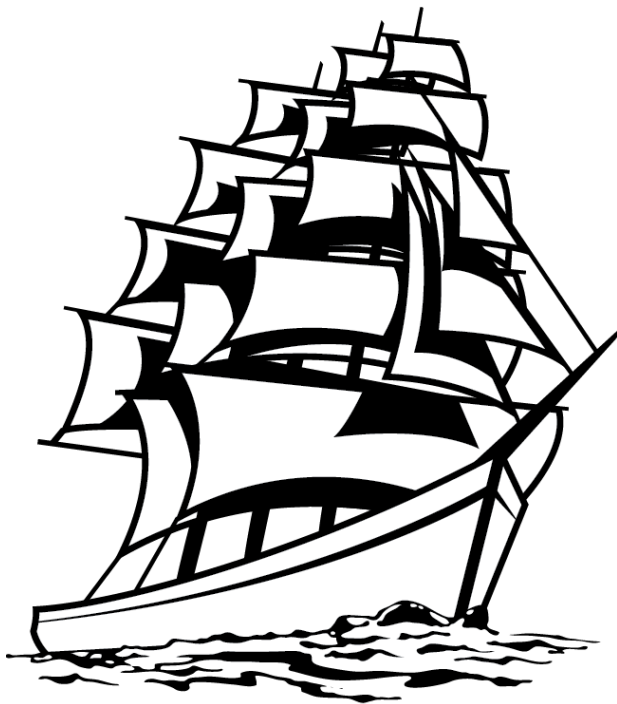


Agreement Classified Unit

2014-2017

Between the Putnam Federation of Teachers/United
FEA, NEA, AFT, AFL-CIO and the District School Board of Putnam
County



Putnam County
School District

On Course for a Successful Future

PREAMBLE

THE BOARD AND THE UNION ACKNOWLEDGE THAT DURING THE NEGOTIATIONS WHICH RESULTED IN THIS AGREEMENT EACH HAD THE RIGHT AND OPPORTUNITY TO MAKE PROPOSALS WITH RESPECT TO SALARIES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT, AND THAT THE UNDERSTANDINGS AND AGREEMENTS ARRIVED AT BY THE PARTIES AFTER THE EXERCISE OF THAT RIGHT AND OPPORTUNITY ARE SET FORTH IN THIS CONTRACT.

THE BOARD AND THE UNION FOR THE LIFE OF THIS CONTRACT VOLUNTARILY AND WITHOUT QUALIFICATION WAIVE THE RIGHT AND EACH AGREES THAT THE OTHER SHALL NOT BE OBLIGATED TO BARGAIN COLLECTIVELY WITH RESPECT TO ANY SUBJECT OR MATTER COVERED BY THIS CONTRACT UNLESS OTHERWISE SPECIFIED HEREIN.

AGREEMENT HAS BEEN REACHED BETWEEN THE PARTIES HERETO INCLUDING FORMAL RATIFICATION OF THE TERMS HEREIN BY THE GOVERNING BODY OF THE BOARD AND BY THE UNION.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

PURPOSE

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstanding 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 wages, hours, and 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.

Table of Contents
Classified Contract 2014-2017

Article 1, Recognition.....4
Article 2, Definitions.....5
Article 3, Negotiations Procedures.....7
Article 4, Grievance Procedure.....9
Article 5, Employee Rights.....13
Article 6, Union Rights.....16
Article 7, Management Rights.....20
Article 8, Impact Bargaining and No Strike.....21
Article 9, Working Conditions.....22
Article 10, Evaluation/Discipline.....35
Article 11, Personnel Records.....39
Article 12, Reduction In Personnel.....40
Article 13, Vacancies, Promotions and Transfers.....42
Article 14, Political Activity.....45
Article 15, School Advisory Council.....47
Article 16, Professional Opportunities Program.....48
Article 17, Conformity To Law.....49
Article 18, Miscellaneous.....50
Article 19, Employee Workday.....51
Article 20, Leave of Absence.....53
Article 21, Employee Work Year.....62
Article 22, Employee Paydates63
Article 23, Insurance and Compensation64
Article 24, Term of Agreement67
Appendix "A" Professional Opportunities Program68
Appendix "B" Classified Personnel Salary Schedule69
Appendix "C" Memoranda of Understanding73

Article 1 – Recognition

- A. The Union recognizes the Board as the public employer of the classified employees and agrees to negotiate only with the Board through the Superintendent or his/her designee.

- B. The Board recognizes the Union as the sole exclusive bargaining agent for the bargaining unit of employees whether under contract or on approved leave or on the job pending official action of the Board, all as certified by the Public Employees Relations Commission in Case No. 8H-RC-744-1022, CERTIFICATION NO. 44, CERTIFICATION OF REPRESENTATIVE FOLLOWING ELECTION AND ORDER TO NEGOTIATE, issued by the Florida Public Employees Relation Commission on the twenty-fifth day of April, 1975. The right shall not be granted to any other employee or professional organization.

- C. Such representation shall include all instructional employees and exclude all administrative, confidential, and classified employees.

Article 2 – Definitions

- A. The term “employee” will refer to all persons eligible to be in the recognized bargaining unit.
- B. The term “days” will mean employee workday. A workday will be the equivalent to the number of hours, excluding overtime, for which an employee receives compensation.
- C. The term “parties” when used in this Agreement shall refer to the Union and the Board.
- D. The term “supervisor” shall mean any administrator or supervisor, or their designee, appointed by the School Board, or designated by the Superintendent, to supervise a work center.
- E. The term “grievant” shall mean employee or group of employees.
- F. The term “grievance” shall be a violation of a provision of this Agreement.
- G. The term “work week” for the employee for the purpose of computing overtime will be 12:01 A.M. Monday to 12:00 P.M. midnight Sunday.
- H. The term “seniority” shall mean total service in any classified bargaining unit position with the District School Board of Putnam County. Where total service is equal, continuous service will be the determining factor. Any Board approved leave in excess of twelve (12) weeks will not count as service with the employer for seniority purposes, but seniority will recalculate upon return to service. Employees whose seniority dates are the same will have their seniority rank determined by a drawing with a union representative present.
- I. The term “experience” will mean documented job-related experience and will be credited for the purpose of salary. Experience will not impact seniority.
- J. The term “paraprofessional” will mean any classified employee who provides services to students while working under the direct supervision of or assisting a certified instructor or administrator who is responsible for the program design and assessment of student progress.
- K. The term “accrued time” will mean time earned by an employee in a preapproved activity that occurs beyond the contract hours. Such time must be approved in advance and established by the site supervisor and may not be an activity for which the employee receives a supplement or other form of compensation. Each site will develop a method for tracking such time. Accrued time may be used in lieu of or in combination with sick or personal leave and must be used within a calendar year from the date

Article 2 – Definitions

earned. Use of accrued time must be approved by the site supervisor. Accrued time is nontransferable and may not exceed 80 hours per calendar year.

Article 3 – Negotiations Procedures

- A. In any negotiations described in this Agreement, neither party shall have control over the selection of the negotiating representatives of the other party. Negotiating sessions will be held at mutually agreed dates and times. The date and time of the next session will be agreed upon as the last item discussed in each meeting. Meetings will be normally held in the Campbell Administrative Building and will not exceed four (4) hours in length, except by mutual agreement. All negotiation sessions are open to the public. The Union or the Board may utilize tape recorders during negotiations.
- B. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements will be signed by representatives designated by each party. There will be four (4) signed copies of any final agreement. Two (2) copies will be retained by the Board and two (2) copies by the Union.

It is recognized that no agreement between the parties will be final until signed by the chief executive officer and ratified by a majority of the teachers voting, as outlined by the Florida Statutes and subject to any revisions or amendments thereto.

- C. The Board will provide the Union with one copy of each of the following: current scatter-gram of Federal Program teachers and all other teachers; the rank and years of experience for all teachers; the number of teachers dropped and/or added during the previous year; and available budgeting information.
- D. During negotiating sessions, either party may caucus privately upon request. Effort will be made by each party to limit the length of its caucuses to thirty (30) minutes or a time agreeable to both parties.

During negotiations at the Putnam County Schools District Office building, duplicating facilities will be provided to the Union at no cost to prepare materials to be used exclusively during the negotiation sessions.

A caucus room and a laptop computer with software may be checked out of the Media Department, and access to a telephone shall be provided.

These provisions will not be subject to grievance should electrical or mechanical problems occur over which the Board has no control.

Article 3 – Negotiations Procedures cont.

- E. During the course of any negotiations described in the Article, the parties mutually pledge that such negotiations will be conducted in good faith. If either party determines that further negotiations seem impossible of producing a satisfactory agreement, then either party may invoke the impasse machinery that is provided in the law.

- F. Negotiations may be reopened during the life of this Agreement and prior to negotiations for a successor agreement, only by mutual agreement of the parties. In the event of such agreement, the parties agree to cooperate in arranging meetings, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- G. If either party desires to modify or amend this Agreement, a written notice must be submitted to the other party prior to March 1, of the year in which the Agreement expires. If such notice is given, negotiations for a successor agreement shall be initiated on or before June 1st.

Article 4 – Grievance Procedure

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to violations of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as is appropriate.
- B. Any employee will have the right to request representation by the Union at any step of the grievance procedure. No grievant may be required to discuss any grievance if the Union representative is not present. Nothing in the Article will be construed to prevent any employee from presenting his own grievance, provided the Union has been given the first right of refusal to process the grievance. The Union will be given the opportunity to be present at any meeting calling for the resolution of a grievance.
- C. A Grievant will not be represented by a representative of any other teacher organization.
- D. Grievances will be processed as rapidly as is possible to obtain full facts on which to base sound judgement with the number of days indicated at each step to be considered as maximum. Time limits may be extended by mutual consent.
- E. All grievances will be filed in person with the appropriate principal or supervisor within ten (10) working days of the incident or they will not be considered. Copies of the principal's or supervisor's decision given at any step beyond step one will be provided to the Union.
 - 1. Within ten (10) working days of the time a violation occurs, the grievant will present the grievance to his/her supervisor during non-pupil contact time. Within ten (10) working days after presentation of the grievance, the supervisor will give his/her answer to the grievant.
 - 2. If the grievance is not resolved in Step One (1), the grievant may submit to the supervisor a signed, written statement of grievance within ten (10) working days after receipt of the supervisor's answer.

The statement of grievance will name the grievant(s), state the facts giving rise to the grievance, identify by reference the section of the Agreement that has been violated, state the contention of the grievant with respect to these provisions, indicate the relief requested, and will be dated and signed by the grievant or grievants. The supervisor will give the grievant a signed answer in writing no later than ten (10) working days after receipt of the written grievance.

Article 4 – Grievance Procedure cont.

3. In the event that the decision of the supervisor is not acceptable, the grievant may within ten (10) working days appeal the grievance to the superintendent or his designee. The grievant, and his/her or their representative(s) may meet with the superintendent or his designee within a reasonable time, not to exceed ten (10) days in an attempt to resolve the matter. The superintendent or his designee will give an answer in writing within ten (10) working days from the time of the meeting.
4. If the grievance is not resolved in Step Three (3), the grievant may, within ten (10) working days of receipt of the written decision of the superintendent express a desire for a grievance report. At this time, the grievant and the superintendent or their designees will appoint two (2) residents of Putnam County to a grievance panel, hereinafter called the "Panel". Within three (3) days, these four (4) residents will then appoint a fifth member who will act as chairperson of the Panel. In no event will a member of the Panel be a party to the grievance, an employee of the Board, a member or an employee of the Union, or a relative of either of the parties of the grievance.

Within ten (10) working days of his/her appointment, the Panel Chairperson will convene the panel and collect information from those parties involved in the grievance. Five (5) days notice of the meeting date will be furnished by the chairperson to the involved parties. The Panel will have ten (10) days from the meeting to present a report of its decision to the involved parties.

5. If a satisfactory disposition of the grievance is not made as a result of the procedure provided in Step Four (4), the grievant will have the right to appeal the dispute to an impartial arbitrator in accordance with the rules of the American Arbitration Association. Such appeal must be taken within ten (10) days from the written response in Step Four ((4).
- F. The arbitrator will have no power to alter, add to, subtract from, disregard, or modify any of the terms of this Agreement. He/she shall have no power to rule on any of the following:
1. Failure to re-employ any annual contract employee
 2. The failure to reassign an employee to an extra-curricular position
- G. The arbitrator's own powers will be limited to deciding whether the express articles or sections of this Agreement have been violated; and, he/she shall not thereby mandate

Article 4 – Grievance Procedure cont.

continuing obligations or policy changes beyond the remedy for the individual grievant or affecting conditions prior to or beyond the life of this Agreement.

- H. If the question of arbitrability is raised by the Board, the question will be answered by the arbitrator.
- I. The arbitrator's decision will be in writing and will set forth findings of facts, reasoning and conclusions on the issue submitted. The decision of the arbitrator will be final and binding on the grievant and on the Board.
- J. The fees and expenses of the arbitrator will be borne by the party who is determined to be at fault in the grievance and against whom the arbitrator's decision is rendered. Any other costs will be borne by those who unilaterally incur them.
- K. Grievance hearings at all stages will be held, insofar as possible during non-pupil contact hours. When such hearings and conferences are held at the option of the administration, during school hours, any teacher whose presence is required will be excused, with pay, for this purpose, including any required travel time.
- L. All claims for back wages will be limited to the amount of wages that the employee would otherwise have earned. No decision in any one case will require a retroactive wage adjustment in any other case.
- M. Neither the Board nor the grievant will be permitted to assert at any stage beyond Step Two (2), any grounds or evidence not previously disclosed to the other party, and no evidence or claim may be introduced in arbitration, which was not introduced in the previous stages of the grievance.
- N. In the event a grievance is filed so late in the school year that adherence to the time limits may result in hardship to any party, the Board will use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Grievances filed prior to the expiration of this Agreement may be processed to the appropriate level of this procedure.
- O. Nothing in this contract will preclude the withdrawal of a grievance at any point in the process by the grievant.

Article 4 – Grievance Procedure cont.

- P. An employee will not be subject to discrimination, discipline, or reprisal based upon the employee's initiating, processing or participating in any way in the grievance procedure. Records of grievance will be placed in the permanent file of the grievant.

Article 5 – Employee Rights

- A. The Board and the Union hereby agree that every employee shall have the right to freely organize, join, and support the Union. The Board and the Union undertake and agree that they will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by this Agreement, laws of Florida, the Constitution of Florida, or the Constitution of the United States and that there will be no discrimination against any teacher with respect to wages, hours, or any terms of conditions of employment.
- B. The provisions of the Agreement will be applied by the Union and the Board without regard to race, creed, color, religion, national origin, age, sex, or marital status as these provision conform to State and Federal Law.
- C. Nothing contained herein will be construed to deny or restrict any employee of any rights he/she may have under the Florida School Laws or other applicable laws and regulations. The rights granted to employees hereunder will be deemed to be in addition to those provided elsewhere.
- D. Administrators will not knowingly reprimand employees in the presence of other employees (not including administrators), students, and/or parents.
- E. Employees who work overtime (more than forty (40) hours during a workweek), must be paid at one and one-half times their regular hourly rate for hours worked in excess of forty (40) hours. Compensation beyond forty (40) hours may be in the form of accrued time at a comparable rate if mutually agreed upon by the employer and the employee.
- F. Employees who have children in Putnam County Schools will be released for parent/employee conferences at the child's school not to exceed two (2) times during any one grading period. This release time will be mutually arranged with the employee's principal and if no student contact time is lost, the employee will not be required to make up this time and no personal leave will be charged. As any other public school parent, employees will have the right to discuss with principals the placement of their child in specific programs or classes and such input will be given due consideration.
- G. Except in the case of an emergency, employees will receive twenty-four (24) hours notice of any school or department related meetings.

Article 5 – Employee Rights cont.

- H. Employees have the right to provide relevant input, make constructive suggestions, and/or ask pertinent questions during faculty or department meetings.
- I. If an employee needs clarification regarding a directive from his/her principal or supervisor, he/she may request clarification in writing and the principal or supervisor will respond within three (3) working days.
- J. Upon request, a referring employee will receive a copy of student disciplinary referrals indicating what disciplinary action was taken when the employee has furnished the principal or his/her designee with full particulars on the problem or incident in writing.
- K. Under the direction of the principal or supervisor, employees will endeavor to see that textbooks, equipment, funds and supplies are not damaged or stolen. Employees who exercise reasonable and prudent control over said materials will not be required to pay for any damages or losses, which may occur, by the actions of other persons.
- L. The private and personal life of an employee is not the appropriate concern of the Board unless it reduces his/her effectiveness as an employee.
- M. When an employee is involved in circumstances which will result in a written warning, verbal or written reprimand, or a recommendation for suspension, the employee who is a member of the Association may have Union representation present at the conference between and administrator and the employee which relates to the matter. The employee will be given prior notice as to the nature of the meeting and advised of the right for union representation. The employee will have the right to postpone the conference until representation is available. Except in cases of emergency, it is the employee's responsibility to have a representative present within three (3) working days.
- N. Unless required by law, after initial employment, all physical examinations required for continued employment, will be provided by the Board, except as specifically amended in other portions of this agreement.
- O. The Board or its representatives, upon any complaint by a parent, or student directed toward an employee may investigate the problem. Any complaint regarding an employee made to the administration by any parents, student, or other person which is considered in a written evaluation of an employee's performance or which results in

Article 5 – Employee Rights cont.

disciplinary action will be called to his/her attention. Such notice will include the alleged cause giving rise to the investigation. No anonymous complaint will be considered in an employee evaluation or be the basis of any disciplinary action unless such claim(s) have been substantiated by factual evidence.

- P. The Board will upon written authorization from the employee deduct from the salary of any employee and make appropriate remittance to approved financial institutions payments for insurance, annuities, Association dues or similar programs of economic services approved by the Board.
- Q. Employees will not be required to attend meetings for commercial demonstrations, which are directed to personal sales to employees. Solicitation by sales personnel in the school or worksite will not be permitted during the workday. Employee mailboxes will not be used for solicitation for distributing incentives or brochures by non-educational entities.
- R. Should any member of the bargaining unit choose to move to a position outside the bargaining unit, he/she will be guaranteed the right to return to his/her former status, i.e., position but not necessarily the same location, within six (6) months of the effective date of the new non bargaining unit appointment at either the request of the employee or at the direction of the principal/supervisor.

Article 6 – Union Rights

- A. The Union will have the right to post official notices of activities and matters of Union concern on appropriate and specifically assigned bulletin boards. In those schools where there already exists more than one bulletin board, the Union representative and building principal bilaterally choose the Union's bulletin board. In those schools where there exists only one bulletin board, the Union will furnish a bulletin board, which will remain Union property and place it in a location approved by the principal and the Union.
- B. The Union will have the right to use employee mailboxes and will be provided a mailbox at the Campbell Administration Building.
- C. Duly authorized representatives of the Union will be permitted to transact official Union business with individual employees on school property provided that this will not interfere with or disrupt student contact time or other specifically assigned duties of teachers, other than individual planning time. Such representative will register his or her presence in the office.
- D. Union officers or their designees may use personal leave, with or without pay, when a request is made in advance, for Union business including attendance at School Board meetings.
- E. The Union and its authorized representatives will have the right to request and be granted the use of school buildings for meetings before or after the teacher work day, when such space is available. Requests will be made through the building principal, using the form provided for group application for such use. Such formal approval will not be required when special arrangements such as use of auditorium, library or cafeteria, extra custodial or extended school closing are not needed. In this event, informal arrangements will be made with the building principal.
- F. The Union may inspect, examine or copy, at reasonable times and under the supervision of the Superintendent, or his designee, any public records which are not deemed by law to be confidential or which are prohibited from being inspected by the public whether provided by general or special acts of the legislature or which may hereafter be so provided. Copies may be executed by the Union at no cost to the Union. If the Union requests mechanical reproduction then the cost will be fifteen (15) cents per single-sided page with an additional five (5) cents for two-sided pages to be paid by the Union. When research is required to produce the material to be copied a charge of thirty (30) cents per page will be made.

Article 6 – Union Rights cont.

- G. Payroll deduction for membership dues will be available to Union members who request this service in writing. Such deductions will automatically be renewed unless written cancellation is received. Authorization for deduction of dues will be submitted on a form to be mutually agreed upon by the Board and the Union. These dues will be deducted from the teacher's salary checks in equal installments.

Amounts withheld will be remitted to the Union in a lump sum as soon as possible but not later than fifteen (15) days after the employee payday.

Payroll deductions for Union membership dues may be terminated by the employee with thirty (30) days' notice upon submission of the form provided for this purpose.

- H. The Union has the right to request and be placed on all School Board agendas with thirteen (13) calendar days' advance notice. When such request is not made, the Union will be permitted to appear as a delegation with the same time privileges as other organizations or groups. The Superintendent will notify the Association of date, place, and hour of all Board Meetings and provide the Association with a complete agenda and supporting data no later than the Friday morning prior to all regular meetings. The Association will be notified of any incomplete or further anticipated agenda items. Any materials absent from the package will be provided to the Association upon release to the School Board. Completed committee reports sent to the Board will be available to the Association. The Association will have the right to present its position on said reports prior to the Board's action.
- I. All organizational rights included in this Agreement will be granted exclusively to the Union, unless otherwise specified in this Agreement.
- J. The Union President will receive through the Union mailbox, agendas, minutes, and other materials that are distributed to the public.
- K. The Union may use the county school truck mail system subject to the same procedure and handling restrictions as others using the system. The Board will be held harmless from any loss or liability related to the shipment of material.
- L. Nothing contained herein will be construed to deny or restrict the Union of any rights it may have under the Florida Statutes or other applicable laws and regulations. The rights granted herein will be deemed to be in addition to those provided elsewhere.

Article 6 – Union Rights cont.

- M. The Union will be permitted to use up to a total of twenty-five (25) days annually, to be charged to Union Leave, with pay but without travel and per diem to allow designated Union members to transact Union business. Such use of Union Leave will require the recommendation of the Union President, five (5) days advanced notice to the Superintendent and approval of the Board. The cost of substitutes will be borne by the Union and reimbursed to the Board.
- N. One (1) teacher designated by the Union will upon request be granted a leave of absence for a period of up to two (2) years at a time for the purpose of engaging in Union activity.
- O. By October 15th of each year, the Board will provide the Union with a list of all employees. This list will include the name, job site, job classification or title and home address.
- P. The Union representative(s) will be given an opportunity at each building faculty meeting to present brief reports and announcements. No discussion may be held about these reports at the faculty meeting. It will be the Union representative's responsibility to notify the principal or his/her designee in person at least one hour in advance of the meeting.
- Q. The Union will provide to the Superintendent in writing by the first day of October each year a list of teachers interested in volunteering to serve on committees.
- R. The Union will be given the opportunity to provide by January 15th, written input to the Board regarding the annual school calendar.
- S. The Putnam County District School Board and the Putnam Federation of Teachers/United will have the right to enter into a "Memorandum of Understanding" when at the request of a majority of affected employees at a particular site any policy will deviate from contract language. This agreement will be enacted only after a written description of the changes and the language that will be violated have been submitted to the School Board or its designated agent and the Executive Board of Putnam Federation of Teachers/United. These parties will then consider the request. Any such memorandum will be reviewed annually and subject to recession at that time.

Article 6 – Union Rights cont.

- T. The Board will provide up to three (3) payroll deduction slots to be used for union-designated economic services. There shall be a minimum twenty-five (25) employees requesting the services for a slot to be created. Subject to normal office check-in requirements and Administrative approval, Representatives of the Union may meet with members regarding these economic services. Approval will not be unreasonably withheld.

Article 7 – Management Rights

- A. It is the right of the Board to determine unilaterally the organization, structure, mission, goals, objectives and purpose of the district and the constituent units thereof; to set standards of services to be offered to the public, and exercise control and discretion over all operations of the school district.
- B. Nothing contained herein will be considered to deny or restrict the Board or the Superintendent of their rights, responsibilities, and authority under the Florida School Laws, State Board of Education Regulations, School Board Policies, or any other laws or regulations. Except as specifically stated in this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- C. The matters contained in this Agreement and/or the exercises of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.
- D. It will also be the sole right of the Board to hire all employees and subject to the provision of law to determine their qualifications and conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion for just cause, and to promote and transfer all such employees.
- E. Officials of the Board will retain the right, in accordance with applicable laws, regulations, and School Board Policies to take whatever actions may be necessary to carry out the responsibilities of the Board in situations of emergency so long as they do not endanger teachers' lives. These emergency rights and responsibilities are exempt from any grievance and negotiation.

Article 8 – Impact Bargaining and No Strike

A. Impact Bargaining

1. The Board agrees that it will not implement any policy affecting terms and conditions of employment, which is inconsistent with this Agreement. The Board will negotiate any proposed new policy affecting terms and conditions of employment with the Union prior to its implementation.

B. No Strike

1. The Union recognizes Florida State Statute 447.505 concerning strikes and its definition as outlined in 447.203, paragraph six (6).
2. Any and all damages, injuries, or expenses incurred or suffered in the violation of this Article will be borne by the party deemed responsible through the Public Employees Relations commission.

Article 9 – Working Conditions

A. GENERAL CONDITIONS

1. Rest Periods and Lunch

- a. Employees who are scheduled to work four (4) hours will be granted a fifteen (15) minute break period. Employees who work an additional four (4) hours per day will be granted an additional fifteen (15) minute break period. These break periods will not apply to bus drivers except those that work as aides or lunchroom workers in the system in addition to their regular bus driver's schedule. The break or rest period will be scheduled by the supervisor and whenever possible will occur near the middle of the shift. The Supervisor or Principal, however, may vary the scheduling of such rest periods, when, in his/her opinion, the demands of the work require such a variance.
- b. Employees who work directly with students will be provided breaks as permitted by their duties.
- c. Employees earning breaks may not combine such breaks to gain early dismissal or release time.
- d. Employees who work six (6) or more continuous hours inclusive of breaks or rest periods will be scheduled for a meal break of at least thirty (30) minutes.
- e. When available, the Board will provide a room or private area for use of employees during their lunch and break times.
- f. Effective July 1, 2011, all uses of tobacco products in any form are prohibited at all times at any District-owned facility or in any District-owned vehicle. From July 1, 2011 forward, Putnam County Schools will be a tobacco-free district. In light of this, the Board agrees to provide a Board approved tobacco cessation program to all interested employees at no employee expense.

2. Health and Safety

- a. It is the Board's intention to provide, as far as practically feasible, safe and healthful working conditions for its employees. No employee will be asked to work under less than safe conditions. This includes but is not limited to, securing buildings during evening shifts and providing lighting until all employees have

Article 9 – Working Conditions

exited the building. No employee will be asked to perform his/her tasks under less than healthful conditions. This includes, but is not limited to, providing adequate ventilation, air conditioning, and heating.

- b. The Board will endeavor to ensure the safety and health of employees by attempting to comply with local, state and federal health and safety standards. The Board will provide to employees Hepatitis “B” vaccinations. Employees who decline the Hepatitis “B” vaccine will sign a waiver using the wording on a form to be provided by the Board.
- c. The Board will endeavor to ensure the safety of employees and compliance by them with health and safety rules through a program of training and employee discipline that enforces safe working conditions.
- d. The Board will provide notification to an employee who may be exposed to an unsafe or unhealthy working condition when the Board is aware of such conditions.
- e. No employee will be required to perform work that may be dangerous if it violates Board policy or local, state or federal health and safety laws.
- f. If an employee feels that a job is unhealthy or unsafe, he/she should discuss the particular unsafe or unhealthy condition with the principal or supervisor prior to engaging in unsafe activity.
- g. Any case of assault/battery upon an employee while on duty will be reported promptly to the principal/supervisor by that employee or any other employee observing or having knowledge of the assault. In cases involving assault by a student upon an employee, and where criminal or juvenile charges are filed, the Board will advise the employee of his rights and obligations with handling of the incident by Law Enforcement and Judicial authorities. An employee will not be subject to discrimination, discipline, or reprisal, for initiating or participating in filing a report with law enforcement. The principal will report as soon as possible, but within twenty-four (24) hours, to the Superintendent that an assault upon an employee has been reported to him/her.

Article 9 – Working Conditions cont.

- h. Any employee may file a report with Law Enforcement when any parent or other person not subject to the discipline of the school commits any crime against any employee.
 - i. If any employee is complained against, or sued, as a result of an action taken by the employee as a legitimate part of his/her regular responsibilities while acting in the scope of employment, and in such instances where the interests of the employee and the Board are not adverse the Board will provide legal counsel of its choosing.
 - j. For the purpose of promoting employee wellness and health, employees will be granted access to district facilities and equipment within the normal hours of operation of the facility, beyond the student contact day, and when not in conflict with scheduled activities. Personal use of District facilities will be at the employee's own risk.
 - k. Except in an emergency situation, should the Board or its agents determine that any changes in working conditions is necessary for the effective and efficient operation of the district, notification will be given to the Union and the affected employees at least ten (10) days prior to implementing such change.
 - l. Should a student be formally charged with a felony or an act that would be classified as a felony if he/she were an adult, immediate notification is required of the student's bus driver, classroom teacher, and any other school personnel whose assigned duties include direct supervision of the student.
3. Resolution of disputes – Any disagreement or dispute relating to safety and/or health, which cannot be resolved, will be subject to the grievance procedures.
4. Contracting Out – The Board reserves the right to contract for services.
5. Substitutes – Substitutes who work in this system may be allowed to count up to forty-five (45) days work during the previous twelve (12) months towards the ninety (90) days probationary period. This provision can only be considered if the person working as a substitute applies for and is hired for a job for which he/she was serving as a substitute and under the same supervisor.

Article 9 – Working Conditions cont.

6. Appearance – When uniforms are not required, Board employees will dress appropriately for the job task to which they are assigned. Employees are expected to be neat and clean in their dress and to uphold a high standard for student emulation. When uniforms are provided, Board employees will wear them for all regular duty hours as well as any other official functions as designated by their supervisor.
7. An employee called back to work will receive a minimum of two (2) hours pay. Unless an emergency exists, all overtime will be on a voluntary basis. Overtime may be compensated in the form of accrued time or overtime pay at a 1.5 to 1 ratio (see Article 5, paragraph E).
8. The Board will endeavor to provide the necessary tools and equipment to fulfill job assignments when budgets and conditions permit. Employees are expected to use all due care and caution with the use of Board tools and equipment so as not to cause a danger to others, themselves or Board-owned equipment, tools or property. Violation of this clause may lead to immediate suspension or dismissal and is not subject to the grievance procedure.
9. Childcare programs for children of employees are encouraged at the school/work locations where feasible, determining factor being, sufficient number of children to pay all costs involved and the availability of space. See Child Care Guidelines for implementation procedures.
10. Employees will follow school site procedure when disciplining children.
11. Each new employee will have a conference with his/her immediate supervisor to receive an explanation of his/her job and its responsibilities and the proper way to carry out those responsibilities within twenty (20) days of employment. This article may be satisfied by group meetings of new employees.
12. Employees who are injured or ill should not return to work until their doctor certifies, in writing, that they are capable of fulfilling their duties as normally expected.

Article 9 – Working Conditions cont.

13. Any employee fulfilling the duties of someone at a higher pay grade for more than six (6) continuous and consecutive days, will receive compensation of the higher pay grade at the higher pay rate, such pay will be retroactive.
14. Shift Differential – Any employee whose eight (8) hour workday ends after 10:00 p.m. will receive twenty-five cents (\$.25) per hour increment in pay over and above the normal rates of pay.
15. In order to assure optimum employee performance and thereby optimum student performance, the District School Board of Putnam County and the Putnam Federation of Teachers/United have agreed to make available to all personnel various professional development opportunities through the joint implementation of the Effective Research and Dissemination Program. See guidelines pertaining to this program.
16. Any employee who performs extra duties directly related to or an extension of his/her normal assignment will be paid at his/her regular rate of pay.
17. Upon completion of a minimum of five (5) years of continuous successful employment with no break in service with the PCDS, the District agrees to pay any costs associated with fingerprinting or background checks required by statute.
18. Except as specifically amended in other portions of this agreement, (i.e., Article 9. B. Working Conditions, 1. Bus Drivers and 2. Food Service Workers) summer program assignments will be considered on the basis of skills/special qualifications, staffing needs, seniority, and evaluations of the permanent full-time employees applying from that worksite. Should no qualified applicants appear, applicants from other sites may be screened using the same priority criteria.
19. Should an employee's shift be split between sites, travel time will be included in compensated hours and mileage will be reimbursed at the District rate except when transportation is provided by the District.
20. All bargaining unit employees impacted by a reduction in the length of their contract year will receive written notification via a personal letter mailed not later than October 15 during the year preceding the change in contract status. Should a position merit additional time, it will be the responsibility of the site supervisor to request additional days and compensation for the affected employee. This will be viewed as a request to the District Management team and given consideration that will require Board approval. The employee will be compensated at his/her daily rate of pay. Employees impacted by a reduction in the length of their contract who have

Article 9 – Working Conditions cont.

unused vacation leave will be allowed to choose from any combination of the following options:

- a. Up to sixty (60) days may be maintained for payout upon retirement
- b. Unused time may be rolled to an investment account
- c. Unused time may be banked in case of a return to twelve (12) month contract status.

B. WORKING CONDITIONS

1. Bus Drivers

- a. A driver's day will be as designated by his/her route coordinator or director.

One-Half (1/2) hour per day will be provided for normal bus maintenance and record-keeping. This time includes pre and post trip inspections, fueling and filling out reports and forms as needed. This time should also be used to keep the buses as neat and as clean as possible. All regular bus drivers will be paid according to the schedule below to clean their assigned bus inside and out.

All drivers will indicate no later than the last day of pre-planning their intent to clean their own bus. Should a driver choose not to clean his/her bus, the hours will be posted as "extra duty" in the appropriate compound. The assignment of such duty will follow the language as specified in Article 9, paragraph B.1.r.

Any transportation employee will be paid per bus at their regular rate of pay according to the following

- * 3.5 hours per ESE bus
- * 4.0 hours per 65 passenger bus
- * 4.5 hours per 77 passenger bus

Article 9 – Working Conditions cont.

- b. Drivers who work during FTE period will receive up to two (2) hours additional pay per week, for up to four (4) weeks per year to compensate them for extra duties performed. These hours will not be considered overtime hours and will be paid at the driver's regular pay rate
- c. Drivers will be provided a maximum of four (4) hours to complete physicals and dexterity tests. Drivers will be provided up two (2) hours to complete each random drug test they are asked to perform. Timesheets must reflect actual time used for all tests.
- d. All drivers will receive and are expected to attend eight (8) hours of training prior to each school year. Drivers required to attend more than eight (8) hours will receive their regular rate of pay.
- e. All regular bus drivers will work a minimum of five (5) hours a day.
- f. Drivers are expected to understand and adhere to the rules of Putnam County and the State of Florida as provided in the School Bus Driver's Handbook, Field Trip Regulations and Preparation, and other applicable state publications.
- g. Routes – Primary

It is the responsibility of the route coordinator at each compound to establish and assign times to routes. Should questions arise concerning the time allotted to a route, the coordinator will accompany the driver on a run in order to verify or retime the route. Routes will be posted when a new route is created or a driver resigns. The posting will be in all compounds for a period of three (3) days. Should the route remain unfilled, it will go to the most senior substitute driver who applies.

- h. Route – Supplementary
 - i. Shuttles – Shuttle routes will be incorporated into the routes of drivers who are driving less than five (5) hours for which they are being paid whenever possible. Such assignments may be split between drivers with one driver doing the morning shuttle and another doing the afternoon shuttle when there will be more than a thirty (30) minute layover. When the above

Article 9 – Working Conditions cont.

procedure is not feasible, the shuttle will be assigned based on seniority. Any time over the five (5) hour minimum will be compensated at the driver's hourly rate of pay until the driver exceeds the limitations of the wage and hour laws (i.e., more than eight (8) hours per day or more than forty (40) hours per week).

- ii. Extra-Curricular/Field Trips/In-Town Day Trips – Drivers of all extra-curricular trips will be assigned by the Transportation Services Department. Regular drivers will be given the opportunity to drive all trips. These trips will be assigned on a rotational basis by seniority according to the area. If none of the regular drivers want the trips and in cases of emergency, the trips may be assigned to other qualified drivers. A regular driver will drive extra-curricular trips, at their daily rate of pay; if the driver's work week exceeds forty (40) hours, time and a half will be paid. Field trips will be governed by the language in the "Field Trip Regulation and Preparation" handbook.
- III. As stated in the handbook, when a driver receives three (3) "no's", his/her name will be removed from the roster. If a driver is employed outside the transportation department and has a letter on file stating his/her other job responsibilities interfere with acceptance of the particular assignment, the driver will not be given a "no".
- iv. When traveling on extra-curricular trips, bus drivers will be paid their regular hourly rate. If the trip requires an overnight stay, a driver will be paid the regular hourly rate for driving or duty time as a bus driver. If a room is not provided by the user group, the driver will be reimbursed up to \$50.00 per night. After thirty-six (36) hours, the driver will be compensated for meals according to Putnam County District School Board Policy.
- i. All physical examinations required by the District for all regular bus drivers, and other Putnam County employees who must be assigned bus driving duties, will be paid for by the Board according to the following conditions. Employees, who use doctors other than those at an approved medical clinic that will bill the Board directly for a cost less than the reimbursable amount, will be reimbursed up to \$60.00 per physical. A paid receipt will be required from the doctor. To be effective as of July 1, 2014.
- j. All buses will be equipped with video camera surveillance for the purpose of student safety and observation. Upon request, complaint or concern, videos will be viewed. Prior to reviewing the video, the employee will be notified. Employee issues observed may be addressed and discipline may follow.

Article 9 – Working Conditions cont.

- k. Summer employment will be assigned to regular bus drivers and bus attendants who apply. Assignment will be done on a rotational basis. The priority criteria to determine employment will be:
 - i. The number of years since the last summer employment including but not exceeding the previous three years.
 - ii. Total area seniority

First-time applicants for summer employment will use their date of hire as the last summer employment date.
 - iii. Drivers and Attendants will work a minimum of four (4) hours per day at their regular rate of pay.
- l. Extra-curricular trips for summer school: All trips that can be completed between runs will be assigned to the drivers and attendants employed for summer school. Trips that interfere with a driver's or attendant's regular route will be offered by seniority on a rotational basis to all other applicants. If no other applicants are available or do not accept the trip, it may be assigned by the Transportation Department.
- m. The Principal or the Principal's designee will consider the recommendation for discipline made by a bus driver when making a decision regarding students referred for discipline. Recommendations by the referring employee will be written in the comments areas on the Discipline Referral form. The referring employee will receive a copy of the referral in a timely manner indicating the disciplinary action taken. In accordance with FS 1003.31 and 1006.10, each district school board, each district superintendent, and each school principal shall support the authority of school bus drivers to remove disobedient, violent, abusive, uncontrollable or disruptive students from the school bus and, when appropriate and available, place such student in an alternative setting.
- n. Disciplinary actions, including suspension of students from riding on school district-owned school buses will be subject to School Board policy and procedures.
- o. The school bus driver will have the authority to control students during the time students are on the school bus, but will not have such authority when students are waiting at the school bus stop or when students are en route to or from the school bus stop except when the bus is present at the bus stop.

Article 9 – Working Conditions cont.

- p. Bus drivers will not be required to operate a bus under conditions in which one or more students pose a clear and present danger to the safety of the driver or other students or the safety of the bus while in operation. The School District will have measures in place designed to protect the bus driver from threats or physical injury from students.
 - q. Drivers who are employed, as Transportation Safety Instructors will be paid at their regular rate of pay.
 - r. Extra Duties
 - i. Extra duties are defined as those activities in excess of what may be reasonably accomplished with existing staff within guaranteed contract hours and may include, but are not limited to, inside/outside cleaning, fueling, after-school activity planning, bus washing, trip coordination, and office assistance.
 - ii. Extra duties will be posted within each compound and assigned to the most senior applicant. Seniority will be job unit or classification related and effective from the date of employment in that position. Such posting will include a list of duties and performance expectations as well as the hours associated with the position. Under no circumstances will an employee be allowed to accrue overtime through the performance of extra duties.
 - iii. The coordinator will evaluate the performance of the employee and if the performance is found insufficient, the position will be offered to the next most senior applicant. If an employee is removed from an extra duty assignment, it will not reflect on the employee's primary duties.
2. Food Service Workers
- a. Food Service Workers will work the schedule assigned for them by their supervisor.
 - b. Where possible and when economically feasible, natural or mechanical ventilation will be provided in all school kitchens.

Article 9 – Working Conditions cont.

- c. Food Service Workers will be expected to wear the dress required of them and adhere to standards of neatness and cleanliness at all times.
 - d. Summer program assignments will be done on a rotational basis. The Board will make an effort to maximize the number of food service employees hired for the summer program. General Assistant positions will be filled from those who apply for summer employment in Food Service based upon seniority of permanent full-time Food Service employees within geographical areas (West, South, Palatka) of the county in which they are currently employed. In alternate years, employees will be hired on the basis of reverse seniority.
 - e. The Board will provide uniforms for all regular Food Service Workers.
 - f. Food Service Workers will be furnished up to 181 meals per year.
3. Paraprofessionals/Clerical/Secretarial
- a. Paraprofessionals may be assigned to tasks as needs arise by their supervisor or principal. Paraprofessionals must be appropriately trained for all tasks that may be assigned by their supervisor or principal including but not limited to reading programs, testing, electronic instruction, and any associated equipment.
 - b. On planning days, Paraprofessionals will receive a one (1) hour paid lunch period. Paraprofessionals may leave the campus during this period of time.
 - c. On days when Paraprofessionals serve as substitute teachers for more than half the day, they may leave work at the same time teachers are dismissed.
 - d. Paraprofessionals will work a regular eight (8) hour day, exclusive of lunch; however, Paraprofessionals may opt to work a regular seven and a half (7.5) hour day, exclusive of lunch, and will be scheduled for a thirty (30) minute duty-free lunch. Paraprofessionals may leave the campus during their lunch period.
 - e. Vacancies for Paraprofessional positions at a worksite will be filled internally when a Paraprofessional currently employed at the site requests reassignment and has satisfactory performance evaluations and appropriate skills for the position that exceed or are substantially equal to other applicants. Priority

Article 9 – Working Conditions cont.

criteria will be skills/special qualification, staffing needs and seniority. When two (2) or more Paraprofessionals at a site request reassignment to a vacant position and if they are substantially equal, the decision will be based on seniority. If the initial vacancy is filled internally, the resulting vacancy may be filled by reassignment of a current Paraprofessional or posted and filled by the selection of another applicant.

- f. Summer program assignments will be considered on the basis of skills/special qualifications, staffing needs, and seniority of the permanent full-time employees applying from that worksite. Should no qualified applicants appear, applicants from other sites may be screened using the same priority criteria.
- g. Paraprofessionals assigned to classroom duty will be offered when possible and approved by the principal, the opportunity to audit workshops and training programs provided by teachers. Paraprofessionals must be appropriately trained for all tasks that may be assigned by their supervisor or principal including but not limited to reading programs, testing, electronic instruction, and any associated equipment.
- h. Employees will not be required to perform invasive medical services that require special medical knowledge, nursing judgement and nursing assessment. Employees will be permitted to perform health-related services upon successful completion of child-specific training by a registered nurse, licensed practical nurse, or licensed physician. All procedures will be monitored periodically by the nurse.

4. Custodians

- a. All custodians will receive a schedule drafted by the principal, supervisor or their designee outlining their regular duties.

When circumstances require a temporary deviation from a regular schedule, including but limited to a change in assigned duties or a change in work location, that schedule will be modified by the supervisor, principal or their designee, to accommodate the loss of time from the regular schedule.

- b. When non-routine tasks are assigned that would normally be completed by personnel other than custodians, the custodian will not be negatively evaluated for the time spent on such tasks.

Article 9 – Working Conditions cont.

- c. When the supervisor or principal deems it necessary, substitutes for custodians absent for more than two (2) consecutive days will be chosen by the supervisor or principal, contacted and directed by the same.

5. Twelve Month Employees

- a. Twelve month employees will work twelve (12) months and be paid for all Board-approved paid holidays.
- b. At worksites that Data Entry Operators are not presently working twelve (12) months, operators will be paid for additional days they are required to work.

Article 10 – Evaluation/Discipline

A. Authority to Evaluate

1. Formal evaluations of employees will be completed and signed by the appropriate managerial person. The subsequent results will be handled in a confidential and professional manner.

B. Frequency

1. Employees will be evaluated once each school year. If requested in writing an additional evaluation will be completed. Final evaluations will occur no later than two (2) weeks prior to the end of the employee's contract, if possible.

C. Procedure

1. All evaluations of the work performance will be conducted with the knowledge of the employee being evaluated.

D. Performance

1. Any time a supervisor has a question or concern about an employee's performance, that concern should be communicated to the employee as soon as practically possible. Your attendance is part of the performance evaluation.

- E. The evaluation will be reviewed with the employee by his/her supervisor and/or evaluator. If the employee disagrees with any item of the evaluation, he/she may make a written response, which will become a part of his/her personnel file. If the employee disagrees with any assessment below "Effective", he/she will have the right to request documentation that substantiates the evaluator's assessment and to submit a written response that will become a part of his/her personnel file. This does not preclude the right to grieve a violation of the evaluation procedure as set forth in this agreement.

F. Probationary Employees

1. Any new employee will serve a ninety (90) day probationary period during which he/she may be terminated with or without progressive discipline. Upon successful completion of the ninety (90) day probationary period, the employee will be awarded annual contract status.
2. Rights of appeal or grievances as set forth in this agreement will be reserved for those employees who have completed their ninety (90) day probationary period.

Article 10 – Evaluation/Discipline cont.

G. Continuous Employment

1. An employee who completes the following requirements will be entitled to continuous employment status.
 - a. The employee must have completed three (3) successive years of service in the District including the ninety (90) day probationary period.
 - b. The employee must have been recommended by the Superintendent and re-appointed by the School Board based on successful performance of duties and demonstration of competence in the job assignment.
2. The continuous employment status will be effective at the beginning of the school fiscal year following the completion of all requirements.
3. The period of service provided herein may be extended to four (4) years when prescribed by the principal/supervisor and agreed to in writing by the employee.

H. Evaluation

1. When work performance deficiencies are alleged by the appropriate evaluator, which could lead to non-renewal, or a recommendation for dismissal, the employee will receive, in writing, the corrections needed, and a time line for the correction, to remedy the deficiency or problem.
2. An employee will sign the completed evaluation form. This signature does not mean agreement with the content, but is a record that the employee has in fact seen the evaluation.
 - a. An employee may write a rebuttal to the evaluation. This will be attached to the evaluation and placed in personnel records.
 - b. An employee will not be requested or required to sign a blank or incomplete form.
- I. Discipline, dismissal, or non-renewal of annual or continuous employees will remain a management right and should not be impaired by this Agreement.

Article 10 – Evaluation/Discipline cont.

- J. An employee holding continuous employment status may be non-renewed when the principal and/or supervisor charges the employee with unsatisfactory performance and follows the progressive discipline plan. Progressive discipline steps are as follows:

1. First Offense – Verbal Warning

The Supervisor shall document this conversation using the Verbal Reprimand form PCDSB C-11A. This document does not require the employee's signature and cannot be placed in the employee's personnel file. This document will become null and void within a calendar year from the date of occurrence if no other documented disciplinary matters have occurred.

2. Second Offense – Employee Conference: This document notifies the employee in writing of performance deficiencies which may result in written reprimand if not corrected within a specified time. The employee conference will be documented on an Employee Conference form PCDSB Form 1-C.

3. Third Offense – Written Reprimand

The written reprimand will be documented on the Record of Reprimand form PCDSB C-11B and include the NEAT procedure:

N = Notice of deficiencies

E = Explanation of deficiencies and suggestions for corrections

A = Assistance rendered to correct deficiencies

T = Time for alleged deficiencies to be corrected

The severity of the offense may justify skipping some of the progressive steps. Each disciplinary situation shall be assessed on an individual basis considering all pertinent factors. Disciplinary action shall be consistent throughout the District.

4. Failure to correct noted deficiencies will result in further disciplinary actions up to and including termination.
5. Each worksite will utilize the Peer Assistance and Review Program under "A" of the NEAT procedure. In order to assure the optimum performance of the District School Board of Putnam County, Florida and the Putnam Federation of Teachers /United have agreed to establish a Peer Assistance and Review Program for employees no

Article 10 – Evaluation/Discipline cont.

later than thirty (30) days after contract ratification. Under the program, participating employees will be advised and assisted by a qualified consulting individual in an effort to improve work ethics and job performance of the participating employees. The advising employee will provide consultation and coaching but at no point will be required to evaluate the referred employee. Procedures and implementation for the program are outlined in the guidelines.

- K. An employee may be suspended or dismissed at any time during the year when the following occurs:
 - 1. An employee's action constitutes a real and immediate danger to the District, or
 - 2. When charges are made based on just cause, or
 - 3. A program of progressive discipline has been followed which is:
 - a. Verbal reprimand, with notification of action placed in site file.
 - b. Employee Conference, with notification of action placed in site file.
 - c. Written Reprimand

- L. The final written evaluation will be completed for all annual contract personnel prior to April 1 and prior to the submission of re-employment recommendations to the Superintendent. Final written evaluations for continuous contract employees will be completed on or before May 15th of each year. A list of all non-renewed employees will be provided to the Union no later than the end of May.

Article 11 – Personnel Records

- A. The parties recognize that the efficient functioning of the school system requires adequate records including personnel records. Supervisors will be encouraged to keep records for improved management. Employee personnel folders will be maintained only at the District Office and the school to which the employee is assigned. No other official files will be established or maintained. Annual evaluation forms will be maintained in a separate file at the District Office.
- B. Employees will be notified when material is introduced into their personnel file(s). Except for materials pertaining to work performance or other matters that may be cause for discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. No anonymous letter or anonymous materials shall be placed in the personnel file. Employees will receive a copy of documents entered into their personnel files. They will have the right to append statements to any document in their personnel files.
- C. An employee or the Union with the employee's approval, may inspect, examine, or copy at reasonable times and under the supervision of the superintendent or his designee such personnel records, other than those, if any, which are declared by law to be confidential.
- D. Employees, as a result of employee reprimand or employee conference, may submit additional materials for inclusion in their personnel records when such material is pertinent to their professional status or work performance.
- E. Unless an employee leaves without notice, no documents or other material may be added to an employee's personnel file after the last day of employment, except for regularly required forms and records that might be connected with terminations.

Article 12 – Reduction in Personnel

A. District Wide Reduction in Personnel

1. In the event the Board declares a district-wide reduction in personnel, all reductions and allocations will be made at the discretion of the Board. If, in the opinion of the Board, a reduction in personnel is necessary, a meeting with the Association will be held to discuss alternatives. Terminations and non-renewal of annual contract employees will not be construed to be a reduction in personnel. The Board will give written notice to employees who may be affected and to the Union before implementing such reduction. If the reduction in Putnam County School Board staff takes place, the following procedures will be controlling:

Reduction of employees within designated layoff areas affected will occur as follows:

- a. Normal attrition will be considered first.
 - b. Annual contract employees will be next with priority criteria being skills/special qualifications, staffing needs, and seniority.
2. All employees that are affected by the reduction in the designated layoff area will be placed in a “pool”. All employees placed in the pool will be given the opportunity to accept an offered position before any new positions in the designated layoff area are posted. Hiring and transfers in the areas for which the surplus employees are qualified will be frozen until the surplus employees are placed. If employees are to be rehired, the Board will determine the number of positions to be filled and the number of employees to be recalled. If such rehiring takes place within eighteen (18) months of the date of layoff, then employees will be rehired within each designated layoff area in the inverse order of reduction.
 3. Employees who have been subject to layoff may, if they desire, seek other Putnam County School Board positions for which they are qualified.
 4. Any employee with satisfactory performance evaluations who will be eligible for normal retirement within one (1) year will not be affected by the reduction in personnel.

B. Worksite Reduction in Personnel

1. No later than May 1st of each year, the finance department will provide each school principal with an approximation of allocations for the upcoming school year. This list will include the instructional and classified positions for each site for the upcoming

Article 12 – Reduction in Personnel

school year. Should a site be impacted by an allocation/unit reduction, the following will apply:

- a. Affected employees are to be notified of the reduction and their placement in a “preferential pool” no later than May 15th.
 - b. Any annual contract employee for whom there is no position allocated will be placed in the preferential pool of surplus employees provided that the employee has received satisfactory evaluations and has been recommended for contract renewal.
 - c. In the event there are no annual contract employees at the site that has a loss of allocations/units, continuous service employees will be placed in the pool. Placement will be based on the following criteria:
 - i. Skills/special qualifications
 - ii. Staffing needs
 - iii. Seniority
2. All employees that are affected by the reduction in the designated layoff area will be placed in a “pool”. All employees placed in the pool will be given the opportunity to accept an offered position before any new positions in the designated layoff area are posted. If employees are to be rehired, the Board will determine the number of positions to be filled and the number of employees to be recalled. If such rehiring takes place within eighteen (18) months of the date of layoff, then employees will be rehired within each designated layoff area in the inverse order of reduction with priority criteria being as listed in sub-paragraph 1.c. Hiring and transfers in the areas for which the surplus employees are qualified will be frozen until the surplus employees are placed.
 3. It shall be the duty of the employee to ensure that the Board has current information regarding place of residence and telephone number.
 4. Employees who have been subject to layoff may, if they desire, seek other positions.
 5. Any employee with satisfactory performance evaluation who will be eligible for normal retirement within one (1) year will not be affected by the reduction in personnel.

Article 13 – Vacancies, Promotions and Transfers (Voluntary and Involuntary)

A. Vacancies and Promotions

1. If a new position or vacancy for classified personnel occurs in the District, The District will post the vacancy online. The Executive Secretary/Principal's Designee shall post the vacancy at the worksites within one working day.
2. Notice of any vacancy for a classified personnel position will be posted for no less than seven (7) working days prior to filling the vacancy. The Union will receive electronic and/or written copies of vacancy notices at the time of posting.
3. Notices of any vacancy for a managerial position will be posted for ten (10) working days prior to filling the vacancy. Putnam County classified employees who are properly qualified may apply for such positions and their applications will be included in the selection process.
4. When a vacancy occurs in a school/worksite, the administration may post the position internally for no less than three (3) working days prior to filing the vacancy. Priority criteria for filling the vacancy will be the applicant's skills/special qualifications, staffing needs, seniority, evaluation, driving record (if relevant to job responsibilities), and the interview process. If the administrator does not fill the vacancy from within the school/worksite, then they will follow Article 13, paragraphs A, 1. and 2.

B. Transfers

1. When an employee desires a transfer from his/her position at one location to the same job classification at another location, the employee will submit a transfer request form to Human Resources. Such request for transfer needs to be completed between March 1st and April 15th of each year. The employee will be interviewed for the first vacant position. The transfer request will be considered on the basis of the priority criteria of skills/special qualifications, staffing needs, seniority, and the recommendation of sending and receiving principals/site supervisors. The appropriate site supervisor will notify the employee requesting the transfer within seven (7) days of filling the position.
2. Transfer and re-assignment requests will be considered until July 15th of each year.

Article 13 – Vacancies, Promotions and Transfers (Voluntary and Involuntary) cont.

3. A list of all employees who receive transfers as of July 15th of each year will be provided to the Union by August 1st.
4. As stated in Article 12 (Reduction in Personnel), should a district-wide or worksite reduction occur, hiring and transfers in the areas for which the surplus employees are qualified will be frozen until the surplus employees are placed.
5. Involuntary Transfers

Involuntary transfers will be made only after placement of classified employees displaced under Article 12 (Reduction in Personnel) and/or consideration of voluntary requests. Involuntary transfer by the Board shall be defined as a change in work location, daily work hours, shift or job classification which exceeds twenty (20) consecutive workdays. When making involuntary transfers, the Superintendent will base his decision on the same priority criteria in Paragraph B.1. Involuntary transfers will not be made for disciplinary reasons only. However, if deemed in the best interests of the employee or the District, the said employee is subject to involuntary transfer. When requested by the employee, the employee will be provided with a written explanation for the transfer. Should a classified employee be involuntarily transferred, the following will apply:

- a. An involuntary transfer will occur only after consultation with the classified employee. Employees who are involuntarily transferred by the Board and whose transfer is not related to substandard job performance as supported by performance evaluation shall continue to receive their same rate of pay. He/She shall suffer no loss of pay, and also will continue to receive all bargained raises.
- b. A classified employee who objects to the transfer can place a written statement of objection in his/her personnel file and may advise the Superintendent in writing if he/she has reasons to object. The Superintendent agrees to listen and give consideration to individual situations (i.e. family situations, child supervision and long held second jobs) prior to making changes. The final decision in such situations continues to remain a Board responsibility through its administrative designees.
- c. Involuntarily transferred classified employees will be given adequate time and assistance in preparation for the transfer (see Article 9.2.k.)

Article 13 – Vacancies, Promotions and Transfers (Voluntary and Involuntary) cont.

- d. If possible, consideration will be made in order for the classified employee to remain in close proximity to the current worksite.

Article 14 – Political Activity

- A. Employees will not be approached in any way regarding their political preferences, or be required to make any contribution of any nature whatsoever. Employee rights to exercise or support their political preference during non-student contact time will not be impeded in any way.

- B. School mailboxes will not be used for the distribution of political material promoting the candidacy of any individual.

Article 15 – School Advisory Council

- A. The purpose of the School Advisory Council will be to offer input and recommendations to the Principal or his/her designee on internal matters affecting the school, to participate as the faculty/staff representatives in the preparation and evaluation of the School Improvement Plan, and to function as appropriate and necessary within the guidelines established by the School Board and Florida Statute 1001.452.
- B. Pending grievances will not be discussed and no decision of the School Advisory Council will be subject to the grievance procedure. No School Improvement Plan shall address the issues of wages, hours, terms and other conditions of employment. No School Improvement Plan may alter, modify or violate this agreement except as mutually agreed in writing by the District and the Union (see waiver procedure, paragraph E).
- C. Ad hoc committees may be established by the Council and recommendations regarding any phase of the total school program may be presented by the ad hoc committee(s) to the Council for consideration.
- D. The School Advisory Councils will minimally consist of the following listed members on the Council.
 - 1. One (1) Union Building Representative at each school site.
 - 2. Teachers (elected by the School Faculty)
 - a. Minimum of four (4) representatives for staff numbering up to seventy-nine (79)
 - b. Minimum of six (6) representatives for faculties numbering over eighty (80)
 - 3. Support Associate (elected by site-based support associates)
 - a. Minimum of two (2) representatives for staff numbering up to seventy-nine (79)
 - b. Minimum of three (3) representatives for staff numbering over eighty (80)
 - 4. Membership must be voluntary and representative of the ethnic, racial, and economic community served by the school. In the event the School Board determines the council not to be representative as previously stated, the Board will take appropriate action as provided in Statute 229.58(1)(A).

Article 15 – School Advisory Council cont.

E. Waiver Procedure

School-based decision-making requires creating programs unique to an individual school's needs; therefore, there must be a certain degree of flexibility in implementing an action plan. This flexibility is provided for in the accountability legislation through the waiver procedure.

“The Commissioner may waive State Board of Education rules provided that the intent of each rule is met and the School Board has submitted a written request to the Commissioner for approval pursuant to this subsection.”

Further, a request of waiver of local bargaining unit contract language may be requested by a specific school. All requests for waiver must be submitted to the Executive Board of PFT/U for consideration.

Article 16 – Professional Opportunities Program

In order to assure optimal employee performance and thereby optimal student performance, the District School Board of Putnam County and the Putnam Federation of Teachers/United have agreed to make available to all employees various professional development opportunities. Such opportunities will be reviewed annually and designed by a joint committee consisting of three (3) members appointed by PFT/U and three (3) members appointed by management. See Appendix A and Career Ladder Handbook for details.

Article 17 – Conformity To Law

- A. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, then such provision will be automatically modified to the extent that it is in violation of the law. All other provisions will remain in effect for the duration of this Agreement.

- B. Any previously adopted policy, practice, rule, regulation or directive which is in conflict with the provision of the Agreement will be superseded and replaced by applicable provisions of this Agreement.

Article 18 – Miscellaneous

- A. This Agreement will constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in writing and signed amendment to this Agreement.
- B. The language and provisions of this Agreement, during its existence, will be the controlling factors in any additional contract between the Board and the individual teacher.
- C. Copies of this Agreement entitled “Agreement between the Putnam Federation of Employees/United, FEA, A.F.T., NEA, AFL-CIO, and the District School Board of Putnam County” will be printed in booklet form at the joint expense of the Board and the Union within twenty (20) days, if possible, after the Agreement is signed and will be presented to all employees now or hereafter employed, and one hundred (100) copies of the printed Agreement will be furnished to the Union.
- D. Employees involved in any proceedings which may result in disciplinary action being taken against the employee will not be recorded without their consent and prior notification of their rights to Union representation and/or legal counsel.
- E. District employees are required to self-report within forty-eight (48) hours to appropriate authorities any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. In addition, individuals are required to self-report any conviction, finding of guilt, withholding of adjudication, commitment to pre-trial diversion program, or entering a plea of guilty or *Nolo Contendere* or any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgement.

Article 19 – Employee Workday

(Except as provided in Summer Work Hours Below)

A. The employee workday will be as follows:

<u>Job Classification</u>	<u>Normal Day Work Day Hours</u>	
1. Instructional Assistants	8.5 hours	*as scheduled
2. Bus drivers and Bus Attendants	5 hours	as scheduled
3. Custodians	8.5 hours	*as scheduled
4. District Office Personnel	8.75 hours	7:45 – 4:30
5. Food Service Personnel	As needed	as scheduled
6. Transportation Shop Personnel	8.5 hours	as scheduled
7. Secretarial – School/level	8.5 hours	*as scheduled
8. Secretarial – Bookkeepers	8.5 hours	*as scheduled
9. Maintenance Personnel	8.5 hours	as scheduled
10. Data Entry Operators – School	8.5 hours	*as scheduled

* The workday hours will be scheduled around the opening and closing times at individual schools

** Hours reflect unpaid lunchtime

B. Summer Work Hours

The summer work schedule will be set by the Board as conditions warrant and will consist of a full 40-hour work week whether four, ten-hour days are worked or five, eight-hour days are worked. During the summer work schedule, employees will be

Article 19 – Employee Workday cont.

allowed to leave the worksite for a 30-minute lunch break. Those employed for summer school will earn one (1) day sick leave, which will be cumulative.

Article 20 – Leave of Absence

A. Definitions

1. Leave

Leave is permission, granted in advance by the Board upon written request for an employee to be absent from his/her duties for a specific period of time with the right of returning to employment upon expiration of the leave. The employee must always supply a reason for the leave on the form. Leave must be officially granted in advance and may not be granted retroactively. Sick leave and emergency personal leave are considered to be granted in advance when the employee submits a completed leave request form to the proper authority on the day he/she returns to work. Principals and supervisors may approve or disapprove leave requests but will forward all requests to the District office for final disposition.

2. Limited Leave Without Pay

Limited Leave Without Pay is absence from duties for less than thirty (30) days with the right to return to the same position in the same location.

3. Extended Leave Without Pay

Extended Leave Without Pay is absence from duties for thirty (30) or more days without a guarantee of the same position or location, or either. An employee must have completed three (3) consecutive years of satisfactory service in Putnam County to be eligible to request and be granted an extended personal leave without pay, and such leave may not be approved for more than two (2) consecutive years except as otherwise specified in this agreement.

B. Paid Leaves

1. Sick Leave

- a. Full time employees earn sick leave at the rate of one (1) day per month of employment, provided the employee was employed 50% of the month. Four days are granted upon return to work and one additional day is added at the close of each subsequent month until the number of days posted is equal to the months of employment per year. There is no limit to the number of days of sick leave that can be accumulated except that at least one-half of the accumulated leave must be earned in Putnam County. Sick leave in excess of three (3) days may be substantiated by a physician's statement when requested.

Article 20 – Leave of Absence cont.

- b. Employees are responsible for requesting that accumulated sick leave earned in another Florida county be transferred to Putnam County. Transferred sick leave will be posted on the record of the employee at a maximum of one (1) day per month of employment in Putnam County.
- c. Sick leave may be used for personal illness or injury, for doctor or dentist appointments, or because of illness or death of a close relative or member of the employee's household.
- d. When sick leave is to be taken, the employee will notify his/her immediate supervisor, if possible, before the beginning of the workday on the day he/she must be absent, except for emergency reasons, which are recognized by the Board as valid. If it becomes necessary to take sick leave during the day, the employee is to notify the appropriate principal or supervisor. Verbal notification will be sufficient to insure compensation when the proper forms are completed upon return to duty.
- e. A District employee may authorize his/her sick leave to be used by any District employee. The recipient may not use the donated leave until all of his/her sick leave has been depleted excluding leave from the sick leave bank. The number of donated days a recipient may receive will be capped at ten (10) days per year except in the case of a catastrophic illness or unless the leave is being donated to a spouse, child, parent, or sibling.
- f. Upon separation from employment with the Putnam County School District and irrevocable election to receive compensation under the Florida Retirement System, terminal pay for accumulated and/or credited sick leave will be granted employees or to his/her beneficiary, if service is terminated by death. All Putnam County District School Board employees shall receive terminal pay for accrued sick leave at their current rate of pay. Alternately, said retiring employee may authorize the District to transfer up to twenty (20) days of his/her accrued sick leave to a single "family member", per the following conditions:
 - i. "family member" is a spouse, child, parent, or sibling of the retiring employee
 - ii. "family member" is an employee of the District

Article 20 – Leave of Absence cont.

- iii. Said retiring employee surrenders all claims or compensation for such transferred leave

Any remaining sick leave to which the retiring employee is entitled will be paid at the employee's current rate of pay.

- g. Any employee who files a written request by June 1st each year will be authorized to receive an annual payment for accumulated sick leave that is earned for that year and that is unused at the end of the school year, based on the daily rate of pay of the teacher multiplied by eighty (80) percent. This payment will be limited to a maximum of five (5) days. Days for which such payment is received will be deducted from the accumulated leave balance.

2. Personal Leave

An employee will be granted up to six (6) days of personal leave with pay each year for parental leave, emergency personal reasons, or for other personal business. Such personal leave must be requested by the employee and approved by the principal or site supervisor on an individual basis. Personal leave with pay will be deducted from the employee's accrued sick leave and is non-cumulative. Such personal leave will not be approved for days immediately before or after a holiday or vacation period, except in cases of emergency or extenuating circumstances approved by the principal/supervisor. Personal leave with pay will be granted in half day or full day units only.

3. Military Leave

Employees who participate under orders in annual military training and who submit a copy of such orders will be granted leave for that purpose. Whenever possible, they should endeavor to have their period of training scheduled during the summer vacation period. Whenever such duty must be performed during the school year, a maximum of seventeen (17) days must be granted without loss of pay. In cases where the employee requests military leave during the school year, the employee must furnish a letter from his/her commanding officer indicating the necessity of taking leave at that time.

Should the selective service system be re-instated, employees who are required to report for a physical examination thereunder, will be granted military leave for the period required for the examination.

Article 20 – Leave of Absence cont.

4. Jury Duty and Subpoena

An employee who is called for jury duty or subpoenaed, as a witness to a proceeding in which he/she is not a party on a regularly scheduled working day or days will be paid his/her normal earnings for time lost by reason of such service. If the subpoena results from the teacher performing his/her job responsibilities, the employee will be granted Temporary Duty Elsewhere leave if the court appearance occurs during the employee workday.

5. Illness or Injury in the Line of Duty

Any employee will be entitled to leave for illness in the line of duty at a regular daily rate for a period of up to ten (10) days when absence is due to personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in schoolwork. Such leave will be effective after all accumulated sick leave has been used, except that leave for injury on the job for up to ten (10) days will not be charged to sick leave, and will be paid upon verification of injury.

6. Medical and Dental Examinations Leave

Principals or supervisors may release employees for the purpose of medical and/or dental examinations without sick leave being charged against the employee provided that no student contact time is lost and the time is made up.

7. Elected or Appointed Public Officials

Any employee who is elected or appointed to a public office, other than the School Board, will have the right to take leave for any official duties.

Any employee who is elected to the School Board will have the right to leave without pay for a period up to the length of his/her term in office.

8. Temporary Duty Elsewhere

Temporary Duty Elsewhere is the assignment by the appropriate building administrator for an employee to be temporarily absent from his/her regular duties and place of employment for the purpose of performing other educational services. Employees accompanying their children or other students on field trips will take personal leave. They may, however, take TDE if their supervising administrator

Article 20 – Leave of Absence cont.

determines they will be needed to perform educational services while on the field trip.

TDE within the county is not considered a leave of absence. A TDE form will be required for individuals performing professional duty within the county or on an approved field trip in or out of the county when payment of substitute or travel funds is requested.

The request for TDE outside of Putnam County must be submitted on a TDE Authorization Form to the appropriate administrator for approval. TDE must be submitted to the District Office for approval on the appropriate form and the School Board approval is required for out-of-state TDE.

9. Bereavement Leave

In the event of a death of a member of the immediate family (parent, spouse, child, grandparent, sibling), an employee shall be granted up to three (3) days of paid leave upon request. Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee, in advance whenever possible. The employee will not be paid bereavement leave for days not scheduled to work. In order to honor a request for bereavement leave, employees are required to attach a copy of the obituary or other satisfactory document to the leave request form and details about the relationship may be required by the Superintendent.

C. Unpaid Leave

Personal Leave Without Pay for reasons of the health and welfare of the employee or a member of his/her immediate family may be granted for a maximum of one (1) year. Personal leave without pay for other periods of time may be granted upon proper request with sufficient reason. Each day of personal leave without pay will be deducted from the employee's pay at his/her daily rate of pay. Personal leave without pay must be requested and approved by the Board on an individual basis.

The employee may, at his/her option, combine personal leave with pay and personal leave without pay for the duration of the leave period within the limits of accrued sick leave.

Article 20 – Leave of Absence cont.

An employee cannot accept full time employment while on leave from Putnam County. In the event this occurs, the leave is nullified.

1. Professional Leave

The Board for the purpose of professional development may grant professional leave without pay. This leave may be in the form of limited (twenty-nine (29) days or less) or extended (more than thirty (30) days but not to exceed one (1) year).

2. Parental Leave

a. Maternity Leave

Maternity leave is without pay and will be granted following a request by the employee. Optionally, an employee may elect to continue working until certified by a physician as unable to perform her duties, at which time accrued sick leave will be granted, and the employee will return to work as soon as physically able after termination of the pregnancy.

b. Childrearing

Employees may request personal leave with or without pay as provided herein for the purpose of childrearing.

c. Adoption

Employees may use personal leave with or without pay as provided herein for the purpose of adoption leave.

3. Medical Leave

Medical leave provides up to twelve (12) weeks of unpaid, job-protected leave. Eligible employees must have worked for at least one year. Upon return from Family Medical Leave, an employee must be restored to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. A husband and wife who are employed by the Board are permitted to take only a combined total of twelve (12) work weeks. (Please refer to Article 27, Insurance.)

Article 20 – Leave of Absence cont.

4. Sabbatical Leave – Teaching Internship

An employee who is in a teaching internship will be granted unpaid personal leave during specified length of the internship without a break in service. After six (6) years of satisfactory service in the Putnam County School District, a sabbatical leave may be granted for the purpose of completing an internship associated with an approved educational program leading to teaching certification. Sabbatical leave will be granted for the length of the internship but is not to exceed one semester during the regular school year. The following conditions will prevail:

- a. No more than three (3) employees at a time will be placed on sabbatical leave during the any one school year.
- b. To be eligible, the employee must be enrolled in a program approved for certification purposes by the Florida Department of Education and be eligible to complete the required work during the sabbatical period.
- c. Employees on sabbatical leave will be paid fifty percent (50%) of their regular rate of pay during this period. An employee on sabbatical leave will receive benefits provided prior to the sabbatical period but will not receive payment for any supplements.
- d. Employees wishing to apply for sabbatical leave must submit a leave request and study plan to the Human Resources Offices at least sixty (60) days prior to the requested beginning date of the leave period.
- e. Written certification given evidence of the employee's physical condition must be filed with the Human Resources Department before a leave is granted.
- f. A board of review will be established. This board will consist of six (6) members, three (3) of whom are appointed by the Superintendent of Schools, and three (3) of whom by PFT/United. This board will review applicants regarding their program, purpose, and qualifications and make recommendations to the Superintendent.
- g. An employee returning from sabbatical who returns to his/her previous position will receive the same step advancement in salary as he/she would have received

Article 20 – Leave of Absence cont.

had he/she remained in active service in his/her regular position during the leave period. Should such an employee be hired into a teaching position, he/she shall be placed on Step 1 of the teacher salary schedule. The employee must return to the employment of the District and as long as performance is satisfactory, he/she must agree to continue in the employment of the District for one (1) year following the sabbatical. Should the employee not return or be terminated for unsatisfactory performance, he/she agrees to reimburse the Board the full amount of the leave plus eight percent (8%) interest within two (2) years.

- h. A contract between the employee and the District specifying the above and acknowledging the employee's obligation to return to work for the District or repay the District will be executed.

D. Falsification of Leave Request

Falsification of a leave request may be cause for immediate dismissal.

E. Unauthorized Absence

1. Absence Without Leave

Any member of the work force of the District who is willfully absent from duty without leave will forfeit compensation for the time of such absence, and his/her contract will be subject to cancellation by the School Board.

2. Employee Absence

An unauthorized absence for three (3) consecutive working days will be evidence of abandonment of position. Unauthorized absences totaling ten (10) days or more during the previous twelve (12) month period will be evidence of excessive absenteeism. Either of the foregoing may result in disciplinary actions, including termination.

F. Return to Position after Extended Leave

An employee who plans to return to duty at the expiration of an extended leave will notify the administrator in writing by March 15th of the school year for which the leave was granted. In the event the leave was granted after March 15th, the employee's intent to return to duty at the expiration of the leave will be deemed given upon requesting the leave. On or before February 15th, the Board will notify each employee

Article 20 – Leave of Absence cont.

on leave of this provision. The employee will respond, indicating his/her intent to return, request an extension, or resign from his/her position. Except for extenuating circumstances, an employee who fails to respond will be considered to have resigned with an effective date of his/her last duty day of the fiscal year.

G. Unused Vacation Leave

Upon termination, except termination for cause, any employee covered by a collective bargaining agreement who has unused vacation leave will be paid for that leave. However, no more than four hundred eighty (480) hours will be paid. In the event termination is for cause, all unused vacation will be forfeited.

Article 21 – Employee Work Year

- A. Full time regular bus drivers and bus attendants will work 186 days per year, which will include six (6) paid holidays. This time does not include that required for yearly training, which will be paid at the regular rate of pay.
- B. Full time, regular, food service workers will work 187 days per year, which will include six (6) paid holidays. Assistant Managers work 201 days per year, which will include six (6) paid holidays.
- C. Instructional Assistants will work 196 days per year, which will include six (6) paid holidays.

Article 22 – Employee Paydates

- A. Employees gross pay per pay period will be calculated by multiplying the employee's hourly rate of pay times the expected annual hours and dividing the result by the employee's normal number of regular checks. The amount so calculated will be adjusted for overtime and uncompensated absences.
- B. Employees will be paid on the 15th of the month or the prior working day nearest to the 15th, and the last District working day of the month.
- C. As a cost savings measure, all employees are encouraged to participate in "direct deposit" of payroll checks. Employees may provide a stamped self-addressed envelope to the principal/site supervisor for the purpose of mailing the end of June checks.

Article 23 – Insurance and Compensation

Employees will be paid in accordance with Appendix A and B.

- A. The School Board will contribute \$450.00 per employee (\$4,500 per year) or 100% of the cost of individual coverage under Plan C, whichever is less. The employees must select either the group health insurance, weekly disability, or hospital indemnity plan. Should the cost of the group plan increase in any year of the contract, both parties agree to return to the table.
- B. There is a monthly employee contribution for the health insurance. The monthly contribution is taken out in ten (10) monthly payroll deductions for 12-month coverage. The amount deducted from the employee's check will be run through the Section 125 Cafeteria Plan for each pay period. Collection of employee contribution will be uniformly made in this manner. Accordingly, no refund will be due to or contribution due from any employee enrolling after the commencement of deductions in any school year.
- C. Life Insurance – The Board will provide each employee with life insurance coverage equal to the nearest thousand dollars of the employee's salary for the current school year, with a double indemnity provision in the event of accidental death. The employee will have the right to purchase additional coverage, at his/her own expense, at the rate paid by the Board for basic coverage, up to the limit imposed by the carrier.
- D. Liability Insurance – The Board agrees to provide a full-paid liability insurance in the amount of one hundred thousand dollars (\$100,000) for a single claim and two hundred thousand dollars (\$200,000) on any single incident as required by law for protection of employees in case of suit arising from incidents occurring in the performance of the employee's duties.
- E. Personal Property Protection – The Board agrees to budget a sum of \$1,500.00 to be used for the reimbursement of the cost of employees' personal property that is used by the employee in the performance of his or her job duties that is damaged, stolen, or destroyed on school property or other work locations through no fault of the employee. All personal property and approximate value must be registered with the employee's supervisor. As a general rule, the unattached contents of an employee's vehicle used to commute to and from work or work locations are not covered by this paragraph. If personal property is insured, the employee must submit a claim to his/her appropriate insurance company. In the event of full reimbursement for such claim, the Board will make no payment. If the insurance company reimburses all but the deductible amount specified in the employee's policy, the Board will pay an amount equal to the

Article 23 – Insurance and Compensation cont.

deductible. In the event the personal property is not insured and the Board elects to reimburse the employee for the lost, damaged or destroyed property, the maximum reimbursement from the Board will be \$250.00. Decision on payment of claims will be made by a committee appointed by the Superintendent. Cost estimates of the item and documented proof of the cause of the loss must accompany any claim.

- F. Retired employees will have the right to continue and maintain whatever group health insurance policies that are used by the District, but the employee must assume the full amount of the premium and the retired employees participating will be subject to Board procedures, practices, policy and bargaining agreement, if applicable.

The Board currently has a conversion feature in its group life insurance policy. Employees must apply to the group life insurance company to convert their group life insurance.

- G. For employees who retire between July 1 and June 30 of the subsequent year, the Board agrees to pay a maximum contribution of \$4500.00 per year toward the employee's healthcare premium. This contribution will begin upon retirement and continue until the retiree is eligible to receive Medicare Benefits. This contribution is contingent upon the retiree meeting all of the following conditions:
 - 1. Twenty-five (25) years of service under the FRS with a minimum of ten (10) years in Putnam County and is at least age fifty-five (55) at retirement or thirty-five (35) years of service under the FRS and a minimum of twenty (20) years of service in Putnam County.
 - 2. Contributes his/her health insurance subsidy received from the State of Florida toward the cost of this medical premium. The employee will be responsible for the subsidy amount until the State of Florida pays the subsidy. Once the employee is eligible to receive Medicare Benefits, the health subsidy from the State of Florida will revert back to the retiree.
- H. The Board agrees to continue its contribution on an employee's group health and life plans for any employee on Board approved unpaid leaves for a period/amount not to exceed the lesser of eighty (80) days or three (3) months (10 month basis) of Board contributions. If an employee on extended leave should return to duty for a period of less than thirty (30) days and then require additional leave, such additional leave will be considered as one period of leave within one school year.

If an employee is not on paid leave, or is not covered under the language in the preceding paragraph, no Board contribution will be made.

Article 23 – Insurance and Compensation cont.

- I. The insurance reserve fund (791-1111; 791-1164) came into existence at the conclusion of the self-insured period in Putnam County (March 1994). This fund has historically been used to subsidize the out-of-pocket expenses incurred by employees as insurance costs have risen. Both parties agree to make no use of this funding source without the prior knowledge of the Insurance Committee.

Both parties agree to request that the Board repay the insurance reserve fund \$537,608.29 used by previous administration in 2010-2011 for the purpose of partially funding step raises and longevity bonuses during that year. Such repayments will be made as the funds become available.

Article 24 – Term of Agreement

This Agreement will be effective as of the day of its ratification by the Board, except that the salary schedule will be effective as of July 1, 2014. This Agreement will expire as of June 30, 2017, except for compensation, the insurance provision, two articles selected by either party and any article impacted by new legislation affecting this Agreement. These will be reopened between April 1st and June 15th of 2015. This Agreement will be reopened for negotiations between April 1st and June 15th, 2017 in its entirety.

In the event that a financial situation (short fall or wind fall) occurs during this contractual time that would jeopardize the ability to honor the terms of the contract or would create the ability to enhance the terms of the contract, the Putnam Federation of Teachers/United and the District School Board of Putnam County will agree to return to the table for renegotiations.

**Putnam Federation of
Teachers/United,
FEA, AFT, NEA, AFL-CIO**

PFT/U President, Negotiator

**District School Board of
Putnam County, Florida**

Board Negotiator

Superintendent

School Board Chairman

Appendix "A"

Professional Opportunities Program

- A. For those classified employees providing documentation of completion of any of the career ladders offered in the District, \$0.45 will be added to their hourly rate of pay.
- B. For those employees providing documentation of the following, \$0.60 will be added to their hourly rate of pay:
 - 1. Forty-eight (48) hours of college credit from an accredited institution; or
 - 2. For paraprofessionals, pass a state-approved certification exam.
- C. For those employees providing documentation of the following, \$1.20 will be added to their hourly rate of pay:
 - 1. Sixty (60) hours of satisfactory academic college credit from an accredited institution; or
 - 2. Hold an Associates Degree
- D. For those employees providing documentation of the following, \$1.50 will be added to their hourly rate of pay:
 - 1. One hundred twenty (120) hours of satisfactory academic college credit from an accredited institution; or
 - 2. Hold a Bachelor of Arts or Bachelor of Science Degree

(NOTE: Any employee of the District who is currently receiving an incentive pay prior to December 9, 2002, will not lose any of the said incentive.)

Appendix “B”

**DISTRICT SCHOOL BOARD OF PUTNAM COUNTY
CLASSIFIED PERSONNEL SALARY SCHEDULE
2013-2014**

DESCRIPTION	0	1	2-3	4-6	7-9	10-12	13-14	15 & OVER
CLERICAL								
Clerk Typist, School	9.02	10.86	11.67	12.08	12.40	12.71	12.98	13.94
Secretary	10.71	12.61	13.53	13.97	14.29	14.60	14.89	16.03
Account Clerk	11.25	13.27	14.24	14.67	14.97	15.34	15.59	16.74
Assistant Payroll Clerk	11.25	13.27	14.24	14.67	14.97	15.34	15.59	16.74
Bookkeeper	11.25	13.27	14.24	14.67	14.97	15.34	15.59	16.74
Employee Benefits Specialist	11.25	13.27	14.24	14.67	14.97	15.34	15.59	16.74
Personnel Specialist – Payroll	11.25	13.27	14.24	14.67	14.97	15.34	15.59	16.74
Personnel Specialist – Records	11.25	13.27	14.24	14.67	14.97	15.34	15.59	16.74
Statistician	11.25	13.27	14.24	14.67	14.97	15.34	15.59	16.74
Personnel Analyst	11.93	13.95	14.95	15.36	15.69	16.04	16.29	17.45
CUSTODIAL								
Custodian Assistant	Minimum wage							
Custodian	8.59	10.38	11.14	11.57	11.88	12.18	12.49	13.62
Head Custodian	10.71	12.61	13.53	13.97	14.29	14.60	14.89	16.03
FOOD SERVICE								
Food Service Helper	Minimum wage							
SFS Worker/Assistant	8.79	10.59	11.36	11.80	12.10	12.45	12.71	13.88
Assistant Food Service Manager	10.21	12.18	13.09	13.53	13.86	14.20	14.44	15.61
Satellite Ass't. SFS Manager	10.21	12.18	13.09	13.53	13.86	14.20	14.44	15.61
INSTRUCTIONAL								
Child Care Worker	8.67	10.46	11.25	11.67	11.98	12.30	12.59	13.72
Child Care Support Assistant	8.67	10.46	11.25	11.67	11.98	12.30	12.59	13.72
FL First Start Parent Educator	8.67	10.46	11.25	11.67	11.98	12.30	12.59	13.72
Parent Educator - Title I / Migrant Ed	8.67	10.46	11.25	11.67	11.98	12.30	12.59	13.72
Migrant Ed. Advocate/Recruiter	8.67	10.46	11.25	11.67	11.98	12.30	12.59	13.72
Instructional Ass't.	8.99	10.80	11.56	11.98	12.31	12.63	12.92	14.04
Adult Migrant & Seas. Farmworker Asst.	10.37	12.29	13.17	13.66	14.02	14.37	14.72	15.96
Pre-K Associate	10.37	12.29	13.17	13.66	14.02	14.37	14.72	15.96
Job Coach	10.44	12.42	13.31	13.75	14.06	14.45	14.79	15.99
Attendance Officer	11.59	13.57	14.56	14.97	15.34	15.63	15.91	17.05
Outreach Recruitment Specialist	11.59	13.57	14.56	14.97	15.34	15.63	15.91	17.05

Appendix "B"

**DISTRICT SCHOOL BOARD OF PUTNAM COUNTY
CLASSIFIED PERSONNEL SALARY SCHEDULE
2013-2014**

MAINTENANCE								
Clerk (assigned to Maint. Dept)	10.27	12.13	13.03	13.44	13.75	14.07	14.35	15.53
Installer/HVAC Filter	10.27	12.13	13.03	13.44	13.75	14.07	14.35	15.53
Maintenance Worker	10.27	12.13	13.03	13.44	13.75	14.07	14.35	15.53
Worker (assigned to Maint.Dept)	10.27	12.13	13.03	13.44	13.75	14.07	14.35	15.53
Air Conditioning & Refrigeration Mechanic I	11.59	13.57	14.56	14.98	15.34	15.63	15.92	17.05
Electrician I	11.59	13.57	14.56	14.98	15.34	15.63	15.92	17.05
Fencing Specialist	11.59	13.57	14.56	14.98	15.34	15.63	15.92	17.05
Fire Alarm and Intercom Technician I	11.59	13.57	14.56	14.98	15.34	15.63	15.92	17.05
Maintenance Manager, Custodial	11.59	13.57	14.56	14.98	15.34	15.63	15.92	17.05
Painter	11.59	13.57	14.56	14.98	15.34	15.63	15.92	17.05
Parts Manager, Maintenance	12.03	14.04	15.06	15.49	15.81	16.14	16.44	17.56
Cabinet Maker	13.50	15.70	16.86	17.24	17.58	17.88	18.17	19.32
Carpenter	13.50	15.70	16.86	17.24	17.58	17.88	18.17	19.32
Electronics Technician	13.50	15.70	16.86	17.24	17.58	17.88	18.17	19.32
Equipment Mechanic	13.50	15.70	16.86	17.24	17.58	17.88	18.17	19.32
Fire Alarm and Intercom Technician	13.50	15.70	16.86	17.24	17.58	17.88	18.17	19.32
Lead Painter	13.50	15.70	16.86	17.24	17.58	17.88	18.17	19.32
Lead Worker	13.50	15.70	16.86	17.24	17.58	17.88	18.17	19.32
Tradesworker	13.50	15.70	16.86	17.24	17.58	17.88	18.17	19.32
Air Condition & Refrig. Mechanic	15.27	17.58	18.88	19.31	19.63	19.98	20.24	21.40
Communication Specialist	15.27	17.58	18.88	19.31	19.63	19.98	20.24	21.40
Electrician	15.27	17.58	18.88	19.31	19.63	19.98	20.24	21.40
Lead Cabinet Maker	15.27	17.58	18.88	19.31	19.63	19.98	20.24	21.40
Maintenance Specialist	15.27	17.58	18.88	19.31	19.63	19.98	20.24	21.40
Plumber	15.27	17.58	18.88	19.31	19.63	19.98	20.24	21.40
HVAC Specialist	17.74	19.98	21.45	21.89	22.20	22.54	22.83	23.97
MEDIA/DATA ENTRY								
Media Technician Assistant	10.27	12.13	13.03	13.44	13.75	14.07	14.35	15.53
Data Entry Operator, School	10.71	12.61	13.53	13.97	14.29	14.60	14.89	16.03
Senior Data Entry Operator	12.22	14.13	15.05	15.48	15.81	16.12	16.40	17.54
Audio Visual Technician	12.89	15.01	16.10	16.52	16.85	17.17	17.46	18.59
Media Technician	12.89	15.01	16.10	16.52	16.85	17.17	17.46	18.59
Software Support Technician	12.89	15.01	16.10	16.52	16.85	17.17	17.46	18.59
Computer Systems User Educator	12.99	15.21	16.34	16.74	17.06	17.41	17.66	18.84
Computer Repair Technician	13.51	15.70	16.85	17.24	17.58	17.88	18.18	19.33
MEDICAL								
Nurse Assistant (CNA)	8.67	10.46	11.25	11.67	11.98	12.30	12.59	13.72
Nurse, Practical (LPN)	12.89	15.01	16.10	16.52	16.85	17.17	17.46	18.59
Nurse Registered (RN)	23.84	25.86	27.75	28.18	28.51	28.94	29.17	30.34

Appendix “B”

**DISTRICT SCHOOL BOARD OF PUTNAM COUNTY
CLASSIFIED PERSONNEL SALARY SCHEDULE
2013-2014**

DESCRIPTION	0	1	2-3	4-6	7-9	10-12	13-14	15 & OVER
TRANSPORTATION								
Bus Aide	8.67	10.46	11.25	11.67	11.98	12.30	12.59	13.72
Mechanic II	10.27	12.13	13.03	13.44	13.75	14.07	14.35	15.53
Parts Clerk	10.27	12.13	13.03	13.44	13.75	14.07	14.35	15.53
Tire Repairman	10.27	12.13	13.03	13.44	13.75	14.07	14.35	15.53
Student Safety Specialist	10.71	12.61	13.53	13.97	14.29	14.60	14.89	16.03
Bus Driver	11.83	12.61	13.53	13.97	14.29	14.60	14.89	17.16
Mechanic	12.03	14.04	15.06	15.49	15.81	16.14	16.44	17.56
Paint & Body Repairman	12.03	14.04	15.06	15.49	15.81	16.14	16.44	17.56
Parts Manager	12.03	14.04	15.06	15.49	15.81	16.14	16.44	17.56
Lead Mechanic	12.89	15.01	16.10	16.52	16.85	17.17	17.46	18.59
Vehicle Safety Inspector	13.36	15.34	16.46	16.99	17.36	17.72	17.99	19.11
Shop Foreman (Transportation)	15.00	16.90	17.82	18.26	18.59	18.90	19.17	20.32
WAREHOUSE/PURCHASING								
Deliveryman	10.27	12.13	13.03	13.44	13.75	14.07	14.35	15.53
Shipping/Receiving Clerk	11.08	13.05	14.00	14.41	14.73	15.04	15.36	16.46
Operations Specialist	11.14	13.06	14.01	14.44	14.79	15.09	15.40	16.55
Distribution Specialist	11.25	13.27	14.24	14.67	14.97	15.34	15.59	16.74
Purchasing Specialist	11.25	13.27	14.24	14.67	14.97	15.34	15.59	16.74
Stores Warehouse Clerk	11.25	13.27	14.24	14.67	14.97	15.34	15.59	16.74
Buyer	12.03	14.04	15.06	15.49	15.81	16.14	16.44	17.56

Current employees will maintain credit for the experience previously granted. Personnel employed by The Putnam County School District for the first time will begin their employment with the lessor of actual years of experience or three (3) years of documented job-related experience and earn a year of experience for payroll purposes for each year they work. If an employee earned experience during a previous tenure with The Putnam County School District, full credit will be granted and the employee will earn a year of experience for payroll purposes for each year they work. Employees on Board Approved leave will not be considered to have broken their employment with The Putnam County School District. School-based Food Service workers will be furnished up to 181 meals per year.

The benefits listed below are available to full time employees:

1. Life Insurance - one times annual salary (maximum \$50,000.00).
2. Retirement - Board paid retirement (current contribution 6.95% of salary)
3. FICA/Medicare - Board portion currently 7.65% of salary.
4. Section 125 Cafeteria Plan - enrollment fees paid by the Board.
5. Group Health Insurance

Appendix "B"

For those employees meeting the requirements of Article 16 of the Collective Bargaining Agreement, an additional amount will be added to the above rates.

The Superintendent may award \$250.00 to each school's nominee for Putnam County Support Associate of the year.

The hourly rate of compensation for additional grant funded employment opportunities will be negotiated with PFT/U prior to the submission of the grant application if compensation will be at less than the employee's hourly rate of pay.

Upon recommendation of the supervisor, and with approval of the Superintendent, classified personnel may receive a supplement not to exceed \$3,000.00 annually for other duties assigned.

Classified Personnel who work one (1) day over half the year for their pay type will automatically advance to the next level on July 1st.

Any classified employee newly hired or returning to the District will be placed on the same step as current employees with the same experience.

Appendix "C"

APPENDIX MEMORANDA OF UNDERSTANDING

THIS APPENDIX CONTAINS ANY MEMORANDUM OF UNDERSTANDING THAT HAS BEEN REACHED BY MUTUALLY AGREEING PARTIES. A MEMORANDUM OF UNDERSTANDING IS AN AGREEMENT THAT PERTAINS ONLY TO A SPECIFIC WORKSITE OR SELECT GROUP OF EMPLOYEES. THE MEMORANDUM IS NOT PART OF GENERAL CONTRACT LANGUAGE AND DOES NOT IMPACT OR BIND EMPLOYEES OTHER THAN THOSE SPECIFICALLY REFERENCED IN THE DOCUMENT. A MEMORANDUM OF UNDERSTANDING IS VALID FOR ONE YEAR FROM THE DATE OF SIGNING UNLESS RENEWED BY MUTUAL AGREEMENT.

Appendix "C"



E. H. Miller School

An ESE Center School for Putnam County

Mary Wood-Piazza, Principal

E. H. Miller School Security Cameras MOU

The Board may install non-audio camera/videos in a workplace for security reasons only. Should the Board exercise this option in traditional classrooms* designated solely for student instruction, the following will occur:

1. Employees shall be notified in writing of the intent to install cameras in the classroom;
2. The effected employees will also be notified of their right to deny the placement of the cameras in the classroom;
3. When installed, a sign indicating that video cameras are present for security reasons shall be placed at the main entrance to classroom.

Tapes from video cameras, photographs and/or recordings by cell phones, tapes or other recording devices shall not be used to evaluate employees.

The District may pursue any unlawful act which is shown on a tape. The District may also investigate any unethical act shown on a tape and may discipline violations that are supported by other evidence. No disciplinary action shall be taken against an employee based solely upon photographs and/or recordings by cameras, cell phones, tapes, or any other recording devices. Furthermore, the existence of any such material shall be disclosed to the employee prior to proceeding with a District investigation.

*Traditional classrooms will exclude exterior areas of buildings, common areas, shops, labs, and other multi-purpose areas that may also be used for instructional activities.

Agreed upon by School and Union Representatives on January 11, 2012 for implementation at E.H. Miller School.

Mary Wood Piazza, Principal

Sharon Hughes, Union President

Appendix "C"



PALATKA HIGH SCHOOL

302 Mellon Road
Palatka, Florida 32177
(386)329-0577

DEBORAH N. DEBELLIS
Principal

Palatka High School Security Cameras Memorandum of Understanding

The Putnam County School District Board may install non-audio camera/videos in a workplace for security reasons only. Should the Board exercise this option in traditional classrooms* designated solely for student instruction, the following will occur:

- 1) Employees shall be notified in writing of the intent to install cameras in the classroom.
- 2) The affected employees will also be notified of their right to deny the placement of the cameras in the classroom.
- 3) When installed, a sign indicating that video cameras are present for security reasons shall be placed at the main entrance to the classroom.

Tapes from video cameras, photographs and/or recordings by cell phones, tapes or other recording devices shall not be used to evaluate employees.


The Board may pursue any unlawful act which is shown on a tape. The Board may also investigate any unethical act shown on a tape and may discipline violations that are supported by other evidence. No disciplinary action shall be taken against an employee based solely upon photographs and/or recordings by cameras, cell phones, tapes, or any other recording devices. Furthermore, the existence of any such material shall be disclosed to the employee prior to proceeding with a District investigation.

*Traditional classrooms will exclude exterior areas of the buildings, common areas, shops, labs and other multi-purpose areas that may also be used for instructional activities.

This Memorandum of Understanding is agreed upon by the Palatka High School Principal and the Union President for implementation at Palatka High School.


Principal, Palatka High School

5/31/12
Date


President,
Putnam Federation of Teachers United

5/31/12
Date

Appendix "C"

The Putnam Federation of Teachers/United and the District School Board of Putnam County agree to the following:

<p>Budget Review Committee</p>

THE DISTRICT AND THE PUTNAM FEDERATION OF TEACHERS/UNITED AGREE TO THE ESTABLISHMENT OF A JOINT BUDGET PLANNING COMMITTEE. THE COMMITTEE WILL CONSIST OF THREE (3) MEMBERS CHOSEN BY THE DISTRICT AND THREE (3) MEMBERS CHOSEN BY THE PUTNAM FEDERATION OF TEACHERS/UNITED. THE COMMITTEE SHALL ADVISE AND REVIEW THE BUDGET FOLLOWING THE PRESENTATION OF THE SUMMARY BUDGET AND PRIOR TO THE ADOPTION OF THE FINAL BUDGET. THE COMMITTEE WILL SERVE IN AN ADVISORY CAPACITY WITH THE SOLE PURPOSE OF ASSISTING IN THE ESTABLISHMENT OF PRIORITIES AND IDENTIFICATION OF POTENTIAL SAVINGS.

Stipend for Employees

The School Board of Putnam County and the PFT Union agree on the amount of \$51,000 plus benefits (\$55,000) to be divided as a one-time stipend to all employees who have topped out on the salary schedule.

Returning to Bargaining

The School Board of Putnam County and the PFT Union agree to return to the bargaining table in April of 2015 to discuss the possibility of matching the \$51,000 plus benefits (\$55,000) in stipend money offered on December 4, 2014 to all employees who have topped out on the salary schedule.