

Collective Bargaining Agreement



Between
School Board of Indian River
County
and
Communications Workers of
America
CWA Local 3180

2018-2021

July 1, 2018-June 30, 2021

- - - CONTENTS - - -

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Recognition	4
2	Definitions	5
3	Payroll Deductions	7
4	Responsible Union/Employer Relationship	8
5	Work Hours/Breaks/Lunch Breaks & Overtime Payment	11
6	Holidays	12
7	Negotiations Procedures	13
8	Grievance Procedures	14
9	Leave Procedures	20
10	Continuity of Operation	23
11	Transfers/Promotions, Vacancies & Reassignments	24
12	Miscellaneous	27
13	Reprimands, Discharges, Demotions & Suspension Procedures	29
14	Reduction of Personnel	31
15	Evaluations	34
16	Bulletin Boards	35
17	Health & Safety	36
18	Sick Leave Bank	37
19	Retirement Incentive	40
20	Compensation & Fringe Benefits	42
21	Special Supplements	49
22	Employment Procedure	53
23	Transportation Procedures	58
24	Non-discrimination	63
	Terms of Agreement	64

Appendix A. Weingarten Rules	65
Appendix B. Wage Schedule	66
Appendix C. MOU	67

ARTICLE 1

RECOGNITION AND MANAGEMENT RIGHTS

- A. The Board hereby recognizes the Communications Workers of America as the sole and exclusive bargaining agent in matters relative to hours, wages, and conditions of employment for all regular full-time and part-time employees employed by the School District of Indian River County in the classifications specified in PERC Certificate Number 477 and PERC Certificate Number 333.
- B. Any future classifications would be automatically included if mutually agreed upon by both parties.
- C. The Board agrees not to negotiate with or recognize any employee organization composed of the classification of employees listed above, other than the Union, for the duration of this agreement.
- D. Except as otherwise provided by this Agreement, the Board hereby retains and reserves unto itself all powers, authority, duties, and responsibilities conferred upon and vested in it pursuant to Section 447.209, Florida Statutes. The CWA reserves the right to file grievances should the exercise of such powers lead to a violation of this Agreement, and the CWA reserves the right to demand bargaining over the impact of the District's exercise of such management rights.

ARTICLE 2

DEFINITIONS

- A. School Board: The School District of Indian River County is the recognized unit for the control, organization and administration of the public schools in this District and is identified as the public employer in this contract.
- B. CWA/Union: The Communications Workers of America is identified in this contract as the employees' organization with the exclusive right to represent the classification of employees listed in this contract.
- C. Contract: The document which delineates the hours, wages, terms, and conditions mutually agreed upon as the result of this collective bargaining.
- D. Unit: When the word unit or bargaining unit is used in this contract, it applies to all employees in job classifications as approved by the Public Employees Relations Commission.
- E. Job Description: The written document describing the duties and responsibilities of a specific job as recorded in the Human Resources office.
- F. Indian River Schools: All public schools now existing or established in the future which lie wholly within the legally established boundaries for the County of Indian River.
- G. Certification: Refers to the designation by PERC.
- H. PERC: Means the Public Employees Relations Commission as created by Section 447. F.S.
- I. Exclusive Bargaining Agent: The unit recognized by the public employer and certified by PERC as the unit designated or selected by a majority of public employees as their representatives for purposes of collective bargaining.
- J. Superintendent: The appointed official of the School District of Indian River County, Secretary and Executive Officer of the Board, who is responsible for the administration of the schools.
- K. State Regulations: The body of regulations adopted by the State Board of Education of the State of Florida to clarify and implement state statutes which relate to education.

- L. Working Hours: Those specified hours when employees are expected to be present and performing assigned duties. This includes relief periods but not lunch period.
- M. Work Day: The days, exclusive of holidays and vacation, that employees are expected to be present and performing assigned duties. (Article 5, Section A).
- N. Work Week: The work week begins on Saturday and concludes on Friday.
- O. Emergency: A sudden, urgent, usually unforeseen occurrence requiring immediate action.
- P. Fiscal Year: July 1 of one year through June 30 of the following year, or as established by Legislature.
- Q. Department: The operational units within the division.
- R. Day(s): Day(s) shall mean paid work days unless otherwise specified.
- S. Authorized Union Representative: An individual identified in writing by the Local President as a representative of the Union and eligible to conduct Union activities on released time.

ARTICLE 3

PAYROLL DEDUCTIONS

- A. The School Board agrees to make payroll deductions of union dues and other fees when authorized to do so by the employee on an approved form, in an amount as certified to the Board by the Secretary/Treasurer of the Union, and to transmit to the National Secretary/Treasurer of the Union, 501 Third Street, NW., Washington, DC 20001-2797 an amount so deducted. Upon request, the Board will provide the Union with a list of the members of the bargaining unit including their employee ID number.
- B. The dues or other fees deduction authorization may be revoked by the employee at any time upon his/her written request to the Board. The notice must be received at least thirty (30) days prior to effective date of cancellation. The Board will transmit to the Union a list reflecting all members included in the remittance, their employee ID number, amount of the current deduction, year-to-date deduction total, and the total to be deducted for the year.
- C. The Board agrees that dues and other fees will be deducted from each check as is presently practiced.

ARTICLE 4

RESPONSIBLE UNION/ EMPLOYER RELATIONSHIP

- A. The Board hereby agrees that every employee of the Board eligible for inclusion in the bargaining unit as listed on Certificate Number 333 of the public Employee Relations Commission shall have the right to join and participate in the Communications Workers of America or the right to refrain from such activity. This right shall be enjoyed without interference from the Board or its representatives or from any member, officer, or representative of the Union. The Board and the Union agree that neither the Board and its agents nor the Union and its agents will interfere with, restrain, or coerce the employees in exercising this right. The Board agrees that the Board and its agents will neither encourage nor discourage membership in the Union by discrimination in regard to hiring tenure, or other conditions of employment. Neither will they attempt to dominate, interfere with, nor contribute to financial support of the Union.
- B. Nothing contained in this contract shall be construed to provide, deny, or restrict employees who are members of the Union, or employees who are eligible for membership in the Union, rights they may or may not have under Florida School Laws or other applicable laws, rules and regulations.
- C. When it is necessary for the Union President or his/her designees to engage in Union activities which cannot be performed except during the normal school hours or meet or negotiate with management on day-to-day issues or grievances, arrangements shall be made by the President with the immediate supervisor for released time. For scheduled union functions and conferences, the Board will provide sufficient time for the Union President or his/her designee(s) provided written designation and leave forms are filed five (5) days prior to the leave. When extenuating circumstances exist, at the discretion of the Board, the leave shall be approved in less than five (5) days.

For the duration of this Agreement, the following shall apply:

1. The CWA Local President shall be considered a half-time release position which will allow the Local President to be released to perform Union duties for up to half of his/her scheduled work time per calendar year to engage in direct representational activities on behalf of District-represented employees. The Local shall reimburse the District for the salary, medical insurance, Florida Retirement System and Social Security costs for the release of the Local 3180 President using a mutually agreed upon

procedure. The District, in conjunction with the CWA's direct supervisor, shall determine the weekly working schedule of the CWA Local President in advance of the school calendar year.

2. Release time for Union stewards, other than the CWA Local President, to engage in direct representational activities on behalf of District-represented employees shall be paid for by the District; provided, however, that the Local shall thereafter reimburse the District for the hours taken to engage in direct representational activities on behalf of the CWA. Release time for Union stewards shall be subject to advanced approval by the District and shall not hinder the ability of the District to meet its operational or student's education needs. The CWA shall furnish to the District on a quarterly basis the names of its District-employed stewards. The District shall have no obligation to release employees to engage in CWA direct representational activities who are not on the quarterly lists supplied by the CWA.
- D. Personnel records, kept by the Board, of employees in the bargaining unit, shall be subject to the employee's inspection upon request. After such inspection, the employee shall have the right to initial and date the file to acknowledge his/her inspection on that date. The employee's file may be inspected by the Union only on signed authority of the employee.
 - E. When new employees are hired literature regarding the Union and membership will be provided by the Human Resources staff to the employee. Such material will be furnished by the union, at the Union's expense. Such materials shall be informational and shall not promote distrust of management. The Union will be provided a monthly list of new employees and their work locations so that the Union may be able to do direct outreach.
 - F. Limit Substitutes: Any part-time, temporary or substitute positions shall not exceed 6 months, unless the position becomes vacant for reason of approved medical leave, workers' compensation leave or personal leave. In these instances, it may be necessary to use a substitute to cover that position for more than a six (6) month period. (The intent of this is to fill the vacancy until the regular employee returns to work.)
 - G. In keeping with the Board approved job descriptions, an effort shall be made to maintain the assignment of MBU's in work related areas of their job responsibilities.
 - H. In the interest of maintaining a productive and positive working relationship, the Union and District agree that a joint Labor/Management Committee be established. The Committee shall

provide a venue for discussing matters of mutual concern to either party. Each party may also invite guests germane to the subjects to be discussed at the meeting. All joint Labor/Management meetings will be held during regular business hours of the District. Agenda items shall be shared with the other party at least twenty-four hours in advance of scheduled meetings. The Communications Workers of American Local 3180 (the Union) and the School District of Indian River County (the District) agree that for the CWA Local President be considered a half-time release position which will allow the Local President to be released to perform Union duties for up to half of his/her scheduled work time per calendar year at his/her discretion. The Local shall reimburse the District for the salary, medical insurance, Florida Retirement System and Social Security costs for the release of the Local 3180 President using a mutually agreed upon procedure.

- I. Bargaining Unit Work: Except in cases of urgent emergency when qualified represented employees are not available, non-represented employees (either supervisory or non-supervisory) will not perform work normally done by bargaining unit employees.

ARTICLE 5

WORK HOURS/BREAKS/OVERTIME PAYMENT/AND COMPENSATORY TIME

- A. Time actually worked when in excess of a forty-hour week shall be paid at the rate of one and one-half (1-1/2) hours pay for each hour worked in excess of 40 hours. Compensatory time will be earned at the overtime rate of 1.5 to comply with the Fair Labor Standards Act. In determining who will be selected for overtime work, seniority may be one of the factors of consideration. The work week for white collar is thirty-seven and one-half (37-1/2) hours and blue collar is forty (40) hours, unless posted otherwise with notification to the union.
- B. Overtime will be calculated on the actual time worked. Time and a half will be paid for actual worked hours in excess of 40 hours for the designated work week. Straight time will be paid for all hours actually worked up to 40 hours within the designated workweek. Holidays, compensatory time and all approved unpaid or paid leaves will not be included in the calculation of actual worked hours. The supervisor will assume responsibility for determining which employees will be assigned.
- C. Employees who are called into work for non-connecting overtime, beyond 40 hours, which is outside of normal duty hours, will be paid at a rate of one and one-half times their rate of pay for a minimum of two (2) hours. Travel time will be considered as time worked.
- D. All full-time employees are entitled to a minimum thirty minute (30) unpaid lunch break. In addition, employees working three (3) to six (6) hours are entitled to at least one fifteen (15) minute break, preferably one (1) halfway through their shift. All other employees working over six (6) hours are entitled to at least one (1) additional fifteen (15) minute break.
- E. All leave time will be computed and reported in hours instead of days.

ARTICLE 6

HOLIDAYS

- A. The District will provide 6 paid holidays. The following days may be recognized as holidays for all members of the bargaining unit.

Independence Day	Christmas Holidays (2)
Labor Day	New Year Holidays (2)
Veterans Day	Good Friday
Thanksgiving Holidays (2)	Memorial Day

- B. The holidays that will be authorized each year will be identified by the CWA/Support Calendar Committee which will have included in its membership representation from this bargaining unit. The President of the Union will appoint a maximum of 8 members representing both blue and white-collar workers.
- C. When an authorized holiday falls within an employee's vacation period, that day will not be charged as a vacation day.

ARTICLE 7

NEGOTIATIONS PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, may be subject to professional negotiations between them from time to time during the period of the agreement upon mutual agreement by the Board and Union. The parties agree to cooperate in arranging meetings, furnishing necessary information, and otherwise considering and resolving any such matters.

- B. Upon request of either party, representatives of the Board and the Union negotiating committees may meet at a time convenient to both parties for the purpose of reviewing the administration of this agreement and to examine problems which may arise out of the administration of this contract. These meetings are not intended to by-pass the negotiations or grievance procedures. Further, each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda covering what they wish to discuss.

- C. During the course of any negotiations described in this article, the parties mutually pledge that such negotiations shall be conducted in good faith.

ARTICLE 8

GRIEVANCE/ARBITRATION PROCEDURES

Section 1 – Grievance Procedure

- A. PURPOSE: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise involving the interpretation and/or application of the contract. The administration and intent of all provisions are subject to the Grievance and Arbitration procedure without limitation except as required by Florida Public Employee Law.
- B. DEFINITIONS:
1. Grievance - The term "Grievance" shall mean a written allegation by a grievant that a controversy, dispute, disagreement, or violation of any kind or character exists out of or in any way involving interpretation or application of the terms of this Agreement.
 2. Grievant - The term "Grievant" shall mean the employee or group of employees filing a grievance. The Union may be the grievant.
 3. Immediate Supervisor - The term "Immediate Supervisor" shall mean the principal of the school where the individual is assigned or an immediate supervisor when the individual is not assigned to a principal.
 4. Employer - The term "Employer" shall mean the School Board or the Administration.
 5. Days - The term "Days" shall mean working days.
 6. Party - The term "Party" shall mean the Board and the Union except in the case where there is no Union backing, then it shall mean the Board and the Grievant.
 7. Bargaining Unit - The term "Bargaining Unit" shall mean all employees of the Board who are members of the Communications Workers of America or eligible to be members of the Union.
- C. TIME LIMITS: Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum. Every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be

extended by mutual written agreement between the Union and the Superintendent or designee.

- D. END-OF-YEAR GRIEVANCE: In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the Board's Fiscal Year, and if left unresolved until the beginning of the next year, could result in irreparable harm to the grievant or Union, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the Board's Fiscal Year or as soon thereafter as possible.
- E. RELEASED TIME: It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the grievant's work responsibilities.

Release time shall be granted only upon mutual consent of the aggrieved person, the immediate supervisor, and Superintendent or Superintendent Designee. Such released time shall be without loss of pay to the extent required for such participation. All persons involved will make every effort to handle promptly and in an expeditious manner grievances that are being processed.

- F. REPRESENTATION: All members of the bargaining unit shall have the right of Union representation at each level of the grievance procedure at the union's option. Starting at level one, no grievant may be required to discuss any grievance if the union representative is not present. Any individual employee or group of employees in the bargaining unit shall have the right at any time to present a grievance to the designated representatives of the Board and to have such grievance adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the Collective Bargaining Agreement and the Union has been given the opportunity to be present and make statements for such adjustments. Copies of the Board representative's decision given at any step of the grievance procedure shall be speedily delivered to the grievant and the union. A grievant shall not be represented by a representative of any other employee organization except the CWA.

Section 2 – Grievance Progression

- A. INFORMAL DISCUSSION: In the event that an individual employee or a Union representative believes there is a basis for grievance, the individual or the Union representative shall first discuss the alleged grievance with the immediate supervisor. This informal discussion must be requested and should be scheduled within seven (7) working days following knowledge of the act or condition which is the basis of the grievance.

- B. LEVEL ONE: If as a result of the informal discussion with the immediate supervisor a grievance still exists, the grievant and/or Union may invoke formal grievance procedures on a form signed by the grievant or a Union representative. A copy of the grievance form shall be delivered to the immediate supervisor within ten (10) working days of the informal discussion. If the grievance involves more than one work site, it may be filed with the Superintendent or his/her designated grievance representative at level two. The immediate supervisor or designated representative shall have five (5) days after receipt of the grievance in which to hold a conference with the grievant and/or Union. The immediate supervisor or designated representative shall have ten (10) days after the conference with the grievant and/or Union to give a written decision. The immediate supervisor has the option of having representation of his/her choice present during discussion. When a level one discussion is held, copies of the response to the grievance shall be given in writing to the grievant and the union by the immediate supervisor or designated representative within ten (10) days following the discussion. Such delivery may be electronic.

LEVEL TWO: If the grievance is not settled to the union and the grievant's satisfaction or if a written decision is not submitted within the designated time limits at level one, the union and the grievant may move the grievance to level two by written notice to the Superintendent's designated representative within ten (10) days after the date of the response at level one. The designated representative shall have five (5) days after receipt of the grievance in which to hold a conference with the grievant. The designated representative shall have ten (10) days after the conference with the grievant to give a written decision. Such delivery may be electronic.

LEVEL THREE: If the grievance is not solved at level two to the union and the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of level two and before either party formally appeals the grievance to arbitration, the CWA National Representative and Superintendent will meet to review the grievance in an attempt to resolve the issue. Within ten (10) days the union and the grievant may move the grievance to arbitration. If the two parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the party seeking arbitration shall file a request with the Federal Mediation and Conciliation to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the Federal Mediation and Conciliation. The arbitrator shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings or final submission. The arbitrator's decision shall be in writing and shall set forth findings of

facts, reasons, and conclusions on the issues submitted to arbitration. The decision of the arbitrator shall be submitted to the Board, grievant, and the Union and shall be final and binding upon the parties.

- C. POWERS OF THE ARBITRATOR: It shall be the function of the arbitrator, and the arbitrator shall be empowered, to make a final and binding decision on the grievance.
1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
 2. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator and the arbitrator rules that the issue is not arbitrable, it shall be referred back to the parties without decision, comment, or recommendation on its merits.
- D. COSTS: The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- E. NO REPRISALS: No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure. No document of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any member of the bargaining unit.
- F. ACCESS TO INFORMATION: The Board and the Administration will cooperate with the Union in its investigation of any grievance and, further, will furnish the Union with such information as is requested.

Section 3 – Expedited Arbitration

Any grievance of a disciplinary action including demotion, suspension or termination of employment, except those grievances that also involve one or more issues of contract interpretation will be submitted to expedited arbitration after the filing of a request for arbitration by the Union.

For expedited arbitration of grievances involving termination of employment, any decision by the arbitrator to award back pay or benefits shall be based on the time period from the effective date of the grievant's termination up to the date of the arbitrator's decision.

A panel of three (3) arbitrators will be selected and agreed upon by the parties. Each arbitrator will serve until his or her services are terminated by written notice from either party to the other party. The arbitrator will be notified that his or her services are terminated by a joint letter from both parties. The arbitrator will conclude his or her services by deciding any grievances heard before the date of the joint letter notifying him or her of termination of services. A successor arbitrator will be selected and agreed upon by the parties.

Arbitrators will be assigned grievances in rotating order designated and agreed upon by the parties. If a grievance is postponed after an arbitrator has been assigned, the grievance will continue to be assigned to the same arbitrator. If a grievance is settled, cancelled or withdrawn after an arbitrator has been assigned but before the arbitrator decides the grievance, that arbitrator will be the next arbitrator in the rotational order to be assigned a grievance.

If an arbitrator is not available for a hearing within thirty (30) working days after receiving an assignment, the grievance will be passed to the next arbitrator in the rotational order. If no arbitrator can hear the case within thirty (30) working days, the case will be assigned to an arbitrator who can hear the case at the earliest date.

Procedure for Expedited Arbitration

The parties will notify the arbitrator by joint letter of the intent to proceed to expedited arbitration. The arbitrator and the parties will agree to a hearing date.

Before the hearing, the parties may submit to the arbitrator a joint stipulation of any facts that the parties agree are not in dispute.

The hearing will be informal, without formal rules of evidence. However, the arbitrator must be satisfied that the evidence submitted is relevant and of a type on which he or she can reasonably rely, that the hearing is in all respects a fair one, and that all facts reasonably obtainable and necessary for a fair decision are brought before the arbitrator.

A transcript of the hearing is not required. However, either party, at the party's own expense, may order a court reporter to attend the hearing. If either party orders a transcript of the hearing, the other party may obtain a copy of the transcript of the hearing upon payment of half the cost of the transcript.

Upon completion of the arbitration hearing, the arbitrator will render a bench decision consistent with and pursuant to the Contract. The arbitrator may affirm, deny grievance or may modify the discipline.

The decision of the arbitrator will determine the grievance; however, it will only apply to the grievance being arbitrated and will not set practice or precedent.

The time limits above may be extended by written agreement of the parties or at the arbitrator's request.

The decision of the arbitrator will settle the grievance, and the School District, Union and grievant agree to abide by such decision. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the School District and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.

ARTICLE 9

LEAVE PROCEDURES

- A. When illness necessitates absence from work, the supervisor, or designee will be notified as soon as possible according to applicable School Board rules available to employees.
- B. Support staff substitutes are the responsibility of the school or department. The employee will not be responsible for providing substitutes for their absences.
- C. Employees will notify their immediate supervisor five (5) working days in advance for any vacation leave requested. Employees will notify their immediate supervisor five (5) working days in advance when possible, for any personal charged to sick leave requested. Use of compensatory time will be scheduled under normal leave procedures, at employee's option, with supervisor's approval.
- D. CWA represented employees must exhaust all accrued and unused paid leave before requesting approval for unpaid leave time.

In cases where paid leave time is exhausted, except for in emergencies, requests for unpaid leave time must be submitted to the supervisor at least fifteen (15) days in advance. In emergency situations, where the employee is unable to reasonably know of their need for unpaid leave, a leave request shall be submitted as soon as the emergency need for the leave is known; this leave may be approved or denied. Approval of such requests is at the discretion of the supervisor and Superintendent/designee.

If a CWA employee fails to request unpaid leave timely and is absent from work or if an employee's unpaid absence is not approved, such absence shall constitute just cause for disciplinary action up to or including termination.

This article is not applicable to FMLA leave.

- E. All School Board rules relating to leaves for members of the Union or employees eligible for membership in the Union are considered a part of this contract. (See School Board Rules.)
- F. The Compassionate Leave Program is established as a mechanism for accepting from qualified employees the voluntary donation of time from annual accumulated sick leave. Compassionate Leave may be utilized by eligible employees who need extended time off due to a catastrophic, serious health condition or life-altering event of a member of the

employee's immediate family, or for someone residing within the employee's household, for whom the employee is the primary caregiver.

Exclusions include but are not limited to, normal pregnancy, any injury covered by Worker's Compensation or mental/nervous conditions, chemical dependency, alcoholism or related conditions. The following criteria will govern the creation, maintenance and use of Compassionate Leave Program.

1. Recipient must have been a regular employee of the district for at least one full year preceding the current fiscal year and must have used all available sick and vacation prior to receiving donated leave.
 2. Donors are eligible to donate creditable time they have earned as long as the employee retains a minimum of 30 days of available leave after the donation is deducted.
 3. The Leave will be donated to a specific employee at the time the donation takes place.
 4. Donations will be on first received from donor, first transferred to recipient.
 5. Recipient must complete an application for the Compassionate Leave Program which will contain:
 - a. Employee name
 - b. Employee Identification number
 - c. Beginning and Ending dates of leave requested
 - d. Last day of available paid leave
 - e. Explanation regarding the circumstances surrounding the reason for leave
 - f. Physician's Statement Form providing documentation of injury, illness or accident or other appropriate documentation for which leave is requested.
 6. In no event shall any compassionate leave time approved under this policy exceed 60 days.
 7. Any unused transferred sick leave hours will return to the authorizing employee on a last in, first out basis.
- G. CWA represented employees will be offered an option to "buy back" their sick leave earned during the previous fiscal year at 70% of the value of the leave. In order to qualify for this program, the employee must meet the following criteria.

1. Employees must have used 2 days or less of their sick/personal leave in the previous fiscal year. Days donated to sick leave pool or Compassionate Leave Program would not count toward the 2-day count.
2. The employee must have completed a full contract year in the fiscal year. An exemption will be granted for a break in service due to reduction in force in the immediate preceding year.
3. The employee must have an accrued leave balance of 30 days or greater.
4. The employee must be actively employed by the District at the time of the distribution of the funds. Application for “buy back” of sick leave must be made on or before October 1, of the current fiscal year. Upon approval, sick leave buy back will be paid subsequent to October 1, but in no event later than December 31.
5. The employee must complete an application to participate in the program.

If employees meet all these qualifications, they will receive payment for the requested, unused days based on the following formula: Number of sick hours accumulated within the district from the previous contract year, multiplied by the employee’s hourly rate of pay, multiplied by 70%.

ARTICLE 10

CONTINUITY OF OPERATION

- A. The Board and the Union recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year. The Board and the Union agree that their employees or members shall not foster or engage in a strike, boycott, work stoppage, slow down, mass sickness or any other similar activities.

- B. The Board and the Union agree that they will not, during the period of this agreement, directly or indirectly engage in or assist with any unfair labor practice. In the event representatives of either party are found guilty of such practice, the party of the guilty individual(s) will determine the nature of the action to be taken against the individual(s).

ARTICLE 11

TRANSFERS/PROMOTIONS, VACANCIES, REASSIGNMENTS & UPGRADES

A. TRANSFERS: (A lateral move within job classification or within department at the same pay grade)

1. The Union shall be notified in writing of all transfers prior to Board approval.
2. The Board and the Union acknowledge that the authority to make transfers rests with the Board upon the recommendations of the Superintendent. When transfers are made, they shall be made in what is considered to be in the best interest of the district program as determined by the immediate supervisor, superintendent, and Board, in determining who will receive the transfer, qualifications and seniority will be among factors considered.
3. Request for transfer to an open position shall be initiated using the online application system.
4. Transfers between work units will be made only where the efficient operation of the district program is of prime importance. Employees recommended by the Superintendent for transfers shall be given notice as soon as possible. All requests for transfers in this section shall be made by consultation between the Assistant Superintendent of the - Human Resources Department and the employee. However, nothing in this section shall prohibit the employee discussing a possible transfer with the immediate supervisor(s) of the work unit(s) in which an interest is shown. In instances where a requested transfer is not granted, the employee may request a conference with the Assistant Superintendent of the Human Resources Department and the immediate supervisor where the interest is shown for the purpose of reviewing the decision.

B. REASSIGNMENTS: (A move by an employee into a different position)

1. The union shall be notified in writing of all reassignments prior to Board approval.
2. The Board and the Union acknowledge that the authority to make reassignments rests with the Board upon recommendations of the Superintendent. When reassignments are made, they shall be made in what is considered to be in the best interest of the District

programs as determined by the immediate supervisor, Superintendent, and Board. Qualifications and seniority will be the primary factors considered in making the decision.

3. Request for reassignment to an open position f initiated by the employee using the online application system.
4. Reassignments between work units during the fiscal year will be made only where the efficient operation of the District is of prime importance. Employees recommended by the Superintendent for reassignment shall be given notice as soon possible. All requests for reassignment in this section shall be made by consultation between the Assistant Superintendent of the Human Resources office and the employee. However, nothing in this section shall prohibit the employee discussing a possible reassignment with the immediate supervisor(s) of the work unit(s) in which an interest is shown. In instances where a requested reassignment is not granted, the employee may request a conference with the Assistant Superintendent of the Human Resources office for the purpose of reviewing the decision.

C. PROMOTIONS: (A move into a position with a higher level of responsibility and at a higher rate of pay)

1. The Union shall be notified in writing of all promotions prior to Board approval.
2. The Board and the Union acknowledge that the authority to make promotions rests with the Board upon recommendations of the Superintendent. When promotions are made, they shall be made in what is considered to be in the best interest of the District program as determined by the immediate supervisor, Superintendent, and Board. In determining who will receive the promotion, qualifications and seniority will be the primary factors considered.

D. UPGRADES: (A current position with additional responsibilities. Justifying an increase in pay)

1. All requests for upgrades affecting MBU's will be considered in the collective bargaining process under Article 20.
2. The submitted requests will be justified with job descriptions and job qualifications as to the increase of duties and/or responsibilities.

E. VACANCIES: (Any Positions not filled)

1. Whenever a vacancy occurs in any position that is not filled by a transfer, reassignment, promotion or a new position is created within the District, it will be publicized on the District employment website. The notices shall be posted on the District for five (5) working days. Requirements for the position will be included in the notice. All written applications and resumes will be screened. Only the qualified applicants will be interviewed. Applicants who are not interviewed will be notified by the District of that decision. Upon request, the hiring supervisor will meet with applicants to discuss the reason(s) why they were not selected. Qualifications will be determined by the District's approved job description manual.
2. A member of the executive board, or designee, of the Communications Workers of America (CWA) may, at its discretion be utilized to screen candidate's qualifications as it pertains to the posted vacancy notice.
3. The merits of the applicant will be judged by the interview committee as they relate to the applicant's ability to perform the responsibilities outlined for the position.
4. Records of vacancies can be obtained by visiting the District employment website. The District agrees to provide electronic website posting of, group health, EAP, and emergency information for employees. Also, specific duties, hours per day, days per year, hourly rate and/or annual salary will be on all job vacancy notices. At the Union's discretion, they may make position vacancies known to employees through other means, including posting on a Union office bulletin board or on the Union website.
5. When filling vacancies the desire of employees will be considered.
6. This article is not intended to supersede the District's authority to make lateral reassignments and/or reduction in force reassignments in order to fill vacancies.
7. There may be instances where it is determined to be in the District's best interest not to fill a vacant position

ARTICLE 12

MISCELLANEOUS

- A. Should any provision of this agreement be declared illegal by a court of competent jurisdiction, or be in conflict with state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the deleted provisions. Any permissive legislation or legal clarification by a court of competent jurisdiction may be subject to further negotiations during the life of this contract provided both parties agree.
- B. Any member of the bargaining unit who is involved in litigation as a result of his/her Board assigned responsibilities shall be provided legal counsel. Legal counsel will advise the employee of his/her rights and obligations and render assistance in connection with handling the incident by law enforcement and judicial authorities.
- C. A complaint which is lodged by a parent, student, or other individual against an employee who is a member or eligible for membership in the Union will only be included in the employee's personnel file if the employee is provided with information about the complaint. The employee shall be given the opportunity to file his/her explanation with the complaint prior to any action.
- D. Any case of assault in the line of duty upon a member or an employee eligible for membership in the Union shall be reported to the immediate supervisor who shall report the incident to the Superintendent or designee. In the event the employee's rights have been violated, the Board will provide assistance with handling the case to the extent permitted by law.
- E. The Board agrees that a copy of current Rules and Regulations shall be available to members or employees eligible for membership in the Union on the District website.
- F. Benefit coverage will become effective for an eligible employee on the first day of the calendar month following 30 days of employment provided the employee is actively at work on that date and the employee attended a benefits enrollment meeting and has enrolled.
- G. Upon ratification of the proposed agreement by the Board and the Union, the Board agrees to furnish, at its expense, one copy of the agreement for each member of the bargaining unit. Any additional copies to be printed at the expense of the Union.

- H. The Board agrees to work jointly with the Union to provide employee groups with job in-service/improvement programs and/or activities. Individual Employee Job In-service and/or Improvement will be considered.

ARTICLE 13

REPRIMANDS, DISCHARGES, DEMOTIONS & SUSPENSION PROCEDURES

- A. In case of a written reprimand placed in an employee's personnel file, the employee shall be given the right to a conference with the immediate Supervisor, if desired, and the opportunity to include in his/her file a written statement on his/her behalf. The employee shall be notified of any negative material which may affect his/her employment status, to be placed in his/her file, and given the right to respond.

- B. In the event an employee is discharged, demoted, or suspended, a charge that the discharge, demotion, or suspension was without just cause shall be handled in accordance with the following:
 - 1. If the employee has not completed the probationary period, a charge that the action was without just cause shall be subject to processing through the first two formal steps of the Grievance Procedure but shall not be subject to the third step, arbitration. The action decided at the second step shall be final and binding on the parties.

 - 2. If the employee has completed the probationary period, a charge that the action was without just cause shall be subject to processing through the Grievance and Arbitration Procedure refer to Forms Addendum.

Reprimand Procedures are as follows:

- a. Verbal with verification - form signed by employee to verify notification with copy to the employee. Verbal reprimands will remain in an employee's file, however, after two (2) years, it cannot be used as the basis for further progressive discipline.

- b. Written reprimand to go in Personnel file with appropriate copies distributed may include day(s) of suspension without pay per School board policy. A Written Reprimand will remain in an employee's file, however, after three (3) years, a Written Reprimand cannot be used as the basis for further progressive discipline

- c. Possible termination.

- d. Certain proven offenses may constitute immediate termination (F.S. Statutes and SDIRC Board Rules).

- e. During any and all of the above steps of reprimand procedures, the employee retains the right to file a grievance.
- C. In the event that a decision of reinstatement is made from discharge, demotion, or suspension, the employee will not suffer loss of salary or any other benefits because of the discharge, demotion, or suspension action.

ARTICLE 14

REDUCTION OF PERSONNEL

- A. Recognizing the fact that the Board and Superintendent are legally charged with the responsibility of staffing the support services provided by the Board, this responsibility must be carried out in a manner that provides an effective level of operation as determined by the Board and Superintendent. It is recognized that occasions arise from time to time when it is necessary to reduce operating budgets or services. In the event this should occur, the Superintendent and his/her staff will analyze the total school program and services provided, including but not limited to personnel, in order to make recommendations to the School Board.
1. The District will make every effort to place any MBU affected by contracting for services in position vacancies for which they may qualify.
 2. The District will encourage and work with any contractor providing services to the District, to employ MBU's affected by the contracting out of services.
 3. Any plan to institute contracted services will be published by January 1st prior to the fiscal year (July 1st) implementation.
- B. When personnel who are eligible for membership in the Communications Workers of America bargaining unit are to be affected by a reduction in the number of working positions, the Union shall be notified by the Superintendent or his designee. The following procedures shall be used when reducing personnel who are eligible for membership in the Communications Workers of America bargaining unit.
1. After all annual contract personnel are reduced within the work group, continuous contract personnel with the least continuous seniority in the School District of Indian River County will be affected first by any reduction.

Work groups:

- Clerical (dependent on skills)
- Custodial and Warehouse
- Food Service
- Bus Drivers
- Bus Assistants
- Teacher/Media/Computer Lab Assistants

- Self-Care Aides
 - Health Assistants
 - Physical Plant Workers (dependent on skills, certification and licensure)
 - Mechanics
2. Personnel may not be placed into a higher pay grade as a result of a reduction.
 3. If two or more employees are equal under No. 1 above, consideration will then be given to the following:
 - a. The greatest number of years of work experience at the task under consideration.
 4. Any employee who would become eligible for retirement within the year during which they are affected by a reduction in personnel shall be given every consideration to acquire the additional required time.
- C. The following procedures shall be used when recalling personnel who are eligible for membership in the Communications Workers of America bargaining unit.
1. All personnel affected by the reduction as specified in Section B shall be given first consideration to fill vacant positions that occur up to, and including, the following school year, provided the employees are fully capable of performing the job responsibilities under consideration.
 2. An employee who has established a good work record as determined by the Board and who has been affected by the reduction as specified in Section B and who is capable of performing the duties of a vacant position shall be recommended to fill that vacant position before a new employee is employed.
2. Employees shall be recalled in inverse order outlined in Section B. Within five (5) days of the receipt of a letter of recall, or ten (10) days following the postmark date on the letter, an employee shall notify the Human Resources Department in writing whether he/she shall accept employment. Failure to respond to the letter of recall or to accept the position within the time required automatically terminates the employee's rights of recall. The employee is responsible for maintaining a current address and telephone number in the Human Resources Department at all times for purposes of this section. The letter shall be mailed to

the employee at the address by certified mail, return receipt requested.

4. No benefits shall accrue to individuals who are waiting to fill vacancies.

ARTICLE 15

EVALUATIONS

- A. All employees will be evaluated at least once each year employing procedures and criteria developed by the School Board.
- B. Employees will be made aware of the criteria and appraisal forms for evaluation at the beginning of each fiscal year or during the first month of employment.
- C. The annual evaluation form will be signed by the employee. It is understood that by signing, the employee is not indicating agreement with the evaluation. A copy will be filed in the employee's personnel file and a copy will be given to the employee.
- D. If the annual evaluation shows an employee not performing in an acceptable manner, the employee's supervisor shall make at least one specific written suggestion as to how the performance of the employee may be improved with a copy of the suggested improvement to the Union. A conference will be held within thirty (30) to sixty (60) days following the identification of the deficiency to discuss performance as it relates to the deficiency.
- E. All annual evaluations are to be completed on the dates described below and placed in the appropriate Personnel files by July 15th of each year. Administration reserves the right to do interim evaluations.

10 Month Employees May 25
11 Month Employees June 15
12 Month Employees June 30

ARTICLE 16

BULLETIN BOARDS/USE OF FACILITIES AND COMMUNICATIONS

- A. The Union may post notices of activities and matters of the Union on a bulletin board specifically assigned by the facility through the individual responsible for the facility. Each facility will provide a minimum of one (1) bulletin board designated for Union use. No material will be posted which is of a political nature or promotes a strike, work stoppage, or picketing.
- B. The Union and its representatives shall be considered a school-related group regarding the use of school buildings for meetings. The Union or its representatives shall make proper arrangements with the school principal and adhere to regulations set forth in School Board Policy 7510.
- C. The Indian River County courier service will be available within District facilities to the Union without expense for any reasonable handling of mail. Reimbursement as mutually agreed upon is expected if usage exceeds reasonable limits as determined by the Board. If agreement is not reached, courier service will be discontinued for the Union.
- D. Mailboxes assigned to members of the bargaining unit in each school may be used for Union communication at the discretion of the Union.
- E. When school announcements are made through written bulletins, brief Union announcements may be included with prior approval of the principal.
- F. The Union president via district e-mail may communicate announcements of CWA Local 3180 meetings with attached agenda.
- G. Union members will be given an opportunity to meet with bargaining union members for the purpose of explaining the contract and other related matters. Arrangements for these meetings will be worked out between representatives of the Union and principals of individual schools.
- H. The Union president via the automated calling system may communicate announcements regarding voting to MBUs.

ARTICLE 17

HEALTH & SAFETY

- A. Safety complaints or hazardous conditions shall be promptly reported by the employee to his/her immediate supervisor and promptly thereafter to the job steward or safety chairperson.
- B. The District and Union will establish a Joint Labor Management Safety Committee to develop and promote continuous improvements and employee involvement in safety and health processes. The committee will consist of Union and Management Representatives no to exceed six (6) each. District personnel who have authority to affect safety improvements will be in attendance. Each party will select their respective members, including a Union and District Co-chair. The Committee will meet on a monthly basis.
- C. Any employee qualifying for participation in the Districts Workers' Compensation Return-to-Work Program as per District School Board policy 8442, assigned by Risk Management, will be paid at 100% of the regular rate of pay, for their contracted work period.

ARTICLE 18

SICK LEAVE BANK

A. MEMBERSHIP

All full-time non-instructional employees of the School District of Indian River County who have been employed at least one (1) year and having accrued at least six (6) days of sick leave as of the date of application may enroll in the Sick Leave Bank.

Interested employees may enroll by voluntarily contributing two (2) sick leave days to the bank during the established registration period. Initial enrollment in the Sick Leave Bank will take place during the month of November. Employees may not contribute more than two (2) sick leave days during any additional contribution period in that fiscal year. Sick leave days donated to the bank by employees will not be returned to employees except as here after provided.

B. ESTABLISHMENT AND DURATION

A Sick Leave Bank shall not come into existence until at least two hundred (200) days are deposited. A review of the sick leave bank and its procedures will be conducted by the governance committee prior to July 1 of each year. Based on this review, changes will be made if necessary.

C. ADMINISTRATION AND GOVERNANCE

1. Sick Leave Bank will be administered, and form distributed through the Human Resources Department.
2. A review committee consisting of two representatives appointed by the Superintendent, two representatives appointed by the Communications Workers of America, and one representative jointly appointed will administer the Sick Leave Bank. This committee shall approve or deny each request for sick leave bank days and investigate any alleged abuses. The committee reserves the right to request a second medical opinion.

D. BENEFITS

In the event of catastrophic illness of a participating employee, causing the employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

1. All accumulated sick leave of the employee must first be expended, followed by an unpaid leave of three (3) continuous work days.
2. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident or injury.
3. Application for use of the Sick Leave Bank must be made to the Risk Management Department. Applications shall include:
 - a. A doctor's statement certifying the illness and the necessity for the protracted leave. A doctor's release statement will be necessary before the employee is allowed to return to work.
 - b. Certification by the employee of the date on which all sick leaves will be exhausted and the date on which the sick leave bank is to be used.
4. A maximum of thirty (30) paid working days may be received by an employee in a fiscal year.
5. An employee who is a member of the Sick Leave Bank shall not be eligible to use sick leave from the bank if the employee is on injury or illness-in-the-line-of-duty, workers' compensation or other paid leaves.

E. REPLENISHMENT

After the bank is established, each participating member shall contribute two (2) additional days if the bank drops to a balance of below 100 days. When it becomes necessary to replenish the bank, the contributions shall be equally required of all employees participating.

F. DISSOLUTION

In the event the Sick Leave Bank is terminated, all unclaimed sick leave days will be returned to participating members where possible. Returning of days will be accomplished equally to those members who have not utilized sick bank leave withdrawal.

G. WITHDRAWAL OF PARTICIPATION

A participating employee who chooses to withdraw from participation in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed.

H. PARTICIPATION ABUSE

If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay (in days or dollars, i.e., member's daily rate of pay) all of the sick leave credit drawn from the bank and be subject to such other disciplinary actions as determined by the District School Board through appropriate established procedures.

I. HOLD HARMLESS

The School District of Indian River County employees who are members of the Sick Leave Bank, or officers and agents are held harmless for the cost and results of any action which may be brought by any of its members, group, groups of members or agencies of the law with respect to the establishment, administration or expenditure of the assets of the Sick Leave Bank.

ARTICLE 19

RETIREMENT INCENTIVE PLAN

- A. A member of the Bargaining Unit who would be eligible for retirement under an existing state retirement system shall be paid a retirement incentive of fifteen percent (15%) of his/her current annual salary, excluding supplements plus 1% for every five full years of service in the District.

Provided that the member:

1. begins the retirement process six months prior to retirement by notifying the district Human Resources office in writing of the intention to retire with the effective retirement date specified; and
 2. retires in the first year eligible for retirement without FRS penalty; and
 3. has provided at least ten (10) years of continuous service to the District immediately prior to retirement.
- B. The retirement incentive will not be paid to any employee if the employee continues full-time employment with the Board after the first year in which he/she becomes eligible for retirement without penalty. (I.e. 6 years or more FRS service and age 62; or 30 years FRS service at any age.)
- C. It shall be the responsibility of each employee to determine, through the Florida Retirement System his/her eligibility for retirement and to establish that he/she meets the requirements set forth for the collection of retirement incentive and to certify same to the Human Resources office.
- D. At the time the retirement process is initiated, failure to declare transfer credits, military service credits, or any other similar provisions which will alter the retirement status will be sufficient grounds to cancel the retirement incentive pay.
- E. The retirement incentive will be paid in a lump sum immediately prior to the indicated time of retirement.
- F. Financial Feasibility:

If, after computing the financial impact of plan applicants, it is found that there is a significant cost to the District, the Board will withdraw the incentive for that fiscal year. In that instance, those who had applied

may choose to defer their retirement to anytime during the following year and will be given first priority to retire with incentive the following year. The decision by the Board to withdraw the incentive will be made within sixty (60) calendar days of receiving the request for the retirement incentive.

ARTICLE 20 (updated list)
COMPENSATION AND FRINGE BENEFITS

A. POSITION AND GRADE SUPPORT PERSONNEL - WHITE COLLAR UNIT

Work Days	Paid Days	Hours Per Day	Job Title	Pay Grade
244	250	7.5	Accounts Payable, Clerk	8
180	186	7.5	Behavior Support Technician	9
244	250	7.5	Bookkeeper – Extended Day/Community Service	10
244	250	7.5	Bookkeeper – Middle School	8
244	250	7.5	Bookkeeper - Senior High School	10
244	250	7.5	Buyer (Without NIGP or equivalent certification)	10
244	250	7.5	Buyer (with NIGP Certification or equivalent)	12
190	196	7.5	Child Development Associate – CDA	9
214	250-196	7.5	Clerical Assistant	6
244	250	7.5	Data Entry Clerk (Senior)	6
214	220	7.5	Employment Technician	9
244	250	7.5	Fingerprint Specialist	8
244	250	7.5	Fiscal Specialist I	10
244	250	7.5	Fiscal Specialist II	12
214	220	7.5	Food Service Application Clerk	6
180	186	7.25	Health Assistant I	6
180	186	7.25	Health Assistant II	10
180	186	7.25	Health Assistant III	12
180	186	7.5	Job Coach	8
244	250	7.5	Jr. Programmer	13
190	196	7.25	Library/Media Assistant	5
244	250	7.5	Outreach Specialist	8
244	250	7.5	Personnel Records Specialist	8
244	250	7.5	Personnel Records Technician	9
244	250	7.5	Records Specialist	8
180	186	7.25	School Computer Lab Assistant	6
244	250	7.5	Secretary II- Administrative	8
244	250	7.5	Secretary/Bookkeeper (Food Service & Maintenance)	10
244	250-196	7.5	Secretary - Senior	7
244	250-196	7.5	Secretary I	6
180	186	7.25	Self-care Aide, ESE	5
244	250	7.5	Switchboard Operator/Receptionist	5
180	186	7.5	Teacher Assistant	6
180	186	7.5	Teacher Assistant/ESOL (Bilingual)	7
244	250	8	Transportation Computerized Routing Specialist	6
214	220	8	Transportation Dispatcher	4 or 6
244	250	8	Transportation Operations Specialist	8

SUPPORT PERSONNEL - BLUE COLLAR UNIT

Work Days	Paid Days	Hours Per Day	Job Title	Pay Grade
248	254	8	Air Conditioning/Refrigeration Mechanic	12
248	254	8	Building Automation Specialist	14
180	186	*	Bus Assistant	4
180	186	*	Bus Driver	9
180	186	*	Cafeteria – Cook/Baker	4
186	192	*	Cafeteria – Manager Trainee	5
180	186	*	Cafeteria Worker	3
248	254	8	Carpenter	11
248	254	8	Carpet Crew	5
248	254	8	Crew Chief	13
244	250	8	Custodian	3
244	250	8	Custodian - Head I	6
244	250	8	Custodian - Head II	8
248	254	8	Electrician	12
248	254	8	Electronic Technician I	11
248	254	8	Equipment, Appliance & Boiler Mechanic	12
248	254	8	General Maintenance Worker	7
248	254	8	Groundskeeper	7
248	254	8	I.A.Q. Technician	6
248	254	8	Locksmith	11
248	254	8	Mechanic	12
248	254	8	Mechanic - Foreman	13
248	254	8	Painter	8
248	254	8	Parts Expeditor	10
248	254	8	Pesticide Applicator	9
244	250	8	Plant Operator I	8
244	250	8	Plant Operator II	13
248	254	8	Plumber	11
244	250	8	Printer/Offset Press	10
244	250	8	Property Records Technician	9
248	254	8	Refuse/Sanitation Truck Driver	8B
180	186	7.5	Security Monitor	6-7
180	180	*	Student Monitor	3
248	254	8	Tile Setter/Mason	11
248	254	8	Warehouse Worker	8
248	254	8	Warehouse Foreman	13
248	254	8	Welder	10

***Hours per day are undetermined.** Bus Drivers, Bus Assistants, cafeteria workers, bakers, cooks and student monitors hours may vary.

B. EXPLANATION

1. Each classification is named, and a pay grade is allotted. There may be several classifications in the same pay grade when the classifications are comparable in skill, complexity, knowledge, and training.
 - a. For new hires, a maximum of 10 years of outside experience related to the position may be granted in the pay grades when verified in writing.
 - b. For internal changes: Transfers, reassignments, and lateral moves: An employee changing positions under one of these circumstances as defined in Article 11, will carry all of the experience steps to the new position. In-house District experience is defined as employment as a temporary employee working in the same position for a period of time greater than six months.
 - c. Promotions: An employee being promoted as defined in Article 11 will carry all of their experience steps, salary schedule or up to 10 years of related experience. Experience may be from outside the district or in the bargaining unit. All documented related experience will be verified by the Human Resources office.
2. Following the probation period and for outstanding performance in a work position, the School Board may determine the position on the salary schedule at which the employee may be placed. When this provision is exercised, the Board will notify the Union prior to taking action.
3. The proposed wage schedules as outlined will include years of actual service plus any work experience granted upon initial employment.
4. For fiscal year 2018-19, bargaining unit employees shall receive an overall salary increase of 3%. This salary increase will be applied retroactively to the start of each individual employee contract upon the date of mutual ratification by both parties.

For the fiscal year 2019-20, bargaining unit employees shall receive an overall salary increase of 2.5%. This salary increase will be effective July 1, 2019.

For the fiscal year 2020-21, bargaining unit employees shall receive an overall salary increase of 2.0%. This salary increase will be effective July 1, 2020.

No further increases will be afforded bargaining unit employees upon expiration of this agreement, absent mutual written agreement by the parties.

5. Generally, blue collar positions are 8 hours per day; white collar 7.5 hours per day. Twelve-month positions may be posted and filled as 11- or 10-month positions, as necessitated by specific department or school need.

B. C. PAY SCHEDULE

1. Effective upon ratification of this Agreement by both parties, the following shall occur:
 - a. Reduce current Wage Table to five (5) Tiers keeping current start rate and top rate and using current rates for the three (3), six (6) and nine (9) year intervals.
 - b. Employees who are currently being paid at a higher rate than other employees at their current level of service will be “green circled” and remain at their current rate of pay until their years of service “catches up” to their current pay level.
 - c. Employees who are currently being paid at a lower rate than other employees at their current level of service will be advanced to the rate of pay corresponding to their years of service at ratification.
 - d. Employees will advance to the next Tier and be paid at the rate corresponding to their job grade upon a service anniversary (for example: an employee in job grade 7 will go from making \$14.51/hour to \$16.23/hour on their sixth service anniversary).
 - e. The employer may place a new hire at Tiers 1-4 at its discretion. However, no newly hired employee will be placed at Tier 5.
 - f. A newly hired employee placed at an advanced Tier will be “green circled” and remain at that Tier until their years of service “catches up” to their current pay level.
2. Benefit coverage will become effective for an eligible employee on the first day of the calendar month following 30 days of employment provided the employee is actively at work on that and the employee attended a benefits enrollment meeting and completed and turned in necessary

forms within 30 days of employment. Termination of all benefits shall be effective as of the last day of the final month of employment.

3. The Board agrees to pay any fees, expenses or costs that may be directly related to local, state or federal directives or legislation, or Board action, such as the requirements of commercial license, medical examinations, required special clothing and/or drug testing of employees, unless otherwise stated on the job posting.
4. For 12-month employees, vacation accrual as per School Board Rule 3.32 (note: the current provision is for employees with less than 5 years, 1 day per month; employees with 5 years but less than 10 years 1.25 days per month; employees with more than 10 years, 1.5 days per month. Maximum accrual of 500 hours.

D. TRAINING

1. Training for any CWA represented employee that is mandated by the District, or by law or any governmental agency, shall be provided by the District.
2. Such training shall be conducted, whenever possible, during regular work hours.
3. If an employee wishes to attend training not mandated as in #1 above, he or she may do so, provided attending the training does not conflict with the performance of their job.
4. The employee will not be compensated for voluntarily attending training unless that training is held during the employee's regular work hours and the employee has been released from his or her normal job duties to attend the training.
5. The employee shall be compensated for the training time at their regular hourly rate.

E. FRINGE BENEFITS

1. One (1) paid day of sick leave per month worked
2. Transfer of sick leave from another district or agency in Florida (in accordance with State Law)
3. Five (5) days of personal leave charged to sick leave
4. Professional Leave

5. Board paid leave until workers' compensation indemnity benefits begin for compensable illness or injury in the line of duty.
6. Contributions for retirement
7. \$540/month toward the cost of individual plan health insurance (optional dependent health insurance) Any premium changes to insurance plans will be increased by Board decision for each school year.

For the 2019-2020 School Year:

In 2019-2020, the Board approved a 5% increase. The School Board will absorb the entire increase in premiums for each level of all available insurance plans. Each bargaining unit member who is not enrolled in a School Board health insurance fund as of the ratification of this Agreement by both parties shall receive a one-time, lump sum payment of \$674 not on base pay. Funding is based on the School Board making a one-time transfer to the Insurance Fund of \$1,566,666 in 2019-2020. No further changes for the 2019-2020 year will be negotiated absent mutual written agreement by the parties.

For the 2020-2021 School Year:

Either party may notify the other of the desire to open negotiations for the 2020-2021 school years prior to April 1, 2020. If such notice is given, negotiations shall be initiated by April 15, 2020. In the event there are no negotiations requested, the bargaining unit employees will absorb one half of the increase in premiums for each level of all available plans. No further changes for 2020-2021 year will be negotiated absent mutual written agreement by the parties.

For the 2021-2022 School Year:

Either party may notify the other of the desire to open negotiations for the 2020-2021 school years prior to April 1, 2020. If such notice is given, negotiations shall be initiated by April 15, 2020. In the event there are no negotiations requested, the bargaining unit employees will absorb one half of the increase in premiums for each level of all available plans. No further changes for 2020-2021 year will be negotiated absent mutual agreement by the parties.

8. Group Life Insurance shall be provided to all employees contracted for 21 hours per week or more.
9. Payment of full salary for Jury Duty or Witness Duty
10. Six (6) paid legal holidays
11. Retirement incentive per article 19A.
12. Terminal Pay of 50% of accrued sick leave after 10, 11 & 12, years and 70% after 13 years or more.
13. Annuities Program (administrative cost)
14. Supplemental Cancer Insurance Program (administrative cost)
15. Dental Insurance Program (administrative cost)
16. Unemployment Insurance
17. Legal Liability Insurance as per chapter 768.28, F.S.
18. Payroll deductions for Union dues and Union activities
19. Payment of appropriate percentage on Social Security
20. Flex benefit plan
21. IRSC Tuition fee waiver, when offered by IRSC
22. Uniform rental program shall be provided and required for the following job classifications:
 - a. Warehouse
 - b. Grounds
 - c. Maintenance
 - d. Garage
 - e. Custodial
 - f. Cafeteria (See Article 21, Section 3)
 - g. Pesticide
 - h. Health Assistants (See Article 21, Section 5)

ARTICLE 21

SPECIAL SUPPLEMENTS

Section 1 - Custodians

- A. Night custodians (2:30 pm - 11:00 pm) - \$28.62 month
Late night custodian (10:30 pm - 7:00 am) - \$35.77 month
- B. The hours of employment for custodian may overlap shifts. The custodian will be paid at the rate of the shift in which the majority of time is scheduled.

Section 2 - Shift Supplement

If an employee in a position normally worked during a regular shift is required to work an alternative shift, then a shift supplement equal to that specified in Article 21, Section 1(A) for night custodian, will be paid to workers. If a lead person or position head is required to work an alternative shift, that employee will be paid a shift supplement in Article 21, Section (A) for late night custodian. If a person is employed (hours appear on job posting) for a second or third shift, the employee will work at the scheduled rate of pay without a shift supplement.

Section 3 - Bus Drivers & Assistants

- A. A route consists of both the AM & PM run. Eligibility to bid on a route requires the ability to service a complete route. Bus drivers/assistants who become eligible for social security benefits or qualify for disability benefits must be able to service a complete route to remain eligible for the bidding process. If full time driver/assistant becomes limited to working only an AM or PM shift, their full time status of employment would remain consistent if able to maintain a minimum 4hr daily work schedule, however, the work assignment would be based on the daily need of route coverage and/or additional tasks.
- B. Field trips: Driving Time @ Regular Pay from compound to compound.
- C. Meals & per diem reimbursement: According to School Board Policy.
- D. Driver Trainer: Regular Bus Driver Pay Rate
- E. Regular bus drivers and bus assistants will be granted a minimum of three (3) hours of work per day when assigned a normal route, except summer school.

F. In selecting drivers for field trips, a rotation procedure will be employed and seniority shall be among other factors used in making the selection. In accordance with Field Trip Procedures Addendum dated November 21, 2008.

1. In selecting drivers for over-night field trips, a separate rotation procedure shall be used and seniority shall be one of the factors used in making the ranking for rotation. Overnight field trips are defined as trips that require lodging.
2. The period of time used for the rotation procedure shall be:

August 1	-	October 31
November 1	-	January 31
February 1	-	April 30
May 1	-	July 31

During each of the above periods, a driver may refuse three (3) field trips before being removed from the rotation procedure until the next time period begins.

G. Bus drivers will drive for educational/extra-curricular field trips consistent with the field trip agreement. Teachers and sponsors may drive their own students to extracurricular events and contests Monday through Friday. Teachers may drive their own students on field trips under extenuating circumstances Monday, Tuesday, Thursday, Friday and up to 3:00 p.m. on Wednesdays. Team coaches may drive for athletic trips Monday, Tuesday, Thursday, Friday up to 4:45 p.m. and up to 3:00 p.m. on Wednesdays. Bus drivers will drive all other athletic runs, including all weekend and holiday events.

Special Circumstances – If there should be a teacher, coach, or sponsor who has students to transport in an approved vehicle or vehicles, other than school bus, to a predetermined event, this will be acceptable regardless of times. If there is no teacher, coach, or sponsor available, a bus driver can drive for wages and supplements as determined under the contract.

H. Bus drivers will be paid for unusual delays while driving their regular routes provided the time of the delay is verified and certified by a representative of the School Board.

Section 4- - Tool Supplement

- A. Regular bus mechanics, electronics technicians, and audio-visual technicians who own and use a full complement of tools (as determined by the School Board) in performing their assigned duties will receive a supplement of \$256.37 per year.

Section 5 - Cafeteria Personnel and Health Assistants

- A. Uniforms and shoes will be supplied for cafeteria personnel and Health Assistants as follows:

Three (3) sets per employee for the first year
Two (2) sets per employee every year thereafter

- B. If specialized shoes are required, employees shall be reimbursed up to \$25.00 annually.

Section 6 - In Charge Supplement

- A. When an employee is assigned to do the work of a foreman, coordinator, head person, etc., for a period in excess of four (4) full consecutive work days, up to six (6) weeks, the employee shall receive an 'In Charge Supplement' equal to the difference between the employee's regular rate and the Step 1 rate of Pay Grade of the Classification being replaced, or 5% above the employee's regular rate, whichever is greater. If the assignment exceeds six (6) weeks, the cap will be 10% above the employee's regular rate, or the rate of pay of the position being replaced.
- B. This assignment shall not be moved between employees to avoid payment of the 'In Charge Supplement'.
- C. The intent of this provision is to address temporary vacancies of up to one (1) year in duration.

Section 7 - Co-Workers Assignment

- A. When an employee is assigned to do the work of a co-worker paid at a higher pay grade for a period in excess of four (4) full consecutive work days, up to six (6) weeks, the employee shall be compensated at the higher pay grade, step one, or at an increase of 5% over their regular pay, whichever is higher. If the assignment exceeds six (6) weeks, the cap will be 10% above the employee's regular rate, or the rate of pay of the position being replaced.

- B. This assignment shall not be moved between employees to avoid payment of the increased compensation.
- C. The intent of this provision is to address temporary vacancies of up to one (1) year in duration.

Section 8 – No Child Left Behind (NCLB) Paraprofessional Supplement

An annual supplement of \$1,050 will be awarded to all paraprofessionals as defined in the NCLB legislation who meet any one of the following criteria:

1. Successfully completed 60 credit hours or more at a(n) accredited institution(s) of higher learning.

Effective July 2007, those paraprofessionals and all other employees that are eligible for representation by the union that have been receiving the NCLB supplement and have previously submitted official college transcripts to Human Resources, will receive the following supplement instead of the NCLB:

1. AA/AS degree or successfully passed the “Para Pro” exam - \$1250
2. Bachelor’s degree - \$1700
3. Masters or Specialist - \$2200

Those paraprofessionals and all other employees that are eligible for representation by the union that have been receiving the NCLB supplement and have a degree, but transcripts have not been submitted to Human Resources will need to provide documentation. The supplement for those individuals and anyone completing the AA/AS, Bachelor, Masters or Specialist degree before June 20, 2008, will become effective July 1, 2008.

All recipients who meet the college requirements are responsible for submitting official college transcripts to the Human Resources office. Verification of the successful completion of the Para-Pro exam will be submitted to Human Resources by the Staff Development office.

The effective date of the supplement is the date verified by Human Resources and is not retro-active.

Employees filling custodial positions in district locations where there is no head custodian will receive a \$1,200 supplement. Paraprofessional Pre-K Certified teacher assistants who are in the classroom with no teacher will receive a \$1,000 supplement.

ARTICLE 22

EMPLOYMENT PROCEDURE

A. EMPLOYMENT STATUS

1. Probationary Period

All new professional support staff employees shall be placed on a ninety (90) workday probationary period. At the conclusion of the probationary period the employee shall either be placed on annual employment status or terminated. During the probationary period, an employee may be terminated without cause.

If an employee transfers into a position in a non-related area or job function, the employee shall be subject to a ninety (90) workday probationary period.

If an employee is promoted within a related or non-related area or job function, the employee shall be subject to a ninety (90) workday probationary period.

2. Pre-Continuous Employment

The School Board shall employ all professional support staff personnel in accordance with Section 1012.40, Florida Statutes. All professional support staff employees shall be employed on an annual basis for a minimum of three (3) years. Any initial year of employment in which the employee works at least one (1) more day than half of their contract year will count as the first annual status year. At the conclusion of any fiscal year, an employee on annual status may be non-renewed. Notification of non-renewal shall be made in writing not later than May 1st.

As used herein, reference to "annual status" or similar descriptive language concerning the annual appointment, shall mean and shall be referenced to as Pre-Continuous Employment Status, the probationary status mentioned in Section 1012.40, F.S.

3. Continuous Employment Status

a. The School Board shall provide continuous employment status as prescribed herein provided there is a position available at the worksite for the employee, and the employee;

1. has completed three (3) years of satisfactory service in the District, during a period not in excess of four (4) successive

years, such service being continuous except for leave duly authorized and granted; and

2. has been recommended by the Superintendent for continuous employment and re-appointed by the School Board based on successful performance of duties and demonstration of professional competence.
3. the period of service provided herein may be extended to a fourth (4)th year when prescribed by the supervisor or administrator and agreed to in writing by the employee at the time of reappointment.

- b. The continuous employment status shall be effective at the beginning of the fiscal year following the completion of all requirements therefore.
- c. Any employee who has previously held continuous employment status in the District and returns to the District may be placed on continuous employment status after completing one year of satisfactory service in the District and recommendation of their supervisor.
- d. The continuous service status shall be continued each year unless the Superintendent or designee, after receiving a recommendation from an Administrator, who after following Board adopted assessment to evaluation procedures, charges the employee with unsatisfactory performance and notifies the employee in writing of performance deficiencies which may result in termination of employment.

4. Return to Annual Status

Any member of the professional support staff who is under continuous employment status and transfers to a different position with substantially different job responsibilities shall be returned to annual status for a period of one year.

- a. At the conclusion of one year, if the employee's performance is deemed satisfactory by the administrator or supervisor, the employee shall be granted continuous employment status.
- b. An employee, who returns to a previously held position, will retain the employment status previously held in that position.

B. SEPARATION OF PROFESSIONAL SUPPORT STAFF

1. Resignation

- a. Resignation of employees shall require at least two (2) weeks written notice in advance of the date of separation. Unused vacation days and personal days charged to sick leave may be used toward all or part of this requirement. This requirement may be waived with approval by the Human Resources Department.
- b. All leave forms, termination forms, uniforms (if purchased by the Board), keys, technology or any other property issued by the District, must be returned on or before the last day of work. Failure to return district property may result in the District pursuing legal/collection remedies.
- c. An exit interview shall take place prior to or at the time of receiving the last check. Termination of all benefits shall be effective as of the last official day of employment.

C. DISCIPLINE AND TERMINATION

1. Unsatisfactory Evaluation of an Employee with Continuous Employment Status.

- a. On receiving notice of an unsatisfactory evaluation, the employee, upon request, shall be accorded an opportunity to meet with the Superintendent or his designee, and a union representative, for an informal review of the determination of unsatisfactory performance.
- b. An employee notified of unsatisfactory evaluation may request in writing an opportunity to be considered for a transfer to another appropriate position, if a vacancy exists, with a different supervisor for subsequent employment.
- c. During the remainder of the fiscal year, the employee shall be provided assistance and/or in-service training opportunities to help correct the noted performance deficiencies. The employee shall also be evaluated periodically and be kept apprised of progress achieved.

If the annual evaluation shows an employee not performing in an acceptable manner, the employee's Supervisor shall make at least one specific written suggestion as to how the performance of the employee may be improved, which the employee may share with the Union. A conference will be held within sixty (60) days

following the identification of the deficiency to discuss performance as it related to the deficiency.

- d. Not later than May of the fiscal year, the Superintendent or designee, after receiving and reviewing the recommendation, shall notify the employee, in writing, whether the performance deficiencies have been corrected. If the performance deficiencies have not been corrected, the Superintendent will issue a notification of termination of employment, with just cause.

2. Discipline and Termination Professional Support Staff on Annual or Continuous Employment Status.

Suspension and dismissal of professional support staff personnel shall be conducted in accordance with the procedures contained below except that the Superintendent may suspend members of the professional support staff in an emergency.

- a. With School Board approval, an employee may be suspended without pay, discharged and/or returned to annual status, for reasons including but not limited to the following:

1. Violation of a policy of the School Board Rules and Regulations of Indian River County, Florida.
2. Gross insubordination; refusal to follow a proper directive, order or assignment from a supervisor.
3. Immorality.
4. Misconduct in office.
5. Incompetence.
6. Willful neglect of duty.
7. Use of, or under the influence of, drugs and/or alcohol.
8. Conviction of any crime involving moral turpitude.
9. Endangering the health, safety or welfare of any student or employee of the District.
10. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction.

11. Improper use of leave.

3. Absence after leave expires

Professional support staff employees, who are not eligible for extended leave may, after ten (10) days of absence from their position and after sick leave expires, be recommended for dismissal.

ARTICLE 23
Transportation - Field Trip Procedures
Revised May 2019

A. OFFICE PROCEDURES

1. Field Trip requisitions arrive at Transportation via email on the Field Trip Tracking Software. All Field Trip requisitions arrive posted with the date and time that the requisition was submitted and a Field Trip number is automatically assigned by the Automated Field Trip System.
2. All Field Trip requisitions must be filed no later than ten (10) work days prior to the field trip date.
3. For a given month, all trips that have been requested thus far will be designated to drivers prior to the start of that month, but not prior to the 25th.
4. Any requisition for a Field Trip that does not meet the ten (10) day deadline must be brought to the attention of the Director of Transportation.
5. If the Field Trip Tracking Software accepts a Field Trip requisition, the automated system ~~as~~ will reflect the trip as "PENDING" until assigned.
6. The Data Entry Clerk (senior) will record the Field Trip in the Field Trip book (black book). The field trip number is automatically assigned by the Automated Field Trip System. All trips will be recorded in the black book no later than two (2) weeks prior to the trip.
7. Each Field Trip will be assigned to drivers, in seniority order rotation (highest to lowest), first by the submission date, second by the time, including those Field Trips received after the initial monthly assignment.
8. Field Trips received or not assigned within two (2) days of the date of the trip, will be assigned to drivers from the Emergency Field Trip list and noted as Emergency.
9. Field Trips not assigned within two (2) hours of the trip, will be assigned to the first available driver and noted on the trip as Emergency, and display the date and time. These Emergency Field Trips will also be initialed and/or signed by the individual making the assignment and the Director of Transportation.
10. After each Field Trip is assigned, the Data Entry Clerk (senior) will print the Driver Accept/Refuse form for each trip. These dated forms will be placed in the driver's mailbox. The Driver Accept/Refuse form must be returned to the Data Entry Clerk (senior) within 48 hours for South County drivers and 56 hours for North County drivers. If the driver refuses a Field Trip, the trip will then be assigned to the next driver in the Driver Rotation Database. All refused trips will be noted.
11. The Data Entry Clerk (senior) will write the names of the drivers assigned to Field Trips for the week in the Field Trip Book (black book). Beside each driver's name, the Data Entry Clerk (senior) will mark which sections of the driver's run(s) will need to be covered by a substitute driver. The Data Entry Clerk (senior) will bring these assignments to the attention of the Dispatchers at the beginning of each work week.

12. Assigned Field Trips for each day will be placed in the corresponding boxes in the office. The day after each Field Trip has been taken; the Data Entry Clerk (senior) will remove the Field Trips for that day from the boxes in the lobby and place them in the mailbox of Finance, where the trips will then be billed for by the Finance/Payroll personnel.
13. A report of Field Trips submitted (including school/sponsor, driver assigned and date) will be turned in to the Director of Transportation on a weekly basis by the Data Entry Clerk (senior).

ADDITIONAL PROCEDURES

1. The amount of time allotted for a Field Trip is determined by the requisition provided by the school.
 - a. Field Trips, four (4) hours or more, will be driven by Full Time Drivers. These four (4) hours will not include pre-trip, travel time or clean-up time. Trips less than (4) hours will be assigned to substitute drivers.
 - b. School-day Field Trips for less than four (4) hours, that interfere with a full time drivers route, will be driven by substitute drivers.
 - c. If a driver assigned to a Field Trip, turns in a trip refusal within 48 hours of the trip, the Emergency Field Trip Roster will be used to reassign the trip.
2. Mid-Days are assigned to full time drivers.
 - a. Drivers that have mid-days 5 days a week will not be placed on the roster for fit-ins.
 - b. Drivers that have mid-days four (4) days a week or less will be placed on the roster for fit-ins assignments for specific day of availability.
 - c. Drivers will let Data Entry Clerk (senior) know which days they are available to do fit-ins.
3. Fit-Ins are trips that are between a driver's regular AM and PM route.
 - a. There will be a North County (Fellsmere, Liberty Magnet, Treasure Coast, Pelican Island, Sebastian Elementary, Sebastian River Middle and Sebastian River High School) section.
 - b. There will be a South County (all other schools) section. Full Time drivers will be rotated for Fit-Ins among this group of drivers.
 - These assignments will be given by seniority from the Fit-In Roster List.
 - If a Full Time driver calls in on the morning of a work day and has a Fit-In assigned for that day, the Fit-In responsibility will come from the Driver Fit-In roster.
4. The following time limit is in place for a driver, or assistant to accept or refuse any Field Trip:
 - a. The driver or assistant who received the Driver Accept/Refuse form will return the form in a timely manner for processing. If the form is not returned within 48 hours for South County & within 56 hours for North County, the trip listed on the form will be assigned to the next driver in the Full Time Driver's rotation list.
5. If a driver cannot do a Mid-day, Fit-In or Field Trip assigned to him/her, the driver is not permitted to give the trip to anyone else. The driver will

notify the Data Entry Clerk (senior) by marking the Driver Accept/Refuse form as refused.

6. If a driver has a Field Trip on a certain day and the rotation comes back around to him/her for another trip on the same day, that trip would pass over that driver and go to the next driver on the rotation list. The driver that already had a Field Trip scheduled on the same day will have another trip assigned that does not have a conflicting date.
7. Drivers must be at work in order to receive Field Trips. Doctor's excuses for release from Field Trips/Fit-Ins must be delivered to Data Entry Clerk (within 48 hours). In the event of absence due to death of an immediate family member (mother, father, sister, brother, children, grandparent or grandchildren) driver will receive a replacement of same type trip.
8. Emergency Field Trips (Emergency Field Trips are defined as trips that have not been covered 48 hours prior to departure time) are rotated through the Emergency Field Trip roster. If a driver refuses an Emergency Field Trip or cannot be reached, the trip will rotate until it is filled. No Regular Field Trip will be offered as a replacement for an Emergency Field Trip. If an Emergency Field Trip is cancelled by the school at (no fault of driver), the assigned driver will remain eligible for the next emergency field trip assignment.
9. Tandem Field Trips Out of County – (Drop and Return) – a driver will drop passengers at a destination on one date and the same driver returns to the same destination to pick up the passengers at a later date. The driver will be paid for actual driving time only.
10. Overnight Field Trips – the driver will receive pay from the start of the trip until they arrive at the overnight facility. If the sponsor requests the driver to go somewhere in addition in the evening, the driver's time starts when the students are picked up and ends when they are returned to the overnight facility. (also in addendum dated 10/24/2002) The driver will be paid for eight (8) hours, at regular pay, for each day of the overnight trip that he/she is not required to drive.
11. In-county tandem trips (drop and return) are permitted when operating under critical shortage. Critical shortage is defined as having 5 or less substitute drivers in the substitute pool. All in-county tandem trips must be approved by the Transportation Director. Schools are not permitted to request a drop and return in place of trip.

B. DRIVER RESPONSIBILITIES

1. Full Time drivers will be required to initial on the sign-up sheet if they wish to be considered for Mid-Day, Regular Field Trips, Fit-Ins, Overnight Trips or Emergency Trips (An Emergency Field Trip is defined as a trip that has not been covered 48 hours prior to departure time.)
 - a. Afterschool, Regular Field Trips, Overnight Field Trips, Fit-Ins and Emergency Field Trips will be assigned by Seniority Rotation List.
 - b. Fit-Ins will be assigned by North County and South County.
2. After the sign-up lists are verified by the field trip committee at school startup, the driver's name will be placed on a Driver's Rotation List by seniority. Additions will only occur when sub drivers are hired full time. Full time employees will only be permitted to make changes within the first 7 days of each semester.
3. When presented with a Field Trip assignment, a Driver Accept/Refuse form will accompany the Field Trip requisition form. The Accept/Refuse form must be completed by the driver and returned to the Data Entry Clerk (senior) within 48 hours for South County driver and 56 hours for North County drivers. (Please see attached form Accept/Refuse form). Drivers must report to work the day field trip is assigned and the Friday before weekend field trip assigned. If driver calls out the day of field trip or the Friday before weekend field trip, the trip will be assigned to the next senior driver on the emergency field trip roster.
4. Field Trips, refused by a driver, will be re-assigned to the next driver in rotation by the Data Entry Clerk (senior) according to seniority.
5. A Field Trip accepted by a driver and then refused will be assigned through the Emergency field trip roster if the departure time of the Field Trip is less than 48 hours from when the refusal is submitted. The driver who accepted, then refused the Field Trip will be notified, in writing, of the Emergency situation his/her actions have caused. Disciplinary action may be one of the consequences of this act.
6. Drivers are responsible for securing the keys, confirming that the bus is clean and fueled for any Field Trip that he/she is taking. Keys should be secured on Friday afternoon, before leaving work, for any Field Trip that will be driven on the weekend.
7. Substitute bus drivers are assigned trips that are less than four (4) hours that conflict with full time driver's route time.
8. All trips of four (4) hours or more will be assigned to full time drivers. All weekend, holiday, and trips beyond 5pm will also be assigned to full time drivers.

9. When accepting Midday and Afterschool assignments, drivers must commit to **all** days of the assignments; regular scheduling of coverage will not be permitted. Disciplinary action may be one of the consequences of refusing to cover the mid-day or afterschool route of bid; proof of medical excuse and/or loss of immediate family member are the only exceptions. Once a driver bids on a Midday or Afterschool run, the run may not be exchanged for another.

C. TRANSPORTATION PROFESSIONAL PROCEDURES

The following Field Trip procedures for errors or corrections have been in place, we always operated from the following guidelines.

1. If any driver/aide feels there has been a mistake made on the Field Trip assignment rotation list, or there is a question, they are encouraged to address the Data Entry Clerk (senior) as soon as possible to resolve the concern.
2. If beyond addressing the concern with Data Entry Clerk (senior) there remains a concern/complaint, a concern/complaint form must be completed indicating specific details to be investigated and given to a member of the field trip committee. The field trip committee member will bring to the attention of the Data Entry Clerk (senior) who will have 48 hours to respond to the request of the field trip committee member addressing the concern/complaint.
3. The Data Entry Clerk (senior) will bring the mistake/question to the attention of the Field Trip Committee. The Field Trip Committee will review the Field Trip spreadsheet and report its findings to the Director of Transportation. The Field Trip Committee is comprised of the two (2) most senior drivers from North County who are willing to participate, two (2) most senior drivers from South County who are willing to participate, CWA Union Representative, and a person from the transportation office staff.
4. If an error or mistake has been made, a replacement trip with equal or greater value is given to that driver.
5. The steps above must be completed to allow for fact finding. If concerns/complaints still exist beyond the fact finding, then an information discussion through the grievance process is to be requested.

ARTICLE 24

NON-DISCRIMINATION

Neither the School District nor the Union will tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait, pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, “protected classes) or any other legally prohibited basis.

TERMS OF AGREEMENT

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered or modified only through the voluntary consent of the parties in written and signed amendment to this agreement.
- B. The effective date shall be from ratification of both parties and shall continue in full force and effect until June 30, 2021, subject only to the health insurance re-opener provisions set forth in this Agreement.
- C. Nothing in this agreement will prevent the parties from mutually agreeing to bring any matter or article to the collective bargaining process at any time during the year.
- D. Either party may notify the other of the desire to open negotiations prior to May 1, 2021. If such notice is given, negotiations shall be initiated by May 15, 2021.

Susan Moxley
Dr. Susan Moxley
Superintendent, SDIRC

11/12/19
Date

Laura Zorc
Laura Zorc
Board Chairman, SDIRC

11/12/19
Date

Michelle Olk
Michelle Olk, Chief Negotiator
Director, Employee and
Labor Relations, SDIRC

10/31/2019
Date

Paul Bouchard
Paul Bouchard
CWA International Representative

10/31/2019
Date

Mike Murray
Mike Murray
President, Local 3180 CWA

10/31/2019
Date

WEINGARTEN RULES

UNDER THE SUPREME COURT'S WEINGARTEN DECISION, WHEN AN INVESTIGATORY INTERVIEW OCCURS, THE FOLLOWING APPLY:

Rule 1: The employee must make a clear request for union representation before or during the interview. The employee cannot be disciplined in any way for making this request.

Rule 2: After the employee makes the request, the employer must choose from among the following options.

The employer must either:

- A. Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
- B. Deny the request and end the interview immediately; or
- C. Give the employee a choice of:
 - 1. Having the interview without representation or
 - 2. Ending the interview.

Rule 3: If the employer denies the request for union representation, and continues to ask questions, it commits unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

Appendix B.

Wage Schedule 2019-2021

2018-2019													
Years of service	Tier	3	4	5	6	7	8	9	10	11	12	13	14
Start	1	11.47	12.00	12.22	12.81	13.34	13.98	14.63	15.35	16.09	16.85	18.65	20.44
3 years	2	12.83	13.46	13.73	14.39	14.95	15.70	16.44	17.22	18.04	18.90	21.03	23.06
6 years	3	14.33	15.05	15.34	16.08	16.72	17.55	18.41	19.29	20.19	21.17	23.56	25.86
9 years	4	14.86	15.59	15.92	16.69	17.37	18.23	19.12	20.03	20.97	21.99	24.47	26.85
12 years	5	15.42	16.21	16.52	17.32	18.03	18.92	19.85	20.80	21.78	22.81	25.41	27.90
2019-2020:													
Years of service	Tier	3	4	5	6	7	8	9	10	11	12	13	14
Start	1	11.76	12.30	12.52	13.13	13.67	14.33	14.99	15.73	16.49	17.27	19.12	20.95
3 years	2	13.15	13.80	14.07	14.75	15.32	16.09	16.85	17.65	18.49	19.37	21.56	23.64
6 years	3	14.69	15.42	15.72	16.48	17.13	17.99	18.87	19.77	20.69	21.70	24.15	26.51
9 years	4	15.23	15.98	16.32	17.10	17.80	18.69	19.59	20.53	21.50	22.54	25.08	27.52
12 years	5	15.80	16.62	16.93	17.76	18.48	19.39	20.34	21.32	22.33	23.38	26.05	28.60
2020-2021													
Years of service	Tier	3	4	5	6	7	8	9	10	11	12	13	14
Start	1	12.00	12.55	12.77	13.40	13.95	14.61	15.29	16.05	16.82	17.62	19.50	21.37
3 years	2	13.42	14.07	14.35	15.04	15.63	16.41	17.19	18.01	18.86	19.76	21.99	24.11
6 years	3	14.98	15.73	16.03	16.81	17.48	18.35	19.24	20.17	21.11	22.13	24.63	27.04
9 years	4	15.54	16.30	16.65	17.45	18.16	19.06	19.99	20.95	21.92	22.99	25.59	28.07
12 years	5	16.12	16.95	17.27	18.11	18.85	19.78	20.75	21.74	22.78	23.85	26.57	29.17

Appendix C. MOU

MEMORANDUM OF UNDERSTANDING

between

COMMUNICATION WORKERS OF AMERICA, LOCAL 3180

and

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

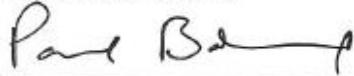
Transportation Procedures updated

WHEREAS, the School District of Indian River County (SDIRC) and Communication Workers of America, Local 3180 (CWA) desire to update the Transportation Department Procedures [version 2019] for applicable Members of the Bargaining Unit (MBUs) as developed and approved by the joint union-management Field Trips Committee; the updated procedures will be replacement language for the following pages/sections in the previous contract's [2014 version] previously in force.

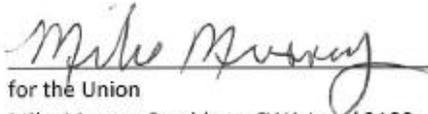
Section	[previous contract] pages
Appendix: Field Trip Procedures	47-52
Article 21 Section 3 pertaining to Bus Drivers and assistants only	34, 35, and back cover

The new procedures are effective November 1, 2019 forward through the duration of the contract.

Date: OCTOBER 30, 2019



for the Union
Paul Bouchard, CWA International Representative

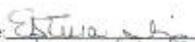


for the Union
Mike Murray, President, CWA Local 3180



for the District
Michelle Olk, Chief Negotiator
Director, Employee and Labor Relations

Field Trip Committee Meeting
Review of Transportation Specific CWA Language w/
Agreed Suggestions for Edits/Additions for Added Clarity
Meeting Date When Revisions Were Made: 5/9/19 - 9:30am-11am
Final Review For Submission Date: 10/8/19 - 9:30am

South Representatives:
Estella Irving Signature: 
Nancy Giacolo Signature: 

North Representatives:
Ruddy Arguello Signature: 
Madison Evans Signature: 

CWA Representative:
John Gove Signature: 

TRANS Office Staff:
Catina Bryant Signature: 

TRANS Director:
Jennifer Idlette Signature: 