsibility of the Association. Cost of the initial reproduction of this Agreement
 2077 shall be shared equally by the Association and Board.
 2078
 2079 B. Should any provisions of this Agreement be declared illegal by a court of competent
 2080 jurisdiction or as a result of state or federal legislation, the provision shall be severable and this
 2081 provision or the application thereof if under any circumstance is held invalid, shall not affect
 2082 any other provision of this Agreement or the application of any provision thereof. The waiver
 2083 of any breach, term or condition of the Agreement by either party shall not constitute a
 2084 precedent in the future enforcement of its terms and conditions.
 2085
 2086 C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be
 2087 contrary to or inconsistent with the terms of this Agreement.
 2088
 2089 D. Neither party shall be deemed to have surrendered or yielded any rights by withdrawing or
 2090 modifying any of its proposals or counter proposals during negotiations leading to this
 2091 Agreement.
 2092
 2093 E. Any fingerprinting and/or criminal background check of any current employee required as a
 2094 result of changes in Florida or Federal Statutes shall be provided free of cost to the educational
 2095 ~~support personnel~~ **staff professionals**.
 2096
 2097 F. In addition to the deduction verification printout that is already being provided to ~~OCESPA~~ **the**
 2098 **Association** from the Payroll Department on a monthly basis, an additional copy will be
 2099 provided that is sorted by site. The district will also provide to ~~OCESPA~~ **the Association**,
 2100 every three (3) months, a copy of the employee listing sorted by site.
 2101
 2102 G. As of January 2003, all current confidential secretaries shall become regular secretaries subject

2103 to the master contract for Educational ~~Support~~ **Staff** Professionals. These confidential
2104 secretaries will be grand-fathered in at \$20 per month as long as they remain in their current
2105 position. The District will no longer have new Secretary I positions and those current will be
2106 grand-fathered into the system.

2107
2108 H. Administrative Assistant II can only be assigned to the Assistant Superintendent level
2109 positions and higher.

2110
2111 I. Employees shall be admitted without charge to any school-sponsored athletic event. The
2112 provision shall not apply to state athletic playoff events. The employee will provide some
2113 form of identification that verifies their School Board employment to gain admission. This
2114 shall apply to employees only.

2115

2116 **ARTICLE 15 - POLITICAL FREEDOM**

2117
2118 A. All employees shall have entire liberty of political action when not engaged actively in their
2119 employment, provided such action is within the laws of the United States of America and the
2120 State of Florida; and provided further that such action does not impair their usefulness in their
2121 respective capacities.

2122
2123 B. The right of all employees to work and to vote for the party, candidates, and issue of their
2124 choice shall never be questioned, abridged, or denied.

2125
2126 C. All employees shall be entirely free from political domination or coercion, or the pretended
2127 necessity of making political contributions of money, or other things of value, or engaging in
2128 any political work or activity against their wishes under the assumption that failure to do so
2129 will in any way affect their status as employees of the school system.

2130

2131

2132

2133 **ARTICLE 16 - VIDEO CAMERAS**

2134
2135 A. The District may choose to install video cameras at various work sites. These cameras are
2136 installed for security reasons only.

2137
2138 B. Employees shall be notified in advance when non-audio cameras/videos are installed in a work
2139 place. A sign indicating this facility has video cameras for security reasons shall be placed at
2140 the main entrance to the facility.

2141

2142 C. Tapes from video cameras will not be used to evaluate employees; however, the District will
2143 pursue any unlawful acts which are shown on tapes.

2144

APPENDIX
SCHOOL DISTRICT OF OKALOOSA COUNTY

MIS 4044
Rev 12/91

Official Grievance Form - OESP

Name: _____

Worksite: _____ Assignment: _____

Home Address: _____ Home Phone: _____

A. Date Cause of Grievance Occurred: _____

B. Relates to what section of Contract: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature

Date

Sequence

Step I Date Submitted: _____ Date of Disposition: _____

Summary of Disposition: _____

Signature

Date

Step II: Date Submitted: _____ Date of Disposition: _____

Summary of Disposition (see attached): _____

Signature

Date

CC: Copy to Immediate Supervisor
Copy to Grievant
Copy to OESP (Grievant's Responsibility)

Grievance No. _____

School District of Okaloosa County
OESP

Membership/Dues Deduction Authorization Form

Continuing Membership Payroll Deduction Authorization

I hereby authorize that my membership in the Okaloosa Education Staff Professionals Association/FEA/NEA be considered as continuing for this and future years unless and until 4tification and dissolution of the Agreement is given by me in the manner prescribed below. I further authorize that any increase in local, state or national dues that may from time to time occur be automatically applied to my payroll deduction payments.

Should I desire to cancel this membership at some future date, I agree to notify in writing, the business office of the school district and the President of the Okaloosa Education Staff Professionals Association at least thirty (30) days prior to the effective date of termination. Failure to give written notification by this date absolves the business office and the Association of the responsibility for removing my name from the payroll deduction list.

Member's Signature

Print Name

Last 4 digits of S.S.N.

Date

Work Location

Job Classification

Distribution:

- One (1) copy to Personnel
- One (1) copy to Association