

AGREEMENT

BETWEEN

THE DUVAL COUNTY SCHOOL BOARD

AND



NORTHEAST FLORIDA PUBLIC EMPLOYEES LOCAL 630, LIUNA, AFL-CIO

2009 – 2012

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ARTICLE 1 – PREAMBLE

This Agreement is entered into as of July 1, 2009, between the Duval County School Board, hereinafter referred to as "Employer", and Northeast Florida Public Employees' Local 630, LIUNA, AFL-CIO, hereinafter referred to as "Local 630." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as a result of implementing this Agreement, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There shall be no individual arrangements or agreements made covering this Agreement, or any part of this Agreement, contrary to the terms provided herein. It is understood that the Employer is engaged in furnishing essential public educational services which vitally affect the educational needs, health, safety, comfort, and general well being of the children of this county and public at large, and both parties hereto recognize the need for continued and reliable service to these children and the public. It is mutually understood and declared to be public policy of the Employer and Local 630 to promote harmonious and cooperative relationships between the Employer and its employees, and to provide employees a work environment free of harassment and intimidation, and to protect the public by reassuring at all times the orderly and uninterrupted operations and functions of government.

ARTICLE 2 – UNION RECOGNITION

- 2.1 Pursuant to and in accordance with all applicable provisions Chapter 447, Florida Statutes, and the Rules and Regulations of the Public Employees Relations Commission, the Employer recognizes Local 630 as the exclusive bargaining representative for employees in the defined bargaining unit, Certification Number 1511, for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment, and all other conditions of employment, unless and until recognition of such bargaining representative is changed or withdrawn pursuant to law and the Rules and Regulations of the Public Employees Relations Commission.
- 2.2 It is understood and agreed that the Business Manager or his/her designee from Local 630 will be the official spokesperson for Local 630 in any matter between Local 630 and the Employer.
- 2.3 An electronic copy of this Agreement shall be provided to all members of the bargaining unit.

The Employer agrees to have an electronic version with any amendments, memorandum of agreement, and memorandum of understanding available for reference by bargaining unit employees, if the technology is available to the Employer.

ARTICLE 3 – MEMBERSHIP AND DUES

- 3.1 In accordance with Chapter 447, Florida Statutes, employees shall have the right to form, join, and participate in, or refrain from forming, joining, or participating in, an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing to negotiate collectively through a certified bargaining agent with the Employer in the determination of the terms and conditions of their employment.
- 3.2 Local 630 will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any check-off of union dues. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to Local 630 by such employee for dues and assessments. It is understood that this provision will provide for twenty-six (26) deductions per year for all covered employees. The Employer will remit to Local 630 such sums within thirty (30) days of deductions. Changes in Local 630 membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of Local 630, and shall be done at least thirty (30) days in advance of the effective date of such change. The Employer's remittance will be deemed correct if Local 630 does not give written notice to the Employer within two (2) calendar weeks after a remittance is received in its behalf with reason(s) stated therefore that the remittance is incorrect. No deduction of dues shall be made from the pay of any employee for any payroll period in which the employee's net earnings for the payroll period, after deductions, are less than the amount of the dues to be checked off.
- 3.3 An employee may revoke his/her authorization for deduction of dues or uniform assessments, provided the employee submits a signed request to Local 630 revoking such authorization, with a copy to the Employer. Written requests revoking deductions for union dues or uniform assessments pursuant to this Article may only be completed by the employee affected.
- 3.4 Upon written request of the Business Manager, the Employer agrees to furnish Local 630 with a computer printout or electronic file of all the employees within the defined bargaining unit at no cost to Local 630. The request for the data may contain, but is not limited to, the following information: the employee's name, address, classification, responsibility center, date in grade, adjusted employment date and home phone number on file, if any. The Employer will not be responsible for the accuracy of the information provided.
- 3.5 Any employee who has payroll deductions to Local 630 for membership dues at the time of any unpaid leave shall have such dues deductions reinstated when he/she returns from leave unless canceled by the employee in writing as provided in this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract to address short term or temporary needs of the Employer. It is also the rights of the Employer to direct its employees, to hire, promote, assign work and transfer employees; take disciplinary action for proper and just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercises of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.
- 4.2 Temporary assignments to work in a higher-class position will be made in order of standing on an eligible promotional list of qualified personnel for that position.
- 4.3 Nothing in this collective bargaining agreement shall be construed to prevent the School Board, at its sole discretion, from implementing involuntary reassignments or the transfer of employees, according to the needs of the district.
- 4.4 However, the School Board will make a good faith effort to take such action only when the needs of the school system dictate the necessity for change. Involuntary reassignment of the transferred employees shall not be implemented arbitrarily or capriciously. In such cases, the School Board will take into consideration the needs and circumstances of the affected employees.
- 4.5 Under normal circumstances, employees affected by the aforesaid and the Union shall be given five (5) calendar days notice prior to the School Board effecting such changes.
- 4.6 The parties agree that these notice requirements shall not be applicable during an emergency or other unusual conditions as determined by the Superintendent or designee.

ARTICLE 5 - EMPLOYEE RIGHTS

- 5.1 Nothing in this contract shall take away any rights or benefits to which employees are entitled under Civil Service and Personnel Rules and Regulations of the Consolidated City of Jacksonville.
- 5.2 Bargaining unit employees shall be permitted to be absent from duties during working hours without deduction of pay or other penalty in order to participate in any civil service promotional examination given provided they give two-days prior notice to their immediate supervisor. This provision will be applicable only for those examinations which will qualify bargaining unit employees for promotion with the Employer.
- 5.3 Any employee covered by this Agreement whose job is being contracted-out, shall maintain his/her current rate of pay for a period not to exceed two (2) years from notification. Every effort will be made during the two (2) year period to effect a reassignment appointment to a comparable position in accordance with Civil Service Rules. At the end of two (2) years, if no reassignment has been effected, the employee will be placed in a position for which qualified and will be placed at the step in the salary range which provides either no decrease or the smallest decrease possible.
- 5.4 Employees of the designated bargaining unit shall have the right to join Local 630, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint, or opinion, within the bounds of good taste related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership or lack of membership in Local 630 or by virtue of his/her holding office or not holding office in Local 630. This provision shall be applied to all employees by the Employer and Local 630.
- 5.5 **Children of Employees:** Employees shall have the option of having their children attend school/work location at their work sites or the nearest appropriate school/work location. However, consideration may be given to space for this type of special assignment.

ARTICLE 6 – NO STRIKE CLAUSE

- 6.1 Local 630 and its members agree that during the life of this Agreement they shall not enter into a strike; which means the concerted failure to report for duty, a concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, picketing in furthering a work stoppage, boycotting in line of performance of duty, sanctioning, refusing to cross a picket line set up at a Employer property, disruptive demonstrating, or the concerted abstinence in whole or in part by any group of its members from the full faithful and proper performance of the duties of employment with the Employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment, or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer.

- 6.2 Local 630, its officers, representatives, agents or members are prohibited from participating in activities which are in violation of Chapter 447 of the Florida Statutes and the rules and regulations of the Public Employees Relations Commission.

ARTICLE 7 - NON-DISCRIMINATION

- 7.1 The Employer and Local 630 affirm their joint opposition to any discriminatory practices against any employee for any reasons prohibited under Local, State or Federal Law.

- 7.2 The employer will not discriminate against any employee in job assignments and employee/employer relations on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or membership or participation in the normal activities of the union. There will be no reprisals against any employee for processing a grievance or participating in the grievance process.

- 7.3 Employees shall be free from unnecessary, spiteful or negative criticism or complaints of harassment by administrators and/or other persons. Under no conditions shall management representatives express such complaints or criticisms concerning an employee in the presence of other persons.

ARTICLE 8 - UNION STEWARDS AND UNION ACTIVITY

- 8.1 The following sections outline the duties and responsibilities of stewards in performing their functions as recognized union representatives. In those cases which cannot be resolved otherwise, designated union stewards shall be granted reasonable time off not to exceed forty (40) annual hours collectively, without loss of pay, to investigate grievances when such investigation is required for the prompt and effective settlement of the grievance in question. Work loss must be minimized. The steward must advise his/her supervisor of the requirement for such investigation and secure permission before conducting the investigation. Such permission will not be unreasonably withheld. In the investigation of grievances, stewards shall not be allowed to unduly hamper the work operations of the Employer by conferring with employees not involved with the grievance. Union stewards shall normally investigate and settle grievances on the job site which is within their designated jurisdiction. All files of the employee shall be open for investigation by the steward when investigating grievances. Stewards shall not conduct any grievance work on premium time except in emergency situations occurring during such premium hours that involve suspension or discharge. Supervisory permission shall be given orally to the union steward provided that said oral authorization insures adequate controls of the steward's time; otherwise written permission shall be required. If it becomes necessary for a union steward to receive written permission, the department will provide a form which will be used for this purpose. Upon returning to his/her work assignment, the steward shall report to his/her immediate supervisor, unless prior consent not to do so has been secured.
- 8.2 Union stewards shall be active employees as designated by Local 630 and shall be members of the bargaining unit.
- 8.3 Local 630 stewards are subject to the same rules of the Employer as all other bargaining unit employees, except as specifically provided in this Agreement.
- 8.4 Active solicitation by Local 630 of grievances shall not be engaged in on the Employer's property.
- 8.5 No employee shall function as a union steward while on leave of absence without mutual consent of the Union and the Employer.
- 8.6 When it becomes necessary for a union steward to enter a work area other than his/her own for the purpose of conducting union business authorized by this Agreement, he/she will secure permission for his/her presence from the supervisor of that area and notify the supervisor of the general nature of his/her business. Such permission shall not be unreasonably withheld.
- 8.7 All stewards have productive work to perform as assigned by the Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by Local 630 representatives in investigating, presenting, and adjusting grievances or disputes.
- 8.8 The employer agrees to allow the Union release time, not to exceed sixty (60) annual hours collectively, without loss of pay to be used by Union officers at the union's request. Release time may be used solely for activities related to the local union or this bargaining unit. Use of release time is contingent upon the employee's advance request for union release time leave, prior management approval of the request, and the absence not interfering with operational needs, however it is understood that release time should not be unreasonably denied. Release time requests of one (1) day or less should be requested in writing five (5) work days prior. Release time requests of more than one (1) day should be requested in writing ten (10) work days prior.

8.9 At no time should more than one (1) steward or three (3) officers be released at the same time.

ARTICLE 9 - SPECIAL MEETINGS AND NEGOTIATIONS

- 9.1 The Employer and Local 630 agree that Employer representatives and official representatives of Local 630 shall meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) working days of the receipt of the written request and at a time and place mutually agreeable to the parties. Local 630 shall have the right at these special meetings to recommend to the Employer, through the Superintendent of Schools, or his/her designee, corrections to any inequities known to Local 630. The Employer will send a written response to Local 630 within ten (10) working days after Local 630 has made any inequity known to the Employer.
- 9.2 Negotiations will take place during the standard work day. A maximum of six (6) bargaining unit employees shall be released from duty without pay loss or loss of benefits. The Union may request additional time without loss of pay or benefits for purposes of preparation for negotiations, or for negotiations sessions. The time and place shall be mutually agreed upon between the Employer and Local 630.

ARTICLE 10 – BULLETIN BOARDS

- 10.1 Local 630 shall be provided partial use of readily accessible bulletin boards, including at least one (1) at each work location of members of the bargaining unit. Local 630 may, if it so desires, provide a bulletin board for its exclusive use so long as the bulletin boards are of standard size and in keeping with the decor of the locations in which installed and have been approved in writing by the Assistant Superintendent for Facilities. Local 630 agrees that it shall use space on bulletin boards provided for in this section, only for the following purposes:

Notices of Union Meetings
Union Elections
Reports of Union Committees
Rulings and Policies of the Union
Recreational and Social Affairs of the Union
Notices of Public Bodies

Use of the DCPS e-mail system shall be limited to the above referenced purposes.

- 10.2 No material, notices, or announcements shall be posted or electronically transmitted by Local 630 which contain anything political or controversial or anything adversely reflecting upon the Employer, its employees, or any labor organization among its employees. Any proven violation of this section by Local 630 shall entitle the Employer to cancel immediately the provision of this Section and to remove that bulletin board or the partial use thereof. Alleged abuse of the bulletin board will be a matter for a special meeting or conference between the proper official of Local 630 and the Superintendent of Schools, or his/her designee.

ARTICLE 11 – DISCHARGE, DISCIPLINE AND PERFORMANCE EVALUATIONS

- 11.1 Employees shall not be discharged, suspended, or otherwise disciplined except for proper and just cause, and in no event until they have been furnished with a written statement of the specific charges and the reason(s) for such action, except as provided in the City of Jacksonville Civil Service and Personnel Rules and Regulations.
- 11.2 No appropriate administrator/supervisor shall reprimand or criticize an employee in the presence of the employee's co-workers or others not directly concerned. When reprimand or criticism is deemed necessary, it shall be made in a private conference, with discretion and out of public view and hearing. The employee may elect to have a Union Steward present for all reprimands. The following progressive steps must be followed in administering discipline, it being understood, however, that some more severe acts of misconduct may warrant circumventing the established procedure:
- a. Verbal Reprimand
 - b. Written Reprimand
 - c. Suspension Without Pay
 - d. Termination

The Employer will normally provide oral or written counseling before implementing progressive discipline. The issuance of oral or written counseling shall be for the purpose of counseling the employee. The supervisor who provides oral counseling shall discuss the problem directly with the employee.

It shall be the objective of those taking disciplinary action, and of the employees, that they handle their roles by conducting themselves through proper and professional decorum to avoid embarrassment.

- 11.3 An employee summoned to the office of a supervisor, or any district-level administrator for a conference which may lead to disciplinary action shall have the right to request Union representation. Employees shall be informed of their right of Union representation in the event discipline is to be administered. When Union representation is requested, and the employee is to be represented by the Union, and a Union representative is not available for the conference, the conference shall be rescheduled to a time when Union representation is available.
- 11.4 An employee will be allowed to review his/her master personnel file, within a reasonable length of time upon request to the Employer. During the term of this Agreement if any information, which is considered unfavorable and derogatory to an employee, is entered in his/her personnel file, the employee will be furnished a copy in order that he/she may have the opportunity to submit a written statement responding to the information. The employee's responding statement will also be entered in his/her personnel file. If an employee feels that any correspondence written about him or her was unjustified, he/she has the right to resort to the Grievance Procedure.
- 11.5 Verbal reprimands shall not be used as a basis for future disciplinary action after twenty-four (24) months from the date of the entry. The union recognizes that the Employer is required to retain copies of all disciplinary entries in order to comply with Chapter 119, Florida Statutes, as it may be amended from time to time.
- 11.6 All breaches of discipline shall be fully investigated by the Employer in a thoroughly impartial manner before punishment is administered or recommended to the appointing authority. Disciplinary matters shall be handled as expeditiously as possible.

11.7 Employees subject to discipline, excluding a verbal reprimand, shall be given twenty-four (24)-hours notice to obtain a representative.

11.8 Any employee shall have the right to either grieve a disciplinary action pursuant to the grievance procedure of this Agreement, or to appeal the decision to the Civil Service Board.

11.9 **Performance Evaluations:**

A copy of any official evaluation, intended to be placed in the personnel file, shall be provided to each member at the time it is presented for his/her signature. Any member may file a written objection to an evaluation given by his/her supervisor. Such written objection shall be made part of the personnel file.

At any time that a new evaluation instrument is under development, Local 630 shall be included in the process. The Union shall have the right to make recommendations and suggestions during the development process.

Evaluations will list the categories of unsatisfactory, needs improvement and satisfactory.

11.10 The Union and the Employer agree to meet to discuss and confer on the creation of a new performance evaluation instrument during the contract year. Both parties agree that should agreement be reached on the adoption of such an instrument, the new form and procedure shall be piloted immediately for the purpose of evaluating employee performance.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.1 As used herein, a grievance is defined as a claim reasonably and suitably founded on a violation of the terms and conditions of this Agreement and shall systematically follow the four (4)-step grievance procedure as outlined herein. A grievant shall mean either an individual bargaining unit employee or group of employees having the same grievance. Any grievance filed shall refer to the provisions of his/her Agreement alleged to have been violated and shall set forth the facts pertaining to the alleged violation, and such grievances shall be limited to an application or non-application of his/her Agreement.

Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his/her own grievances to the Employer, in person or by legal counsel, and having such grievances adjusted without the intervention of the bargaining agent if the adjustment is not inconsistent with the terms of the Agreement then in effect, and if the bargaining agent or his/her designee has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

12.2 **Filing / Informal Steps:**

Any grievant having a grievance shall first discuss it with his/her immediate supervisor as is appropriate in light of the subject matter of the complaint. Any such grievance must be brought to the attention of the grievant's immediate supervisor within ten (10) workdays of the occurrence of the event, or events, giving rise to the grievance; provided that the grievant having the grievance is absent when such event occurs, said ten (10) day period shall not commence until his/her return. If the grievant and the immediate supervisor are unable to satisfactorily resolve the grievance within two (2) workdays, it may be referred to Step 1 within five (5) workdays after the expiration of said two (2)-day period.

12.3 **Steps:**

Step 1 – Grievances at Step 1 shall consist of the grievant(s) reducing the grievance to writing and submitting it to his/her department head. Such department head shall handle the grievance. The department head shall meet with the grievant and a representative of the grievant if the grievant so requests. A written decision on the grievance shall be transmitted within five (5) workdays after receipt of the grievance.

Step 2 – The grievant may, within ten (10) workdays after receipt of the written decision, appeal such decision in writing to Human Resource Services. The Chief Human Resource Officer or his/her designee shall meet with the grievant and render a written decision on the appeal within ten (10) workdays after receipt of the appeal. The designee will not be the same individual who handled the grievance at Step 1.

Step 3 – The grievant may, within ten (10) workdays after receipt of the written decision of the Chief Human Resource Officer, appeal in writing to the School Board. Such appeal shall be filed with the Employer with a copy directed to the Superintendent. The School Board or subcommittee of the Board shall thereafter and no later than thirty (30) days from the date of filing of such appeal, hold a hearing on the matter. The Employer's decision in the matter shall be rendered no later than the next regular meeting of the subcommittee after the hearing.

Step 4 - Arbitration - The grievant may within ten (10) workdays after receipt of the written decision of the Employer file a request with the Employer for a final and binding disposition by an impartial neutral, mutually selected by the parties; provided, however, that an arbitrator or

other neutral shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.

- a. If within five (5) work days of receipt of the request for arbitration, the Employer and the grievant are unable to mutually agree on a neutral, then the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) potential arbitrators. Arbitrators shall be selected from such a panel by alternately striking names from the list (the grievant to strike the first name) until the last name on the list is reached. The last name on the list shall be the designated arbitrator. All parties shall participate in the arbitration process in accordance with the collective bargaining law.
 - b. The cost of arbitration is to be equally borne by the Employer and the grievant.
- 12.4 Local 630 shall be given at least forty-eight (48) hours advanced notification of the time and place that each of the four (4) steps of the grievance procedure are to be held in order that it might be present and it shall be provided with a copy of the final determination of the grievance.
- 12.5 The time limits specified above may be extended at any time by agreement between the grievant and the appropriate administration representative.

ARTICLE 13 – VACATIONS

- 13.1 Permanent, probationary, and provisional employees shall earn vacation leave with pay according to the following schedule:

Years Employed	Annual Accrual *
0 months - 4 years	10 days
4 years - 9 years	12 days
9 years - 14 years	18 days
14 years - 19 years	20 days
19 years or more	24 days

* Based on a twelve (12) month employment year.

- 13.2 Vacation days will accrue twice per month to the credit of the employee at the rate stated above provided the employee works or is paid at least five (5) days in each month. The rate of accrual shall change to the higher rate at the start of the first pay period of the month in which the employment anniversary occurs.
- 13.3 Vacation leave may be taken at any time requested by the employee in writing, subject to approval by the supervisor authorized to approve such leaves. Any portion of vacation leave which has accrued to the credit of employee may be taken provided no vacation leave taken shall exceed thirty (30) workdays in any one (1) calendar year, except as otherwise provided herein. There is no limit to the amount of vacation leave that an employee may accrue. The limit of thirty (30) workdays does not apply if the vacation leave is taken immediately preceding special leaves of absence without pay or it is to be used for educational purposes.
- 13.4 Absence because of sickness in excess of that accumulated for such purposes may, at the request of the employee and with written approval of the department head or designee, be charged against vacation leave allowance. Approval shall not be unreasonably withheld.
- 13.5 Absence because of injury or disability in excess of that authorized for such purposes may, at the request of the employee and with written approval from the department head, be charged against vacation leave allowance. Approval shall not be unreasonably withheld.
- 13.6 Upon resignation, the employee may take or may be paid a lump-sum payment for any unused accrued vacation leave up to a maximum amount of thirty (30) workdays in a consecutive twelve (12)-month period.

Upon resignation for the purpose of accepting another position that does not accrue annual leave with the Employer, such employee shall be paid a lump-sum payment for any unused accrued vacation leave up to a maximum of sixty (60) workdays plus the remaining excess (prior to July 1, 2001) regardless of any vacation leave taken during the last calendar year of employment.

Upon retirement:

- a. Unused Vacation Leave accumulated by persons employed prior to July 1, 2001 who retire on or after July 1, 2001:
 1. For persons whose accumulated vacation leave is sixty (60) workdays or less as of June 30, 2001 – Upon Retirement, employees shall be paid a lump sum

payment for any accrued leave up to a maximum amount of sixty (60) workdays. Under no circumstances shall the combined total of annual leave paid under this section and taken under the provisions of Vacations exceed ninety (90) workdays in a calendar year.

2. For persons whose accumulated vacation leave is more than sixty (60) workdays as of June 30, 2001 – Upon retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays plus any remaining excess over sixty (60) up to seventy (70) workdays on record as of June 30, 2001. Under no circumstances shall the combined total of vacation leave paid under this section and taken under the provisions of Vacations exceed one hundred (100) workdays.
- b. For Unused Vacation Leave accumulated by persons employed on or after July 1, 2001 – Upon retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays.

Under no circumstances shall the combined total of vacation leave paid under this section and taken under the provisions of Vacations exceed ninety (90) workdays in a calendar year. (Based on Florida Statute 1012.65 Terminal pay for accrued vacation leave.)

- 13.7 Vacation leave shall be so arranged as to be mutually convenient to both the employee and the Employer. Vacation leave must be scheduled consistent with the operational requirements of the Employer. Employees with seniority in a classification, crew, section, or office, may be given preference in scheduling vacation. This seniority preference will only apply to the first vacation period selected each year. As an exception to the foregoing statement, employees who avail themselves of military leave for training purpose shall not be given preference on the initial selection of vacation periods. Vacation periods may be changed by mutual consent between the employee and the appropriate supervisor at anytime where feasible. If any employee splits his/her vacation, he/she will be allowed only one choice of dates, taking the remaining vacation leave after other employees in order of seniority in classification have exercised their choice of dates.
- 13.8 An employee may split his/her vacation leave in any manner desired and approved by the supervisor. An employee may take single days of vacation at the discretion of the supervisor. The minimum amount of vacation leave to be taken and charged will be one-half hour. The splitting of vacation leave must be consistent with the operational requirements of the Employer.
- 13.9 Regardless of the sequence of days for vacation leave, an employee will be charged one (1) day of vacation for every day during that period which is a regularly-scheduled workday.

Should a legal holiday fall within the vacation period, vacation time will not be charged for that day. An employee's vacation leave is assumed to commence immediately following his/her last workday prior to the scheduled vacation leave and terminates at the end of the last workday falling within the scheduled vacation leave period. Nothing contained in this section shall prevent an employee from being called back in an emergency, but every reasonable effort will be made to allow an employee to take vacation without being called back to work. All employees shall be allowed to reschedule any vacation time lost as a result of an emergency call-back in accordance with the provisions of this Agreement.
- 13.10 When the Union and/or an employee alleges that the employee is being regularly required to perform duties which are not consistent with the approved class specification for the position

being filled by the employee and the Union and/or the employee alleges that the duties assigned are not appropriate for the class specification to which the position is allocated, the Union and/or the employee may request that the Chief Human Resource Officer or his/her designee review the classification assigned to the employee's position. The Chief Human Resource Officer or his/her designee shall review the classification assigned to the employee's position. The Chief Human Resource Officer or his/her designee shall review the duties as requested. The Union and the employee will receive a copy of the findings within thirty (30) days of receipt of the complaint.

ARTICLE 14 - SICK LEAVE

- 14.1 Permanent, probationary, and provisional employees of the Employer covered by this Agreement shall be entitled to four (4) days of sick leave at the end of the first month of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment in which the employee works or is paid a minimum of five (5) workdays in the month which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. However, each employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. If the employee terminates his or her employment and has accrued, but not earned, the four (4) sick leave days available to him or her, the Employer will withhold the average daily amount for the sick days utilized but unearned by the employee. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. Vacation leave and leave while on the active payroll due to an on-the-job injury shall be construed as time worked. There shall be no limit on the number of sick leave days an employee covered by this Agreement shall be permitted to accumulate.
- 14.2 Sick leave will be granted during a genuine illness of an employee covered by this Agreement or the serious illness of a member of his/her immediate family. Immediate family means the school employee's spouse, father, mother, son, daughter, brother, sister, aunt, uncle, nieces, nephews, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparents, grandparents of employee's spouse, or grandchildren. It also includes other close relatives who reside with the school employee.
- 14.3 All employees covered by this Agreement shall be required to furnish to the Employer such information as may be requested for the proper administration of this section. For an absence of more than five (5) consecutive work or paid days to be charged to sick leave, a certificate from a medical doctor will be required prior to the issuing of the employee's next payroll warrant. When the employee returns to work, the doctor's certificate shall contain information as to whether or not the employee can perform any and all duties normally assigned to his/her classification.
- 14.4 Any employees covered by this Agreement with three (3) or more years of service with DCPS shall have the option to receive payment for accumulated sick leave earned for that year that is unused at the end of the school year based on the daily rate of pay of the employee multiplied by fifty percent (50%). Days for which such payment is received shall be deducted from the accumulated leave balance. However, at no time shall the accumulated leave balance be less than ten (10) days.
- 14.5 All employees covered by this Agreement, where required by the Employer, will notify their supervisor or his/her designee, reasonably in advance of their scheduled reporting time on the first day of their intended absence due to illness. Such notification will also include anticipated length of absence if known. Extenuating circumstances to the above shall be given due consideration.
- 14.6 In accordance with Employer policies, an employee may authorize his or her spouse, child, parent, or sibling who is also an employee of the Duval County Public Schools to use sick leave that has accrued to the authorizing employee, provided that the recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this paragraph shall have no terminal pay value.

- 14.7 Sick leave shall be charged in increments of not less than one-half hour.
- 14.8 Should an employee covered by this Agreement be absent due to illness and fail to comply with the rules and regulations covering sick leave, such employee shall be charged with an unauthorized absence.

14.9 **Payment for Unused Sick Leave:**

Payment for a portion of unused sick leave accumulated beginning July 1, 1982, shall be provided to an employee at termination or retirement or to his/her beneficiary if service is terminated by death on the following basis:

- a. During the first three (3) years of School Board service, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of sick leave accumulated after July 1, 1982, only if service terminated by death.
- b. During the next three (3) years of School Board service, the daily rate of pay multiplied by forty (40) percent times the number of days of sick leave accumulated after July 1, 1982.
- c. During the next three (3) years of School Board service, the daily rate of pay multiplied by forty-five (45) percent times the number of days of sick leave accumulated after July 1, 1982.
- d. During the next three (3) years of School Board service, the daily rate of pay multiplied by fifty (50) percent times the number of days of sick leave accumulated after July 1, 1982.
- e.
 1. During and after the thirteenth (13th) year of School Board service, the daily rate of pay multiplied by ninety-four percent (94%) of the number of days of sick leave accumulated after July 1, 1982, upon retirement or death.
 2. During and after the thirteenth (13th) year of School Board service, the daily rate of pay multiplied by eighty (80) percent of the number of days of sick leave accumulated after July 1, 1982, upon termination.
- f. For the purpose of this Article, a year's service shall be defined as full-time employment with the Employer.
- g. As of July 1, 2004, all Sick Leave Plan A and Plan B balances were rolled into Sick Plan C (leave accrued after July 1, 1982).

ARTICLE 15 – PERSONAL LEAVE WITH PAY

- 15.1 A member of this bargaining unit may be absent six (6) days each school year for personal reasons; provided, however, that such absences for personal reasons shall be charged only to accrued sick leave; and provided, further, that leave for personal reasons shall be non cumulative and shall not create an undue hardship for the Employer.
- 15.2 The procedure for notifying the Employer of intent to use personal leave with pay shall be the same as for sick leave with pay. However, when personal leave with pay is requested for a day preceding or following a holiday or a non workday for members of the bargaining unit, the leave will be requested in advance except for emergencies.
- 15.3 The only explanation required for using personal leave with pay shall be personal business.
Employees shall not be denied personal leave for religious holidays.

ARTICLE 16 - INJURY IN LINE OF DUTY

- 16.1 Employees shall be entitled to all compensation and benefits as provided in Chapter 440, Florida Statutes. In addition, a member of the bargaining unit shall be entitled to illness/injury-in-line-of-duty leave at regular pay (reduced by the amount of workers compensation received in the form of temporary disability paid by reason of such injury or illness) for a period of seven days when he has been absent from his/her duties because a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at work. Health insurance benefits for the employee shall be covered by the Employer during the time an employee is on illness/injury-in-line-of duty leave.
- 16.2 For employees who return to work on light duty, from on-the-job injury, consideration will be given, on a case-by-case basis, as to whether the employee will remain at his/her present work site or be transferred to another work site.

ARTICLE 17 - JURY DUTY/COURT DUTY

- 17.1 An employee shall be granted full pay and benefits for appearance in court under the following circumstances:
- a. Summoned to appear as a juror.
 - b. Summoned to appear as a defendant in an action arising out of and in the course of his/her employment with the Employer.
 - c. Summoned to appear as a witness (except as a character witness) in any civil or criminal action in which the employee is not the defendant or the plaintiff.
- 17.2 Any payments received from the court for such appearance may be retained by the employee.
- 17.3 An employee must provide written documentation of date and time for jury duty and summons (copy of summons, clerk certificate, judicial assistant confirmation, or attorney acknowledgements). If reporting for jury duty or summons is within the first two (2) hours of the normal workday, the employee need not report to work first. Otherwise an employee may leave one (1) hour prior to reporting time if within Duval County or reasonable travel time if outside of Duval County. An employee will be granted one (1) hour of travel time within Duval County from the time dismissed to return to work and reasonable travel time if outside of Duval County. If the employee is released within two (2) hours of the end of the normal workday, then the employee will not need to return to work that day.

ARTICLE 18 - MILITARY LEAVE

- 18.1 Leaves of absence and reemployment rights of public employees inducted into the military service shall be as contained in Title 38, USC ss2021, effective December 3, 1974, and as the same may be amended from time to time.

- 18.2 Employees who are members of the National Guard or organized military reserves of the United States and who are ordered to attend annual training periods shall be allowed not more than seventeen (17) work days with pay to attend such training periods. Such training leave shall not be deducted from annual vacation leave or in any other way result in loss of privileges or compensation to said employee. Employees requesting this annual military-training leave are responsible for notifying their supervisors as soon as possible of the dates of such training periods and to provide an official set of orders.

- 18.3. Employees who are members of the reserve components mentioned above and who are required to attend regularly-scheduled training assemblies throughout the year may, upon due notice and request, apply for vacation leave time to attend these military training assemblies when they are scheduled to be on duty, provided it will not seriously interfere with the operation of the system. Employees who request time off for this purpose are responsible for advising their supervisors at the earliest possible time of the dates when they are scheduled for these training assemblies which conflict with their normal work schedules.

ARTICLE 19 - FUNERAL LEAVE

- 19.1 The Employer agrees that up to five (5) days funeral leave may be taken and charged against accrued sick leave at the time of death of a member of the immediate family as defined in the sick leave article of this Agreement. If unusual circumstances exist, upon request, additional sick leave may be granted by the Employer.

ARTICLE 20 - VOTING

- 20.1 During general or primary election, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose.

ARTICLE 21 – WAGES

21.1 Effective July 1, 2005, bargaining unit employees shall have their salaries increased by an average of 5% for the bargaining unit. This increase shall be implemented as follows: effective July 1, 2005, bargaining unit employees shall receive a 3.3% increase in their hourly rate of pay in addition to a step increase as reflected on Schedule “B” of this Agreement.

21.2 All employees covered by this Agreement shall receive an annual total of three hundred dollars (\$300) prorated equally throughout the year for each five (5) years of continuous service with the Employer. Those who work less than twelve (12) months will receive the prorated share.

21.3 **Working Out of Classification:**

In any case when an employee is qualified for and is temporarily assigned in writing by the Employer to serve regularly in and accept the responsibility for work which would normally be performed in a higher classification for three (3) or more workdays of continuous duty, such employee, if not in the highest step of the employees pay grade, shall receive a one (1) step increase or the lowest step in a higher classification which will result in an increase, whichever is greater. The additional compensation as provided in this provision shall cover the entire period of assignment in the higher class. An employee may be temporarily assigned to the work of any position of the same or lower classification without reduction in pay.

21.4 **Shift Differential:**

The Union and the Employer agree to meet to discuss and confer on the creation of shift differential during the contract year. Both parties agree that should agreement be reached on the adoption of such differential, it shall be implemented immediately.

Should the Employer decide to create a second shift (a shift which starts after 11:00 a.m.) the Employer agrees to meet with the Union for the purpose of negotiations.

21.5 All employees within the bargaining unit shall be covered by a written description of job duties in the form of employee job specifications.

If the Employer determines that the employees' job specifications need to be changed, added to, deleted, or amended, the Employer will notify the Union of the intended changes. Copies of the proposed changes will be forwarded to the Union along with the above notification. The Union and the Employer will meet upon the request of either party to discuss the proposed changes prior to any changes being finalized. After finalization, a copy of the revised specifications shall be forwarded to the Business Manager of the Union and all employees to whom the job specifications apply as soon as is possible.

21.6 Effective July 1, 2005, Electronic Funds Transfer (Direct Deposit) will be required for all employees in the bargaining unit.

21.7 The Union and the Employer agree to meet, to discuss and to confer on the implementation of the recommendations from the Computer Specialist Class Study (CSCS). Such meetings will commence in the month of August 2005 and continue at the rate of one (1) agreed upon date per month until the end of the 06-07 school year. Every effort will be made to reach an agreement on this issue by the end of the 06-07 school year. The CSCS committee shall consist of three (3) members from the Division of Information Technology and three (3) employees appointed by the Union and authorized by the Employer to attend such meetings without loss of pay.

Similarly, the Employer agrees to meet and confer with a committee of bargaining unit employees, the composition of which is structured as stated above, appointed by the Union, to discuss issues related to compensation and or classification of bargaining unit employees working for various departments/divisions of the Employer.

Employees from the Human Resource Division shall facilitate the meetings. Both parties agree that should agreement be reached on new job specifications/compensation, such changes shall be implemented by a memorandum of understanding between the parties to this Agreement.

The Employer and the Union agree to participate in a joint salary study to review the salaries of bargaining unit employees. This study shall be conducted as part of the meetings referenced in this Section.

- 21.8 Employees promoting to a new pay grade shall be placed on the same step as the previous pay grade.

ARTICLE 22 – BENEFITS

- 22.1 **Retirement Contributions:** The Employer agrees to pay all contributions for bargaining unit employees enrolled in the Employer’s retirement plan.
- 22.2 All bargaining unit employees shall be placed on the eligibility list for participation in the Bencor National Government Employees Retirement Plan (Bencor Special Pay Plan) under terms and conditions provided to other employees working for the Employer.
- 22.3 **Health Insurance:** The Employer agrees to provide members of the bargaining unit with the “Duval County Employer Health Benefit Plan” as revised, a group hospitalization insurance program. Primary Care Center shall be included in the qualified facilities.
- a. Employees who complete their contract year shall have their employer paid health, life, and flexible dollars coverage extended through September 30th.
 - b. Employees on an approved personal/medical leave of absence without pay shall be eligible to continue the employer paid, group health, life, and flexible dollars without charge at the employee-only level for one period of thirty (30) days per year*.

Employees on an approved leave of absence without pay under the Family Medical Leave Act shall be eligible to continue the employer paid group health, and flexible dollars without charge at the employee-only level for one period of twelve (12) weeks per year*.

Employees on suspension without pay which overlaps months would be responsible to remit the premium for the group benefits for the duration of the suspension beginning with the month following the effective date of such suspension.

Employees on suspension without pay, employees on approved personal/medical leave without pay beyond thirty (30) days, or employees on approved medical leave without pay beyond twelve (12) weeks, shall have the option to continue in the plans at their own expense, at the cost charged by the district for the duration of their approved leave.

*The period of coverage will follow Duval County Public School Board policy for FMLA and/or approved leave policies.
- c. The Employer shall contribute \$250 in behalf of each employee toward the purchase of an option(s) from the flexible benefit package. The flexible benefit package shall include options such as health coverage, dental, income protection, and optical. The employee shall have the right to purchase further options through payroll deduction as they are approved by the Employer for inclusion in the flexible benefit plan.
 - d. A group hospital and medical plan shall be made available to members of the bargaining unit on or before October 1st of each year of this Agreement.
 - e. The Business Manager of Local 630 or his/her designee shall have the right to appoint a member of the bargaining unit to sit as a member of the Duval County Employer Health Insurance Committee.
- 22.4 **Dental Plan:** At least one dental plan shall be offered to members covered by this Agreement, unless otherwise negotiated. The premium will be paid by employees wishing to participate.

22.5 **Life Insurance:** The Employer agrees to provide bargaining unit employees with basic life insurance coverage consisting of a \$10,000 life insurance policy and a \$10,000 accidental death and dismemberment insurance policy.

- a. The Employer further agrees to provide one (1) copy of the master life insurance contract to bargaining unit employees upon request of the employee, provided such request is made individually and in writing to the appropriate Division Head.
- b. The employee, at his/her option and expense, may purchase supplemental life insurance coverage, under the same policy, or up to three (3) times his/her annual salary, including the \$10,000 stated above. Supplemental insurance may not exceed \$300,000.00.
- c. Employees may elect to purchase a flat \$50,000 term insurance, under the same policy regardless of annual salary, excluding the \$10,000 provided at no cost by the Employer.

22.6 **Insurance for Retired Employees:** The Employer agrees to make available group plans for health insurance and life insurance for retired employees.

- a. Employees wishing to participate in this program must apply and submit proper authorization to Risk Management or their third party administrator.
- b. The health insurance premium will be equal to the cost for active employees. Those who are enrolled and covered under the provisions of Medicare Parts A and B may continue coverage beyond Age 65 by paying a premium for the coverage selected.
- c. Group term life insurance will be made available in the amount of basic insurance furnished by the Employer for active employees. In addition to the group life insurance referenced above, supplemental insurance may be continued by converting to an individual term or whole life policy.

ARTICLE 23 – HOLIDAYS

- 23.1 Employees in the bargaining unit shall observe the holidays established by the Employer which are as follows:
- Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Holiday (2 days)
 - Winter Holiday (2 days)
 - New Year's Holiday
 - Martin Luther King, Jr.'s Birthday
 - Spring Holiday
 - Memorial Day
- 23.2 Whenever an observed holiday shall occur on an employee's scheduled day off, the Employer shall elect to schedule the employee to take a day off at another date mutually agreed to within sixty (60) days after said holiday or to compensate him at a straight-time rate in order to equalize the observed legal holiday.
- 23.3 Any employees in the bargaining unit who shall be required to perform work or to render services on any of the holidays listed above shall be compensated at one and one-half (1 ½) times the employee's regular straight-time hourly rate for any hours worked in addition to his/her straight-time pay for that day.
- 23.4 A permanent or probationary employee covered by the contract shall receive payment for those paid holidays listed above unless he has an unexcused or unpaid absence on the last regular workday preceding such holiday or on the next regular workday following such holiday.
- 23.5 Employees who are employed on a twelve (12) month basis (at least 260 days) shall be granted four (4) additional paid non-work days between Christmas and New Years. These days shall not be counted against the employee's accrued leave, nor shall they be cumulative if for any reason they are not used by the employee. No planned work shall be scheduled between Christmas and New Year's Day. In the event an employee is called in for an emergency, the employee shall receive compensation in accordance with the call-back provision within this Agreement.

ARTICLE 24 – CONTINUING EDUCATION

- 24.1 It is the intent of the Employer to assist full-time permanent employees to take advantage of opportunities for training and development consistent with performance and current job requirements. The Employer agrees to work with Local 630 to develop professional educational training for bargaining unit employees. Such a plan will include reimbursement for tuition and required books which have been paid by the employee upon completion of approved courses.
- 24.2 The Employer shall notify qualified employees of seminars that are job related as part of the continuing education program. Employees shall be authorized leave in line of duty with full reimbursement of expenses upon approval of the employee's supervisor.
- 24.3 When specialized training is to be provided to selected employees, employees shall not be chosen arbitrarily or capriciously to receive the training. Factors to be taken into account when selecting employees shall include, but not be limited to qualifications, job duties, seniority, work location and job performance.
- 24.4 A tuition reimbursement program shall be established which provides a program fund of four thousand five hundred (\$4,500) annually not to exceed seven hundred fifty (\$750) per employee per fiscal year until the program fund is depleted.

ARTICLE 25 - HOURS OF WORK AND OVERTIME

25.1 **Hours of Work:** All employees in the bargaining unit shall be assigned to one (1) of the schedules which appear below.

A. Standard Work Week:

The standard work week shall consist of eight (8) hours exclusive of a one (1) hour lunch period. The employee's standard workweek shall consist of five (5) consecutive days of no more than eight (8) hours, Monday through Friday, 7:30 a.m. – 4:30 p.m.

1. Computer Specialist and Senior Computer Specialist who are required to work on Saturday shall be authorized to take off an equivalent period of time the following week at their straight time hourly rate of pay for the number of hours worked on the preceding Saturday.

2. The Union and the Employer agree that the Employer will regularly rotate the assignment to work on Saturday among all similarly classified employees to the extent possible, considering some Saturday work requires employees who possess a specific skill set to perform the assignment. Employees who feel that the Employer is not rotating such assignments equitably may follow the grievance procedure in this Agreement.

B. Flexible Work Schedule:

Flexible work schedules, both temporary and permanent, are encouraged and may be developed upon mutual agreement of the employee and supervisor.

C. Change in Standard Work Schedule:

Any request by the Employer to negotiate a change in the standard work day or week to include adding work day or work weeks at a time other than regular annual contract negotiating time shall be presented to Local 630 at least thirty (30) days prior to the implementation date of the requested change. Staffing of the additional work day or work weeks should be seniority based according to total time spent working for the Employer (Duval County Public Schools). The most senior employees in the affected area should first have the right to choose which work day or work week that they want to work. The right of selection then progresses from those with the most seniority to those of the least seniority. In addition, the number of employees should be appropriate to the work required to maintain the Service Level Agreements established in the district.

25.2 **Overtime:**

Bargaining unit employees will be paid overtime at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in a workweek. The workweek shall end at 12 midnight on each Friday. Paid holidays, vacation, and sick leave shall be considered time worked for the purpose of computing overtime. Any overtime earned in a pay period will be paid in that pay period, when possible within the timelines imposed by the payroll system, or no later than the next pay period.

It is the responsibility of the Employer to distribute the opportunity for overtime work equally among all employees who possess the same or appropriate skill set. Employees who feel that the Employer is not rotating such assignments equitably may follow the grievance procedure in this Agreement.

The Employer shall provide at least forty-eight (48) hours notice of any scheduled non-emergency overtime.

25.3 Call-Back:

A. An employee who has left his/her normal place of work for his/her residence and is called back for overtime work shall be paid for such overtime in accordance with the above, provided that he shall receive a minimum payment of four (4) hours at time of one and one-half (1 ½) his/her regular rate. Call back time shall begin and end at the Duval County line. This includes employees who are contacted to perform on-site duties. The minimum time provided herein does not apply if an early call-in period extends into the start of the employee's regular work period. No employee may authorize overtime for himself but shall be entitled to receive overtime as appropriately authorized by his/her supervisor.

B. Remote Compensation:

Employees contacted at home to perform work at their residence shall receive overtime compensation for actual hours worked, provided however, employees contacted shall receive a minimum on no less than thirty (30) minutes at time and one half their regular rate of pay.

25.4 Standby Compensation:

Employees assigned to standby will be rotated on a weekly basis. Any employee who is assigned to emergency call-out, shall receive two and one-half (2 ½) hours at time of one and one-half (1 ½) his/her regular rate overtime compensation for the week that the employee is on call.

It is the responsibility of the Employer to distribute the opportunity for standby work equally among all employees who possess the same or appropriate skill set. Employees who feel that the Employer is not rotating such assignments equitably may follow the grievance procedure in this Agreement.

25.5 Work Schedule Change:

Forty-eight (48) hours notice will be required for changing an employee's regular work schedule. The forty-eight-hours notice shall not be required in cases of emergency.

In the event that it becomes necessary to reassign employees from one work schedule to another or from one work area to another, provided such employees possess the same or appropriate skill set, the Employer shall first reassign employees in each class who volunteer for such reassignments. Volunteers from each class with the greatest seniority shall be reassigned first. If the Employer is not able to obtain enough volunteers for the reassignment, the Employer shall reassign the least senior employees from the appropriate skill set from which the assignment is made.

25.6 **Meal Allowance:**

The Employer will provide a meal or pay a meal allowance in the sum of seven (\$7.00) dollars when an employee is required to work continuous overtime of three (3) or more hours beyond any eight hour shift, including Saturdays, Sundays, and holidays.

25.7 **Work Breaks:**

Each bargaining unit employee shall be entitled to a fifteen (15)-minute rest break period during the first four (4) hours of a workday, and a fifteen (15)-minute rest period during the second four (4) hours. Rest periods shall be taken as nearly as possible to the middle of each four-hour session. Allowance shall be given to the existing work condition, as determined by the on-the-job supervisor. An additional fifteen (15) minute rest period shall be given for every four (4) hours of the workday beyond eight (8) hours.

25.8 **Rest Period:**

Any employee who works more than fourteen (14) hours in any workday (as such day is defined in this Article) without a break of at least eight (8) continuous hours following the first eight (8) hours of such work shall receive payment of two (2) times their regular rate of pay for all hours worked in excess of fourteen (14) hours in such workday.

25.9 **Use of Employees' Vehicles/Reimbursement:**

Employees who use a personal automobile in the performance of their duties will be reimbursed for mileage at the rate authorized by the IRS.

The Employer over time and as the budget permits shall furnish vehicles to employees whose job requires the use of vehicles in the performance of their assigned duties.

ARTICLE 26 - SAFETY AND HEALTH

26.1 **Clean and Safe Conditions:**

The Employer shall provide clean and safe restrooms, common work areas, and other facilities used by employees subject to reasonable limitations. The employee shall make all reasonable efforts to maintain his/her work area in safe condition, including reporting observed needs to his/her appropriate supervisor.

Each employee shall be furnished a safe place of employment as defined in the laws of Florida and the United States and the Florida Worker's Compensation Act, Florida Statute 440.56, which states:

"Every employer, as defined in F.S. 440.02, shall furnish employment which shall be safe for the employees therein, furnish and use safety devices and safeguards, adopt and use methods and processes reasonably adequate to render such an employment and place of employment safe, and do every other thing reasonably necessary to protect the life, health, and safety of such employees. As used in this section, the terms `safe' and `safety' as applied to any employment or place of employment shall mean such freedom from danger as is reasonably necessary for the protection of the life, health, and safety of employees or the public, including conditions and methods of sanitation and hygiene. . . ."

26.2 **Dress Code:**

Professional Clothing shall be worn suitable to the job being performed.

ARTICLE 27 - LIMITED EMERGENCY

27.1 In the event of the official declaration of an emergency:

A. Employees designated essential to the operation who are required to report to work while other employees deemed non-essential have been released, shall be paid overtime for all hours worked.

ARTICLE 28 - DRUG AND ALCOHOL ABUSE

28.1 Definitions:

- a. "Alcohol Abuse" means the use of alcohol or alcoholic beverages, on or off duty, which impairs or adversely affects the employee's ability to perform his/her job duties. The use or being under the influence of alcohol or alcoholic beverages on the job by Employer employees is strictly prohibited.
- b. "Drug Abuse" means the use of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.
- c. "Illegal Drugs" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.
- d. "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" means those guidelines as printed in the April 11, 1988 Federal Register (53 FR11970), as they may be amended from time to time.
- e. "Reasonable Suspicion" is a suspicion which is based on specific, objective facts derived from surrounding circumstances from which it is reasonable to infer that further investigation is warranted.

28.2 The general intent of this policy is to assist the employer in determining whether employees are using alcohol or drugs or are under the influence of alcohol or drugs. It is not the intent of the employer to interfere in an employee's personal life or to determine what an employee may choose to do outside of the workday.

28.3 The Employer may require an employee to submit to drug and alcohol testing under any of the following circumstances:

- a. whenever at least two supervisory employees have reasonable suspicion that an employee is using, under the influence of, or in possession of illegal drugs or alcohol while on duty; or that the employee is abusing alcohol or illegal drugs and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, his/her coworkers, or the public.
- b. whenever an employee is involved in an accident involving personal injury or property damage which could result in liability of or loss to the Employer, including Workers Compensation liability.
- c. at any time within one year after an employee has been counseled or otherwise disciplined because of a problem with alcohol or illegal drugs, has tested positive for the presence of alcohol or illegal drugs, or has completed initial rehabilitation for a problem with alcohol or illegal drugs, whichever is later.

28.4 **Testing Procedures and Results:**

The testing procedures and the test result procedures shall be the same as those set out for the Omnibus Transportation Employees Testing Act of 1991 (OTETA).

28.5 **Disciplinary Action:**

- a. Any employee who fails to pass a drug or alcohol test shall be subject to discipline, up to and including discharge from employment.
- b. Any employee who refuses to submit to alcohol and/or substance abuse testing as required by this article shall be subject to discipline, up to and including discharge from employment.

28.6 **Rehabilitative/Corrective Action:**

The Employer may refer an employee to and require an employee to attend the Employee Assistance Program after he/she has tested positive for the presence of alcohol and/or illegal drugs as a condition of continued employment. This section shall not be construed to limit the Employer's right to take appropriate disciplinary action when an employee tests positive for the presence of alcohol and/or illegal drugs.

28.7 **Cost:**

The employer will pay the cost of any physical examination and test required by this article.

ARTICLE 29 - SAVINGS CLAUSE

The Employer retains all rights, powers, functions, and authority it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged in this Agreement.

All matters pertaining to terms of employment and working conditions guaranteed by law to employees within the bargaining unit shall apply to the extent that they are not in conflict with the provisions of this agreement.

ARTICLE 30 – SEVERABILITY

If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such invalidity shall not affect the remainder of this Agreement, and all other terms and provisions shall continue in full force and effect. Upon any judicial determination, the Employer and Local 630 will promptly negotiate and endeavor to reach an agreement upon a substitute for the provision, or provisions, found to be invalid.

ARTICLE 31 - ENTIRE AGREEMENT

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 32 - TERMS OF AGREEMENT

- 32.1 This Agreement shall be effective as of the first day of July 2009 and shall remain in force to and including the 30th day of June, 2010.
- 32.2 On or before June 1, 2010, contract negotiations will be reopened for the purpose of negotiation for any of the provisions.
- 32.3 Other articles may be reopened at that time upon mutual consent of the parties.

SIGNATURE PAGE

The attached items have been agreed to between representatives for the Employer and Local 630.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of February 2010.

FOR NORTHEAST FLORIDA PUBLIC
EMPLOYEES LOCAL 630

FOR THE DUVAL COUNTY
EMPLOYER

Andy Bemis, Chief Negotiator
Business Manager & Special International Rep.

Walter A. Carr, Jr., Chief Negotiator
Director, District Staffing/Labor Relations

Jim Culbert
Negotiator

Kip Hamilton

Date

Date

DUVAL COUNTY SCHOOL BOARD

Chairman

FORM APPROVED:

ATTEST:

Ed Pratt-Dannals
Superintendent of Schools and Ex Officio
Secretary to the Duval County School Board

**SCHEDULE A
DUVAL COUNTY PUBLIC SCHOOLS
2009-2010
LIUNA**

PS GROUP	1	2	3	4	5	6	7	8	9	10
PS Level										
1	14.27	14.77	15.80	18.09	15.44	16.19	15.76	18.64	17.36	21.11
2	14.56	15.07	16.12	18.44	15.76	16.52	16.08	19.03	17.72	21.54
3	14.86	15.35	16.45	18.83	16.08	16.86	16.37	19.41	18.08	21.97
4	15.15	15.66	16.78	19.20	16.37	17.19	16.72	19.80	18.42	22.40
5	15.45	15.99	17.12	19.59	16.72	17.54	17.03	20.22	18.79	22.83
6	15.79	16.30	17.46	19.98	17.03	17.90	17.38	20.60	19.17	23.30
7	16.10	16.61	17.82	20.37	17.38	18.24	17.74	21.02	19.57	23.77
8	16.40	16.96	18.17	20.79	17.74	18.59	18.10	21.44	19.95	24.23
9	16.75	17.31	18.53	21.20	18.10	18.99	18.44	21.86	20.34	24.73
10	17.08	17.63	18.90	21.62	18.44	19.36	18.82	22.31	20.74	25.22
11	17.42	18.00	19.27	22.06	18.82	19.75	19.20	22.76	21.16	25.72
12	17.75	18.35	19.65	22.48	19.20	20.15	19.59	23.21	21.60	26.24
13	18.14	18.72	20.04	22.97	19.59	20.55	19.97	23.67	22.02	26.77
14	18.49	19.11	20.44	23.41	19.97	20.96	20.37	24.14	22.45	27.30
15	18.86	19.47	20.86	23.88	20.37	21.38	20.79	24.61	22.92	27.87
16	19.24	19.88	21.28	24.37	20.79	21.80	21.20	25.14	23.38	28.40
17	19.62	20.27	21.70	24.97	21.20	22.23	21.63	25.62	23.85	28.99
18	20.00	20.67	22.13	25.48	21.63	22.68	22.06	26.14	24.32	29.56
19	20.42	21.09	22.57	25.87	22.06	23.13	22.49	26.66	24.82	30.16
20	20.82	21.51	23.04	26.34	22.49	23.58	22.98	27.20	25.30	30.76
21	21.23	21.97	23.49	26.89	22.98	24.08	23.41	27.73	25.83	31.38
22	21.66	22.38	23.95	27.41	23.41	24.54	23.89	28.31	26.32	32.01
23	22.09	22.84	24.45	27.97	23.89	25.07	24.37	28.89	26.87	32.64
24	22.65	23.41	24.92	28.51	24.37	25.54	24.85	29.44	27.39	33.29
25	23.20	24.00	25.44	29.09	24.97	26.19	25.47	30.20	28.08	34.12
26	23.91	24.70	25.94	29.66	25.58	26.86	26.10	30.95	28.77	34.98
27	24.60	25.45	26.47	30.26	26.34	27.64	26.89	31.86	29.63	36.03
28	25.36	26.21	26.98	30.88	27.16	28.47	27.68	32.84	30.51	37.33
29	25.71	26.58	27.53	31.48	27.97	29.33	28.50	33.82	31.43	38.21
30	26.45	27.34	28.08	32.06	28.51	29.90	29.06	34.47	32.07	38.95
31	26.95	27.87	28.63	32.77	29.08	30.49	29.64	35.16	32.68	39.72
32	27.75	28.70	29.21	33.42	29.75	31.20	30.35	35.98	33.45	40.65
33	28.03	28.97	30.08	34.42	30.65	32.16	31.25	37.07	34.44	41.87

Job Code	Job Title	PS Type	PS Grp	PS Lvl
S124	Financial Records Analyst	LA	1	1
S128	Financial Records Analyst Senior	LA	2	1
S150	Computer Specialist	LA	3	1
S151	Senior Computer Specialist	LA	4	1
S011	Safety Specialist	LA	6	1
S111	Accountant I	LA	7	1
S655	Construction & Facilities Inspector	LA	7	14
S012	Safety Coordinator	LA	8	1
S647	Facilities Project Coordinator	LA	8	4
S112	Accountant II	LA	9	1
S113	Accountant III	LA	10	1

Salary schedule effective July 1, 2009. No level movement.