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Title: **Okaloosa County School Board and Okaloosa County Education Support Personnel Association (OCESP), Florida Education Association (FEA), National Education Association (NEA), (2002) (MOA)**

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820830

1150 workers

Master Contract

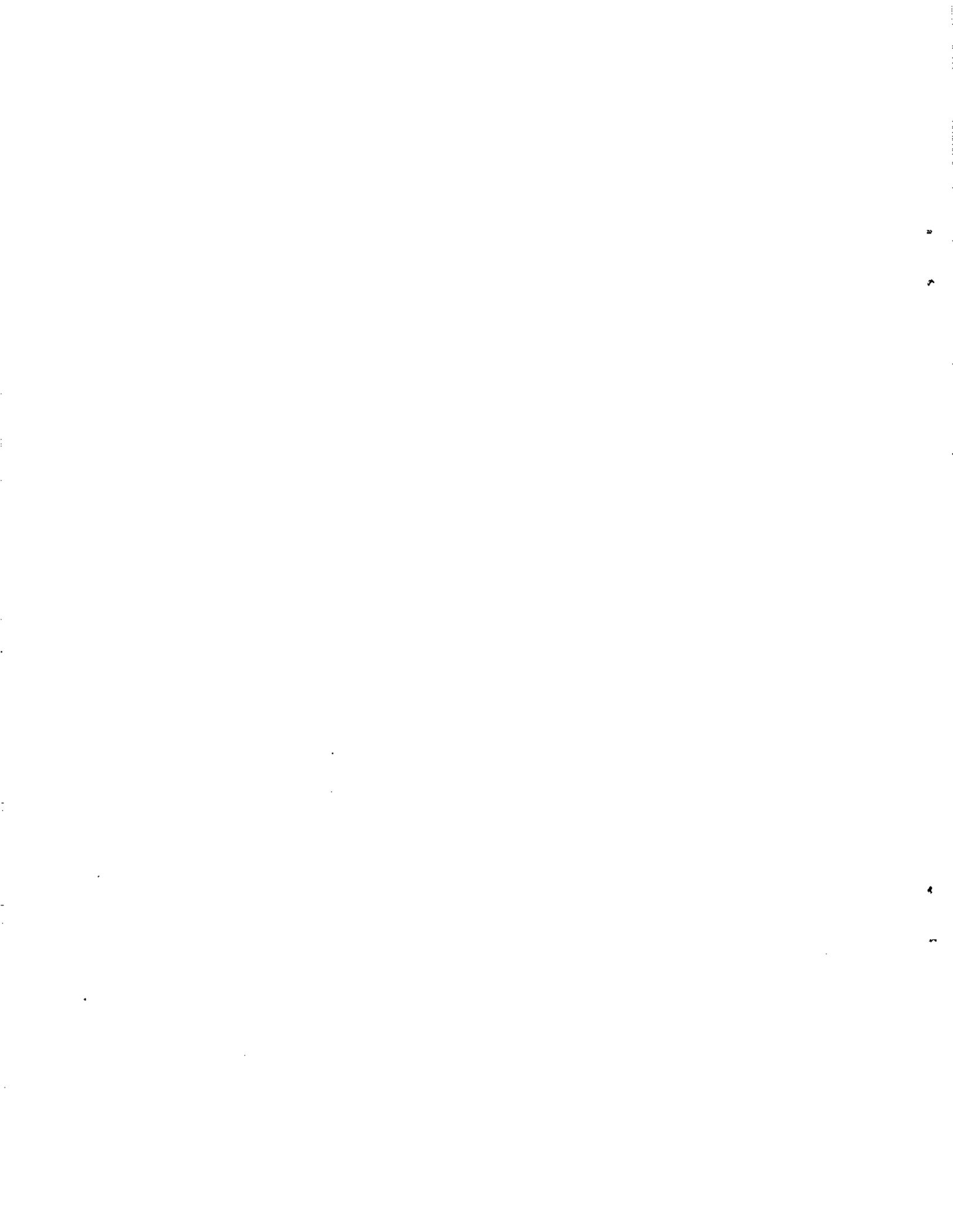
between

School Board of Okaloosa County

and

*Okaloosa Conty Education
Support Personnel Association*

July 1, 2002 to June 30, 2005



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ARTICLE 1 - PREAMBLE

The School Board of Okaloosa County, hereinafter referred to as the Board, and the Okaloosa County Education Support Personnel, hereinafter referred to as the Association agree as follows:

ARTICLE 2 - RECOGNITION

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

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

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

ARTICLE 3 - NEGOTIATIONS PROCEDURES

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

- D. Negotiations shall begin not later than sixty (60) calendar days prior to the expiration date of the current Agreement unless both parties agree to an alternate date.
- E. Negotiating sessions will be scheduled after employee duty hours in order not to conflict with employees' assigned duties. In extraordinary circumstances, by mutual agreement of Chief Negotiators of both parties, negotiations may be conducted during employees' duty hours. When negotiations are mutually scheduled during regular working hours, official leave with pay shall be granted for the Association bargaining team.
- F. The Board and the Association understand that any public information requested by the Association will require reimbursement. The Board will charge the Association in the same manner as other outside agencies.
- G. In the event that the Board incurs a loss of funding or receives notification that a loss of funds is going to occur in an amount greater than five percent (5%) of the operational revenue before January 1 or greater than two percent (2%) of the operational revenue after January 1, then at the option of the Board, the Board and the Association shall meet and negotiate in an attempt to resolve the problem created by the loss of such revenue.

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

ARTICLE 4 - RIGHTS

A. Employee Rights

1. The parties agree all Board employees have the right to organize, join and support, or refrain from joining and supporting, the Association for the purpose of engaging in negotiations and other lawful activities. The parties agree that they will not discourage, deprive or coerce any employee in the enjoyment of any rights or privileges conferred by this Agreement; that they will not discriminate against any employee with respect to wages, hours and terms and conditions of employment by reason of membership or non-membership in the Association, participation in any lawful activities of the Association, or institution of any grievance under this Agreement.

2. The parties agree all provision of this Agreement shall be applied without regard to membership or non-membership in the Association, race, creed, color, religion, national origin, age, sex or marital status.
3. No employee shall be prevented from wearing pins or buttons which identify membership in the Association or its affiliates.
4. Discipline, to include but not limited to, termination, demotion, and suspension shall be fair and for just cause.
5. Employees shall enjoy without restriction all rights and privileges of citizenship conferred by the constitutions of the State of Florida and of the United States of America.
6. No action against an employee shall be taken on the basis of a complaint by a parent or student or other individual nor any notice thereof shall be included in the employee's personnel file unless the matter is first reported to the employee in writing and the employee has the opportunity to respond in writing. An employee shall have the right to know the name of the individual filing the complaint.
7. The School Board may provide legal support for employees as specified in Florida Statutes Chapter 1012.26.
8. Employees shall not be subject to discipline under the provisions of this Agreement by virtue of his legal exercise of religious or political activities, or the lack thereof.
9. Administrators/Supervisors/Managers will allow an employee association representation during any conference that may effect the status of the employee.
10. If the Administration does not make the employee aware of work related complaints within forty-five (45) days of the time they know or should have known, no reference to said incident shall be made in the future.

B. Association Rights

1. The Association and its members will have use of buildings. Use of equipment will be granted by the Principal or Department Head. Reimbursement will not exceed that charged other outside service agencies.
2. The Association shall have the right to post notices on bulletin boards designated by the principal or department head. The bulletin boards shall be in an area where there is high visibility for a majority of the employees. The Association shall have the right to use the district courier service as long as such use is in accordance with the United States Postal Services, Private Express Statutes, Section 310.3(b), and if available employee mail boxes. Material disseminated through the courier service shall indicate who the material is from. The Association Office shall be a regular stop on the courier route. It shall be the responsibility of the association representative to check daily at a designated place for all correspondence addressed to them.
3. Members of the Association shall have the right to transact official Association business on Board property during periods of time when employees are not engaged in the performance

of their actual duties (breaks, lunch, etc.). Authorized representatives of the Association and its respective affiliates shall have the right to transact official business at the job site when approved by the supervisor or during times when the employees are not being compensated.

4. The Board agrees to make available to the Association in response to written request all matters of public record at cost. These requests should be addressed to the Director, MIS or Personnel (for employee records) following approved procedure.
5. The association president or his designee shall be granted release time up to twenty (20) days per school year to attend to Association business. However, of these twenty (20) days not more than eleven (11) may be used by any one (1) individual. Additional days may be granted by the Board. Application for additional days will be made to the Chief Negotiator or the Superintendent's designee.
6. In the event any member of the Association is elected to or selected for an office or position with the Association or any of its affiliates which requires that individual's full-time services, leave without pay shall be granted for the period required to fulfill that responsibility. Upon return from leave, the employee shall be placed in the same or a similar position to that held before such leave. Such employee shall have the right to continue participation in the retirement system and insurance programs of the District. The Association shall reimburse the Board for the actual cost of such participation.
7. The Board agrees the Association representative will not be discriminated against, reprimanded, or harassed for investigating in a reasonable manner complaints made by employees.
8. The Board shall provide the Association at no cost with one (1) copy of full Board agendas including minutes from the previous Board meeting.
9. The Association and its individual members recognize the humanity and dignity of each child and agree to not act in any way on any matter which may subject the educational interest of the child to any private or professional interest.

C. Board Rights

1. The parties to this Agreement verify that it is the right of the Board to determine, unilaterally, the purpose of each of its schools and educational programs, set standards of service to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the Board to employ and relieve its employees from duty because of the lack of work or for other legitimate reasons.
2. The parties agree that nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Florida School Laws or any other laws or regulations, including the right to manage and direct the work forces, including the right to hire, promote, suspend, discharge, and demote employees; transfer employees, assign work, including extra duties to employees; institute new and/or improve methods or changes therein; determine the size of the work force and to lay-off employees; except rights which are clearly and expressly relinquished in this Agreement.
3. The parties recognize that it is the sole right of the Board to hire all employees and to

determine their qualifications.

4. The parties to this Agreement verify that officials of the Board will retain the right, in accordance with applicable laws, regulations and policies to take whatever actions may be necessary to carry out the responsibilities of the Board in situations of emergency.
5. All work presently being performed by members of the OCESPA bargaining unit shall be deemed the property of the Board. The Board shall have full authority to place on contracted services any such work which they so deem to be in the best interest of the Board.
6. If an employee loses his/her position with the Okaloosa County School District because of privatization, the employee shall be paid for all accrued sick leave or be allowed to bank the days for future use if he/she is re-employed. The laid off employee shall choose which of the two options he/she shall receive.

ARTICLE 5 - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting employees who are members of the Association bargaining unit. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate.
- B. Definitions
 1. The term "days" when used in this article shall mean normal employee work days.
 2. The term "employee" shall refer to a member of the Association bargaining unit.
 3. The term "grievant" shall refer to an employee who has cause to make use of the provisions of this Article.
 4. A "grievance" is an alleged violation of a specific provision of this Agreement.
 5. An "immediate supervisor" is the individual who directly supervises the employee's duties. The term "immediate supervisor" is the first person to whom a grievance will be addressed at the informal step.
 6. A "Department Head" is the individual responsible for the overall functioning of the employee's office, station or general area of responsibility.
- C. General Provisions
 1. All formal grievances must bear the signature(s) of the grievant(s).
 2. In the event a grievance is being filed by employees at more than one work site, the grievance must be signed by at least two (2) employees who allege that a violation has occurred. In the event a grievance alleges violation of one or more of the Association's rights, the grievance shall bear the signature of the Association president or his designee. Such grievances shall be filed initially at the Superintendent's level (Level 2).

3. Grievances shall be specific and shall cite the sections of this Agreement which are alleged to have been violated.
4. A synopsis of the facts giving rise to the alleged violation(s) must be included on the written submission.
5. The date(s) of the alleged violation(s) must be included on the written submission.
6. The written grievance must include the specific relief being sought by the grievant.
7. When the presence of a key witness at a grievance hearing is required by either party, illness or other incapacity of such witness shall be grounds for extension of the time limits contained herein.
8. If hearings and/or conferences are scheduled by a representative of the Board during working hours, all employees whose presence is required shall be excused from duty with pay to attend.
9. Employees shall have the right to Association representation at all levels of this procedure, including informal. In the event an employee is being represented by anyone other than the Association, at any level, excluding informal, the Association shall have the right to have an Association representative present for the purpose of witnessing the procedure.
10. Any grievance which arises after the expiration date of this Agreement but prior to implementation of successor agreement shall be processed under the provisions contained herein.
11. Failure by the grievant or his representatives to appeal management's disposition of the grievance at any level in a timely fashion will constitute waiver of the right to further appeal.
12. The parties may upon mutual agreement waive any of the time lines contained herein.
13. All employees will be entitled to fair, reasonable and equitable treatment in the processing of a grievance. An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications and records dealing with the processing of any employee's grievance will be filed separately from the employee's personnel file.

D. Procedure

1. Informal

An attempt shall be made to resolve any grievance in informal, verbal discussions. The employee must inform his immediate supervisor of the alleged violation. If the employee is not satisfied with the response he may proceed to the next level.

2. Level 1

All grievances submitted to this level must be reduced to writing on the form provided (see

Appendix A) and submitted to the employee's department head. Such submission must be made within fifteen (15) days of the date the employee knew or should have known of the event(s) giving rise to the alleged violation.

Upon receipt of the written grievance, the department head shall have five (5) days in which to hold a conference with the grievant for the purpose of hearing the employee's complaint. Within five (5) days of such conference the department head must inform the grievant in writing of his disposition.

3. Level 2

If the employee is not satisfied with his department head's written disposition of the grievance, he shall, within five (5) days of receipt, submit a written appeal to the Superintendent of Schools or his designee.

Within five (5) days of receipt of the written appeal, the Superintendent of Schools or his designee shall schedule a conference with the grievant for the purpose of hearing the employee's complaint. The Superintendent or his designee shall have five (5) days from the conclusion of the conference in which to inform the grievant in writing of his disposition.

4. Level 3

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) work days, the grievance may be submitted to impartial arbitration by the Association. The American Arbitration Association shall be notified and an arbitrator shall be selected according to its rules.

The arbitrator shall be selected by the American Arbitration Association (AAA), and the arbitration proceedings shall be in compliance with its rules and requirements. The award of the arbitrator shall be final and binding on both the parties.

The cost of the arbitration shall be shared equally between the parties. Each party shall be responsible for its own individual costs including, transcripts, secretarial services, attorney fees, etc.

ARTICLE 6 - PAYROLL DEDUCTIONS

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

- B. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for any and all programs approved by the Board.
- C. OCEA and OCESPA will share a payroll deduction slot for the purpose of having premiums for association sponsored programs payroll deducted. Authorized agents will be allowed to voluntarily meet with employees as long as it does not interfere with work/duties.

ARTICLE 7 - WORKING CONDITIONS

A. Employee Work Day

1. Any employee who is assigned twenty (20) or more work hours per week shall be defined as full-time. If, however, an employee's hours are reduced from twenty (20) or more to less than twenty (20), through the implementation of Article 8 Section C of this agreement, said employee shall have the right to maintain full-time status.
2. Any employee who is assigned less than twenty (20) work hours per week shall be defined as part-time.
3. Seven and one-half (7 ½) hours will be the regular maximum workday for all employees. Included in the seven and one-half (7 ½) hours will be two (2) breaks of not less than fifteen (15) minutes each. Not included in the seven and one-half (7 ½) hours will be a minimum thirty (30) minute duty free lunch break. Break time relative to the above provisions will apply to employees who work six (6) or more hours per day. Employees who work four (4) to six (6) hours shall receive at least one (1) break of not less than fifteen (15) minutes.
4. Employees shall not have their day broken up into more than two (2) separate time periods. The only exceptions to this shall be field trips or when a bus driver or transportation assistant voluntarily takes an extra run and knows what the schedule for pay is in advance.
5. No bus driver or bus driver assistant shall be paid for less than four (4) hours per day. Any time bus drivers spend over their four (4) hour day in activities such as attending mandatory meetings, cleaning buses, being with broken down buses, gassing buses, etc., shall be compensated at the driver's regular hourly rate. Leave time shall be earned and used based upon actual driving time at the beginning of the school year. For purposes of record keeping these times shall not be altered (as it relates to leave) unless there is a change of two (2) or more hours per day in the driver's route.
6. All employees work week shall be from Wednesday through Tuesday for wage and hour law purposes. Employees shall have a regular work schedule. Any time worked outside of that schedule shall result in additional compensation at the employee's regular hourly rate; or, at the employer's discretion, compensatory time off shall be earned for the additional hours worked. Employees shall notify their supervisor in advance of their desire to take compensatory time. Compensatory time may be denied if in the opinion of the supervisor, such leave would create an undue hardship for the district. Employees shall be paid at a rate of one and one-half times their regular hourly rate for any work performed beyond forty hours in any given week (168 hour period) or be given time off at the rate of one and one-half the amount of overtime worked. Employees may not accrue more than 100 hours of compensatory time off during a fiscal year. Compensatory time may not be

carried over to another fiscal year. Employees who have not taken compensatory time earned by the end of the fiscal year shall be compensated at their regular hourly rate. The above provisions for time and a half shall not apply to anyone whose regular hourly rate meets or exceeds 6 ½ times minimum wage.

7. In the event the School Board determines the normal five (5) day work week will be compressed to a four (4) day work week, the following contractual variations shall apply:
 - a. The work week shall be Monday through Thursday. July 4 shall be a paid holiday for twelve month employees.
 - b. Employees shall work during the compressed four day work week the same number of hours that they would have worked in a non-compressed five (5) day work week.
 - c. Lunch and break periods shall be granted in such a fashion as to divide the work day into as near equal parts as practicable.
 - d. Employees will earn and utilize sick leave and annual leave time on the basis of each day of the four day work week equals one and one quarter (1 1/4) days of employment.
 - e. Schedules may be adjusted from standard schedules if individual departments (employees and department heads) request it and the superintendent and the union agree.
8. An employee may be released up to one (1) hour on an occasional/emergency basis for medical appointments or school events related to his/her children. A substitute will not be provided. Other employees may voluntarily cover any essential duties.

B. Employee Work Year

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

Nurses	196 days to include 6 paid holidays
Bus drivers	187 days to include 6 paid holidays
Lunchroom worker	189 days to include 6 paid holidays (Less than 4.5 hours)
Lunchroom worker	191 days to include 6 paid holidays (4.5 hours or more)
Classroom Assistant	187 days to include 6 paid holidays (Additional day to be the day before students arrive)
9 months	186 days to include 6 paid holidays
10 months	206 days to include 6 paid holidays
12 months	254 days to include 12 paid holidays

The School Board shall meet with a committee from the Association to determine holidays for 2003-04 and 2004-05 school years.

2. Job descriptions that have 10 or 12 month options for the work year shall state in the posting whether the job is for 10 or 12 months. Once the position is filled the status may not change until there is an opening and the position is advertised. However, if the current employee and the principal or department head mutually agree to change the status, the

status may be changed without re-advertising or posting.

C. Tools

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

D. Health and Safety

1. No employee shall be discharged or disciplined for refusal to work in an unsafe or hazardous situation as determined by the Board.
2. Effective January 6, 2003, the Board will pay a maximum of \$60.00 toward any physical or mental examination required by the Board of State for employment or continual employment. The cost of certification or licensing as required by the Board or State for employment shall be paid by the individual.
3. The Board shall make every effort to provide safe working conditions at all job sites.
4. Employees who feel that they are being required to handle hazardous materials should be made aware of the right to know law or report the specific case to the Risk Management Department.
5. The Board will make every effort to provide first aid kits for all assigned work areas.
6. At the principal's direction, employees shall visually check their predesignated area of responsibility and report any suspicious items. Employees shall not be asked to conduct bomb searches. If any employee has a concern about his/her areas of responsibility, that employee may request a conference with the principal and a union representative.

E. General

1. Employees required to participate in inservice training and/or courses shall be paid \$6.50 per hour. Verification of training and/or inservice courses shall be available from the Staff Development Department where inservice records are maintained.
2. Present facilities (i.e., restrooms, lounges) shall be made available to all employees during lunch and all breaks.
3. Telephones shall be made available for use by all employees.
4. In the event an employee is given an assignment outside his job classification, the Board will provide whatever training is required to provide the employee with the skills which the assignment requires.
5. All employees will be expected to perform their fair share of all work assigned.
6. No employee shall be permitted to work in the same area wherein he/she is under the supervision of a member of his/her immediate family. Members of immediate family shall be defined as spouse, father, mother, brother, sister or child.
7. Any employee who is required to drive their own vehicle to perform an assigned task shall

be reimbursed the appropriate mileage. Rate of mileage reimbursement shall be determined by Florida Statutes 112.061.

An employee who leaves his home and drives his own vehicle to an alternate work site to perform an assigned task shall be paid for mileage in excess of the mileage from home to regular work site.

An employee who drives his own vehicle from one work site to another work site to perform an assigned task shall be paid for all of that mileage.

8. Employees required to work for non-school related functions, shall receive their appropriate hourly pay from the Okaloosa County School District.
9. Employees that assume the responsibilities of a supervisor, while that supervisor is on leave for more than five (5) consecutive days, shall be paid an additional \$2.00 per hour stipend. These duties will be arranged in advance of the supervisor's leave. A form must be signed by the Department Head/Principal in advance, unless not possible, due to an emergency. Only one employee will be assigned the added duties by the Department Head/Principal. If an employee thinks they are eligible and does not receive the stipend, they may appeal to the Chief Negotiators from both sides. If the negotiators cannot come to an agreement, the stipend will not be paid to the employee. This provision of the contract shall not be subject to the grievance procedure.

F. Additional Working Conditions for Bus Drivers

1. The Board through their designated representatives may assign a driver other than regular employed bus drivers to drive a bus on field trips provided the driver does not receive compensation from school or school board funds for the field trips.

Field trips will be assigned on continually rotating basis among employees who are employed as regular bus drivers and the driver receives compensation from the school or school board funds for the field trip.

- a. Baker field trips will be assigned by rotation of Baker drivers who wish to be placed on the field trip list. Field trips shall be requested through Crestview bus shop.
- b. Laurel Hill field trips will be assigned by rotation of Laurel Hill drivers who wish to be placed on the field trip list. If there are not enough Laurel Hill drivers to fulfill requests, drivers will be chosen from the Crestview bus shop.
- c. Crestview field trips will be assigned by rotation of Crestview drivers who wish to be placed on the field trip list. Field trips shall be requested through the Crestview bus shop.
- d. Niceville field trips will be assigned by rotation of Niceville drivers who wish to be placed on the field trip list. Field trips shall be requested through the Niceville bus shop.
- e. Fort Walton Beach field trips will be assigned by rotation of FWB drivers who wish to be placed on the field trip list. Field trips shall be requested through the FWB bus shop.
- f. Learning Center bus trips shall be on a continually rotating basis to those drivers who

are serving the Learning Center on the day the field trip is made. The respective bus shop shall be notified.

- g. Each respective center (Baker, Laurel Hill, Crestview, Niceville, Fort Walton Beach) shall keep two (2) lists of drivers: (a) 65 passenger and below and (b) mini bus list. The mini bus list shall have only mini bus list drivers.
 - h. Above lists shall be posted in a prominent place for affected drivers to check.
 - i. Refusal of a field trip shall be handled in the same manner as acceptance and the driver's name shall be moved from the top of the list and placed at the bottom.
 - j. A driver may not refuse a trip once accepted in order to take a better trip. Drivers should honor their commitment to take field trips except in cases of emergency.
 - k. Compensation shall be at the regular hourly rate for all drivers except overnight field trips. See Article 7,F,14C.
 - l. Bus drivers, hired after August 1, 2000, will not be assigned field trips for the first three months of their probationary period. During the next three months they will only be assigned field trips within the county. If they come up for a field trip that is out of county, the trip will automatically be treated as if it has been turned down with appropriate notations. The driver will be moved on the rotation list as any other driver who turns down a trip.
2. Bus drivers who live in Destin and have routes that begin or end in Destin will be allowed to take their buses home at night. Drivers who live west of the Hurlburt Field gate and have routes that begin or end west of the gate will be allowed to take their buses home at night. All other drivers who operate from the Ft. Walton Beach bus shop will park their buses at the shop at night. Drivers who live more than five (5) miles from the Niceville bus shop and have routes that begin or end five (5) or more miles from the Niceville bus shop will be allowed to take their buses home at night. All other drivers who operate from the Niceville bus shop will park their buses at the shop at night. Drivers who live more than five (5) miles from the Crestview bus shop and have routes that begin or end five (5) or more miles from the Crestview bus shop will be allowed to take their buses home at night. All other drivers who operate from the Crestview bus shop will park their buses at the shop at night.
3. Any route that becomes vacant will be posted on a designated bulletin board at the transportation offices within fifteen (15) working days. The transportation department will send a copy of the route to the Association at least three (3) working days prior to the route being permanently filled. The posting shall include a route description, date of posting, and other appropriate information. In filling the route vacancy the Board shall use length of continuous uninterrupted service with the Okaloosa School District, evaluations (when finalized), and qualifications for driving the bus assigned to the route. In the event that two (2) or more drivers are equal in the above criteria, then geographic location of the driver's residence to the bus shop shall break the tie. Any route which begins or ends in Destin, west of Hurlburt Field gate, five (5) or more miles from the Niceville bus shop and five (5) or more miles from the Crestview bus shop will be assigned by the transportation department to a driver if they live within the same area. If a driver does not live in the same area the route will be posted the same as any other route and the bus will be parked at the bus barn.

4. Principals shall notify bus drivers in writing of students assigned to their bus who have been expelled, suspended, or transferred. When it is necessary for a student to ride a bus other than his regularly assigned bus, or to be allowed to depart the bus at a stop other than his regularly assigned stop, a form from the Principal's office authorizing the change shall be given to the driver.
5. Discipline forms shall be furnished the bus driver and shall be used to report unruly students. A copy of this form will be given to the Department of Transportation (DOT) Head, two (2) copies to the Principal and a copy shall be retained by the driver.
6. Bus drivers shall report on a furnished form the first time that passengers exceed the maximum seating capacity specified by the bus manufacturer. A copy of this form will be given to the Department of Transportation Head, one copy to the route supervisor, and a copy shall be retained by the driver.
7. Routes and stops will be established in a safe manner as determined by the Board.
8. Any driver who will be absent from work shall notify the appropriate transportation office as far in advance as possible. The department shall arrange for a substitute driver.

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

9. Bus drivers are responsible for keeping the interiors of their bus clean with supplies furnished by the Board.
10. Bus drivers will at all times operate buses in a safe, prudent, lawful and courteous manner, and will observe the principles of defensive driving.
11. Bus drivers shall not deviate from their assigned bus routes and stops without the permission of the Director for Transportation or his designee except in the case of emergency.
12. Bus drivers are to promptly notify the Transportation Department of any work related accident they may be involved in, and report such on the proper form.
13. Bus drivers will pre-trip inspect any bus they are driving before any field trip or extra-curricular trip.
14. Any driver, while performing extra-curricular driving, will be compensated at the designated rate of pay. Compensation will be paid in the following manner:
 - a. In town or in-zone trips - paid for on duty time unless released by person in charge of the trip.
 - b. Out-of-zone trips on all out-of-zone (not to include overnight) - the driver will be paid from the time of departure from the pick-up site until the time of return to the designed site. Drivers will be paid for an additional thirty (30) minutes before the trip and an additional thirty (30) minutes after the trip ends

- c. Overnight field trip drivers will be paid at the rate of \$5.00 per hour from the time they leave the bus barn until the time they return to the bus barn.
 - d. On out-of-town overnight trips, the driver will be paid either per diem or for room and meals.
15. Principals shall notify bus drivers in writing of any known serious health problems of students who ride their particular bus.
 16. Bus barns will be staffed in the morning when drivers arrive for duty.
 17. Bus drivers shall receive pay for an additional twenty-five (25) minutes daily if they are currently driving the entire amount of time for which they are being paid. If they are not currently driving the four (4) hours, they shall be paid for the part of the twenty-five (25) minutes that exceeds four (4) hours.
 18. Physical dexterity testing will be given during the month of May by the director or his designee. The exact time and dates will be at the discretion of the Transportation Department and will be posted on the Association bulletin board at least five (5) working days before the actual testing takes place. Make-up day(s) will be provided for drivers on official leave.
 19. A bus driver with a health problem who is prohibited from driving temporarily due to safety regulations (for example, being in a cast) shall be given at least one week of employment as a bus assistant at his/her regular rate of pay, as long as they can perform the responsibilities of the position.
 20. Mini bus drivers may place their names on field trip lists for mini buses and regular buses. However, acceptance of a trip on the mini bus shall count as accepting a trip on the regular list as well. Therefore, that driver will be skipped the next time their name comes up on the regular list.

G. Additional Working Conditions for Skilled Trades Employees

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

H. Additional Working Conditions for Custodial Employees

1. Training for custodial employees will be conducted when deemed appropriate by the Board.
2. The Board is responsible for maintaining all equipment needed in the performance of custodial duties.

I. Additional Working Conditions for Assistants, Clerks and Secretaries

1. Training for teacher/library assistants will be conducted when deemed appropriate by the Board.

2. All workshops will be advertised through T.E.C. procedures.
3. Assistants are not to be used as substitutes for teachers except in cases of an emergency.

J. Additional Working Conditions for Food Service Workers

1. Training for food service workers will be conducted when deemed appropriate by the Board.
2. The Board shall provide a uniform allowance of \$10.00 per month for all food service workers required to wear uniforms. Such money shall be paid in a separate check disbursed one time at the end of the school year.
3. Each cafeteria shall maintain a list of substitutes. Every effort will be made to provide substitutes when workers are absent.
4. Suitable means for cleaning shall be determined by the Board. No employees shall be required to take materials home to clean with their own equipment.

K. Probation and Termination

1. New employees hired in the bargaining unit shall be on a probationary status for the first six (6) calendar months. During this six (6) calendar months period the employer may terminate without cause. After an employee has been employed by the employer for more than six (6) months, termination shall be for just cause. Before termination by the School Board, the following procedure shall occur:
 - a. The immediate supervisor or superintendent shall notify the employee of his intent to recommend that the employee be terminated. The employee may then make a written request to the superintendent for an informal hearing with the superintendent or his designee regarding the recommendation. The employee shall make said request within ten (10) days from the time of receipt of the notification. Failure to make the request on a timely basis constitutes a waiver of the employee's right to further appeal under this procedure.
 - b. After the informal hearing before the superintendent, the superintendent shall then notify the employee of his intention regarding the recommendations of the supervisor. If the superintendent is going to recommend termination to the School Board, then the superintendent shall, within ten (10) days of the informal hearing before him with the employee, notify the employee in writing of his decision. The superintendent with said notification shall have the authority to suspend the employee with or without pay until the next regularly scheduled Board meeting at which time he will make his recommendations to the Board. The employee may appeal before the Board and request a hearing in regard to the termination or intent to terminate which the employee has received from the superintendent, and upon the recommendation which the superintendent has made to the Board. The superintendent, shall make said recommendation, at the next regularly scheduled Board meeting and the Board shall at that time have the right to suspend the employee with or without pay pending the formal hearing if one is so requested by the employee.

- c. If the employee wishes to have a formal hearing before the Board, the employee shall notify the Board in writing within ten (10) days of the notification from the superintendent to the employee. This notification must be in writing and addressed to the Superintendent of Schools as Secretary of the School Board. Failure to so notify the Board shall constitute a waiver of the employee's right to further appeal under this procedure.
- d. The employee or his designee and the Board and its designee shall schedule a formal hearing before the Board as soon as it can be heard by all parties.
- e. An employee opting to exercise his right to appeal to the Board under this procedure, will not have recourse to the provision of Article 5, Grievance Procedure, of this Agreement.
- f. In the event an employee opts to have his termination case heard by the Board, the decision of the Board shall be final and binding.

L. Process for Submitting Job Description Changes/Upgrades

1. As job descriptions are updated, copies will be provided to the employee.
2. Job descriptions shall be written by job classification. Every employee shall receive a copy of their job description each year.
3. If employees are required to execute performance responsibilities not specifically mentioned in the job description for a period of six (6) months, the performance responsibilities will be added to the job description.
4. Employees who wish to have job description changed or reevaluated should follow the procedure below:
 - a. The employee/employees should have an informal meeting with their supervisor to inform him/her as to their plans.
 - b. During the month of February the employee/employees should submit to the president of the union, the Superintendent of Schools, or their designees in writing their desire to have their job description changed or upgraded. Any supporting material should be submitted at that time.
 - c. Upon receipt the union and the administration shall each appoint three members to a committee to consider the changes. The union shall not choose a member who is in the job description to be considered. The administration shall not choose a supervisor of a department who is directly involved with that job. This shall not prevent employees or supervisors from giving input to the committee.
 - d. The committee shall consider the concerns of the individuals and shall communicate in writing their decision.

- e. If the decision involves a change in job description or status, the committee shall communicate their findings to the chief negotiators for the union and the administration for consideration in the next round of negotiations.

ARTICLE 8 - REDUCTION IN FORCE/HOURS

- A. The Board shall have full authority to exercise a lay-off when deemed to be in the best interest of the Board.
- B. Lay-off and Recall
 1. A decision will be made as to the number of employees to be placed in lay-off by job title.
 2. In each job title the employee with the least amount of continuous service in the district will be placed in lay-off first, provided that the remaining employees have demonstrated ability and qualification to perform the remaining available work as determined by the Board.
 3. No new employee will be employed in a job title where an employee is still in lay-off if the employee in lay-off can do the work as determined by the Board.
 4. The most senior laid-off employee will be recalled first within each job title.
- C. Reduction in Hours
 1. In the event of reduction of hours and the Board determines that the same number of hands are needed for a given period of time, at a given job site, other employees' work hours will be reduced based on continuous service within job title at South, Central and North sites. Prior to submitting a recommendation to the School Board regarding reduction in hours, the Department Head or Principal shall discuss the recommendation with the Association President or his designee.

ARTICLE 9 - EMPLOYEE EVALUATION

- A. The purpose of employee evaluation is to support decisions concerning employee discipline, promotion and improvement. Evaluation shall be the responsibility of the Principal, Department Head or his designee who shall not be a member of the bargaining unit.
 1. Each employee shall receive a written evaluation prior to a recommendation for re-employment.
 2. Such written evaluation shall note the employee's strengths, weaknesses (if any) and specific areas needing improvement (if any).
 3. In the event specific areas needing improvement are noted, the employee shall be informed as part of the written evaluation what assistance management will provide in making the required improvements, the specific time frame within which the improvements must be made, and the consequences the employee will face if the improvements are not made

within the required time frame.

4. Employees shall acknowledge receipt of their written evaluation by signing at the bottom. Such signature does not necessarily indicate agreement with the content of the evaluation, but merely indicates receipt. No employee shall be required to sign an incomplete or blank evaluation.
5. If the employee does not agree with any portion of the evaluation report given to him, he shall have the right to a conference with the evaluator and to attach a written response to the evaluation report within ten work days of receipt.

B. Personnel Records

1. Personnel records are property of the Board. An employee shall have the right to review his file and have copies made of any documents contained in the file. The employee will reimburse the Board for such cost.
2. There shall not be more than two (2) personnel files maintained for each employee. Each file shall be available for the employee's inspection. The official file will be maintained at the District Personnel Office. In the event two (2) such files are maintained, one shall be kept in the principal's or director's office at the school or other location where the employee is then employed. No item from an anonymous source may be placed in the personnel files.
3. The Board and the Association shall abide by Florida Statutes 1012.34 and 1012.31 relative to Personnel Files.
4. Letters of reprimand, letters of complaints from any source, or other items detrimental to an employee's employment status, shall not be placed into an employee's personnel file until the employee has had an opportunity to read and sign the item.

ARTICLE 10 - TRANSFERS, REASSIGNMENT AND VACANCIES

A. Vacancies defined - Vacancies shall be defined as any full-time (four hours or more) bargaining unit position to be filled.

1. A written list of all known vacancies shall be posted by the Association on the appropriate Association bulletin boards. The notices shall include the job title, work site, department and contact person.
2. Employees will have six (6) working days in which to apply prior to filling of any vacancies.
3. Summer positions shall be filled with preference to employees already in that specific job title. If no one from that job title wishes to be considered then other employees shall be considered.

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

1. Voluntary transfers and reassignments shall be accomplished in the following manner:
 - a. Employees desiring a transfer or reassignment to any of the posted positions shall send a completed transfer/reassignment request to the contact person listed on the posting.
 - b. The department head or principal will review all applicants' transfer/reassignment request and contact those he wishes to interview. The department head or principal will date and initial applications of those who wish to be transferred/reassigned indicating that the transfer has been considered.
 - c. If the department head or principal makes his selection from current employees, the following criteria will apply:
 1. length of continuous, uninterrupted service within the district,
 2. evaluations,
 3. specialty experience,
 4. job requirements,
 5. department head or principal's acceptance of the applicant.
 - d. Employees who are voluntarily transferred/reassigned shall retain all experience credit for salary purposes, and all seniority rights.
 - e. If the department head or principal does not choose from among current employees, he may then consider and select a new applicant.
 2. Involuntary transfers/reassignments shall be accomplished in the following manner:
 - a. No employee shall be involuntarily transferred until management has first given all qualified employees the opportunity to transfer voluntarily except in cases where Management determines that it is in the best interest of all parties concerned that a unilateral transfer be made. Full justification will be furnished the employee and become a matter of record.
 - b. When the Board determines that an involuntary transfer is necessary, an employee's (1) job title (2) length of continuous service with the system and (3) evaluation reports of service in the Okaloosa County School System will be considered in determining which employees are to be transferred. In cases where the problem calling for the transfer cannot be resolved because of the limits of the above criteria, a unilateral transfer may be made by the Board. Full justification will be furnished the employee involved and become a matter of record.
- C. The Step 1 grievance time lines shall be waived regarding alleged violations of this Article.

ARTICLE 11 - LEAVES

Leave is permission, granted in advance by the Board, for an employee to be absent from his duties for a specific period of time with the right of returning to employment upon expiration of the leave as outlined under this Agreement. An application must make clear an acceptable purpose (except personal leave with pay) for which the leave will be used before approval will be granted. Leave must

be officially granted in advance and may not be granted retroactively.

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

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

A. Leave With Pay

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

1. Sick Leave

- a. Full-time employees and regular part-time employees shall earn sick leave at the rate of one (1) day per month for each month of employment, accrued at the rate of one (1) day per monthly pay period. There is no limit to the number of days of sick leave that can be accumulated.
- b. Sick leave may be used only when necessary, and the employee is unable to perform his duties because of personal medical reason, i.e., illness, injury, pregnancy, maternity; or because of illness or death of father, mother, brother, sister, spouse, child or close relative, or member of his own household (see Memo of Agreement, dated 10/5/99, page 39). The employee shall notify his supervisor as much before the beginning of his regular work day as possible. Sick leave may be taken by the hour in cases of emergency or in situations where substitutes are not required.
- c. On the day of return to work, the employee shall file a written leave request to his immediate supervisor, which will set forth the days absent, and the reason(s) for such absence.
- d. In the event an employee is out sick for over five (5) consecutive days, the Board may request a physician's statement verifying the employee's condition. In such a case, the Board will not pay the cost of a visit by the employee to his personal physician.
- e. Support Personnel in the summer program shall be entitled to one and one-half (1 1/2) sick leave days at the rate of one (1) sick day of sick leave for twenty (20) work days. If such leave is not used during the summer program, the unused summer school leave shall be paid to the employee at the end of the session based on the Summer School Salary Schedule.
- f. An employee may authorize the use of his/her sick leave by a spouse, child, parent, or sibling who is also a school board employee. The following restrictions apply:
 - 1. The recipient may not use the donated leave until all of his/her sick leave has been depleted, including sick leave from a sick leave pool if the recipient participates in a sick leave pool.

2. Donated sick leave has no terminal pay value.
3. The donor may not draw sick leave from a sick leave pool until he/she has used unpaid leave for the number of donated days.

2. Military Leave

- a. An employee in the National Guard or active reserve who participates in required military training shall be entitled up to seventeen (17) days paid leave annually. Such leave may be used only for the purpose of participating in required annual military training.
- b. An employee granted military leave for extended active duty shall, upon completion of the tour of duty, be returned to employment without prejudice provided an application for re-employment is filed within six (6) months following the date of discharge.
- c. Following the receipt of the application for re-employment, the school board shall reassign the employee to duty in the school system as soon as possible. Under no circumstances shall the reassignment occur more than six (6) months after the application for re-employment.

3. Jury Duty/Witness Leave

- a. An employee who is required to serve as a juror or subpoenaed to appear as a witness during regular working hours shall be granted paid leave upon proper documentation and application. Parties to a civil act or charged with a criminal violation will not be covered under this provision.

4. Personal Leave

- a. An employee shall be entitled to six (6) days of personal leave with pay each year. Such leave shall be for personal reasons and shall be used entirely at the employee's discretion. Such leave will be deducted from the employee's accrued sick leave and is not cumulative from year to year.

5. Professional Leave

- a. The superintendent, after receiving from the Association a list of certified delegates, shall grant to each Association delegate, two (2) leave days with pay for the purpose of attending the FEA-NEA annual convention. The total number of delegates authorized to attend will not exceed five percent (5%) of the Association membership.

6. Annual Leave

- a. Annual leave earned each month shall accrue at the close of that month. Annual leave shall accrue up to a maximum of 500 hours if earned.
- b. Full-time employees who are employed on a twelve (12) month basis shall accrue annual leave as follows:

1. An employee with less than five (5) years continuous service in the district at the rate of one (1) day per month for each month of full-time employment.
 2. An employee with five (5) years or more of continuous service in the district at the rate of one and one-quarter (1 1/4) days per month for each month of full-time employment.
 3. An employee with ten (10) years or more of continuous service in the district at the rate of one and one-half (1 1/2) days per month of full-time employment.
- c. Annual leave may be approved by the hour in cases of emergency or where no substitute is required.
 - d. In the event that the employee's request for annual leave is denied and such denial would cause the employee to lose accumulated leave then the Board shall allow the employee to exceed the maximum allowable accrual or the Board shall reimburse the employee his/her salary times the number of days accrual to be lost.
 - e. Upon retirement or termination for any reason an employee is entitled to full payment at his current daily rate for any unused accumulated annual leave.

7. Temporary Duty Elsewhere (TDE)

- a. When employees are assigned to be temporarily absent from their regular duties and place of employment, such employee shall be compensated at the regular and/or overtime rates of pay set forth in this agreement. The Board will determine when the employee is on duty. The Fair Labor Standards Act provisions will be followed in making such determination.
- b. Employees assigned to school activities during the regular working hours shall be assigned TDE.
 1. Members of the Association who attend activities such as conventions and conferences shall be considered to be on TDE, provided they are on Official Association business. Such Association TDE shall not be considered in calculation of overtime pay.
- c. Bus drivers who are being paid for making field trips during their regular working hours shall be placed on TDE without pay.
- d. Employees who are parents or guardians of children attending a Public School may have up to one (1) day TDE per year to attend their children's school events or parent conferences. Absences must be coordinated with the employee's principal or supervisor to ensure that work duties can be covered. The employee will submit proof of attendance at the activity or conference just as for any other TDE.

8. Illness-In-Line-of-Duty

- a. Any member of the educational support staff shall be entitled to illness-in-line-of-duty

leave when he has to be absent from his duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in the execution of his work at the worksite.

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

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

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

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

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

Leave for any such member of the educational support staff shall be authorized for a total not to exceed ten (10) working days during any fiscal year for illness contracted, or injury incurred from such causes as prescribed above. However, in the case of sickness or injury occurring under such circumstances as the opinion of the Board warrants it, additional emergency sick leave may be granted out of local funds for such term and under such conditions as the Board shall deem proper.

9. Terminal Pay

A. Employees shall be entitled to terminal pay for unused sick leave days at the time of termination of employment for retirement. Such benefits shall be paid to their beneficiaries if service is terminated by death. A cash payment for unused sick leave days as follows:

1. During the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
2. During the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
3. During the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
4. During the next three (3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.

5. During and after the thirteenth (13th) year of service an employee will receive 100% of accumulated sick leave pay if they retire before or at the end of the year in which they reach normal retirement.

After the year of eligibility for normal retirement an employee will be paid the daily rate of pay multiplied by one-half (½) of their accumulated sick leave.

Normal retirement is defined as not having a reduction in benefits.

(When employees are paid terminal pay, they may want to check the Memo of Agreement - Bencor, page 40).

B. Leave Without Pay

1. Medical and Family Leave

- a. The Board may approve request for unpaid leave for up to one (1) year due to illness, disability, accident and child rearing. The Board shall comply with the "Family and Medical Leave Act" provided an application for such benefits is received with the request for leave and the employee qualifies for such leave.

Provisions of the Family and Medical Leave Act provide for up to twelve (12) weeks of paid health benefits for some employees under certain conditions.

- b. The Board will comply with the Family and Medical Leave Act of 1993. The Family and Medical Leave Act entitles an "eligible employee" to take up to a total of 12 work weeks of unpaid leave during any 12-month period for the birth of a child and to care for such child, for the placement of a child for adoption or foster care, to care for a spouse or an immediate family member with a serious health condition, or when he or she is unable to work because of a serious health condition. To be eligible for leave, an employee must have worked for the District for at least 12 months and for at least 1,250 hours during the 12-month period preceding the commencement of the leave. Employee benefits shall not be diminished due to compliance with the Family and Medical Leave Act. Family Medical Leave does include unpaid days taken under Parental/Maternity or Absence due to illness.

1. FMLA can be used in conjunction with paid sick leave after paid sick leave is exhausted.
2. FMLA can be used in conjunction with unpaid leave at the onset of the leave period.
3. FMLA can be used in conjunction with parental leave. This language should not be construed to prevent employees from current option of retaining paid leave days while utilizing parental leave.

2. Personal/Emergency

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

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

3. Parental Leave

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

4. Political Leave

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

5. Military

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

6. Changing Leave Status

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

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

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

The above provisions only apply to those employees who do not exceed their normal retirement date. Employees who continue employment beyond July 1 of the year of their normal retirement and who participate in the Deferred Retirement Option Program (DROP) may receive advanced payment as described above at the rate of 50% of accumulated sick leave.

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

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

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

ARTICLE 12 - SICK LEAVE POOL

- A. A sick leave pool shall be established for use by participating full-time employees.
- B. Participation in the sick leave pool shall be voluntary on the part of each full-time employee.
- C. All full-time employees shall be eligible for participation in the sick leave pool after one (1) year of employment by the Okaloosa County School Board provided said employee has accumulated a minimum of twelve (12) days accrued sick leave.
- D. Any sick leave pooled pursuant to this Article shall be removed from the accumulated sick leave balance of the employee donating such leave and shall not be available to the donating employee as sick leave.
- E. Any sick leave time drawn from the pool by the participating employee must be used for the employee's personal catastrophic illness, accident or injury.
- F. Each participating employee shall contribute one (1) day of sick leave in the first month of eligibility. No other sick leave contribution will be required, except that each participating employee shall be required to contribute an additional day of accrued sick leave if the sick leave pool balance has been reduced below one (1) day for each two (2) participating employees. In the event a member does not have any days at the time of request for an additional day, they shall contribute the next day they earn to the sick leave pool.
 - 1. Employees shall be eligible to join the sick leave pool during the first forty (40) days of their work year.
 - 2. The employee who cancels his membership in the sick leave pool shall not be eligible to withdraw the days of sick leave he has contributed to the pool.
- G. A participating employee shall not be eligible to use sick leave days from the pool until all of his sick leave has been depleted. An employee so situated shall be eligible to use up to a maximum of ninety (90) days of sick leave from the pool within a twelve month period and only for approved absences of five (5) continuous days or more.

- H. A participating employee who is eligible to use sick leave days from the pool shall not be required to re-contribute such days, except as a regular contributing member.
- I. An employee who transfers into another school district within the state shall not be eligible to have sick leave days from the pool transferred to that district's sick leave pool.
- J. Abuse of the use of the sick leave pool may be investigated and on a finding of wrongdoing, the employee may be required to repay any or all of the employee's sick leave credits drawn from the sick leave pool at the employee's regular daily rate of pay. Rules adopted for the administration of this program shall provide for the investigation of the use of sick leave.
- K. A sick leave pool committee selected by the Association shall approve or disapprove all requests for withdrawal and shall formulate any additional administrative guidelines as it shall deem necessary.

ARTICLE 13 - COMPENSATION

A. Salary Schedules

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

B. General Provisions

1. Salary Schedule will be in the Appendices of the Agreement.
2. Job Code and Pay Grade Assignment is Appendix E.
3. Paychecks shall be distributed with the same regularity as presently exists with the following exceptions. Employees who would normally receive less than twelve (12) regular monthly paychecks shall be issued a paycheck on the last working day in August if they have performed work prior to the end of the twelve month hourly August payroll period. Employees insurance contributions shall not be taken from this special August paycheck.
4. Employees shall be properly placed on schedule for Okaloosa County experience.
5. All job-alike experience from other Florida public School Districts will be allowed for pay purposes. Five (5) years non-Florida School District job experience will be allowed for pay purposes. Outside job experience will be allowed only when it coincides with the performance responsibilities of the current job description. A calendar year can only be counted one time in computing School Board and outside job experience. Employee must verify outside experience. Documentation must be presented to the Personnel Services Department before the 1st of the month to be given credit for the experience that month.
6. An employee who would be eligible to retire under an existing state retirement system and has been credited with six (6) years of experience earned in Okaloosa Public Schools shall have ten (10) percent of his annual salary, excluding supplements, added to his annual salary provided that he completes the necessary procedures through the Personnel Services Department. The retirement incentive will not be paid to any employee if he continues his

employment beyond June 30 of the year after he reaches his first eligibility for normal retirement benefits.

7. Employees who have completed eighteen (18) or more years of experience recognized by the Okaloosa County School Board shall be eligible for a longevity stipend. The amount for twelve month full-time employees shall be \$150 per month. The amount for hourly employees shall be \$.97 per hour.

C. Insurance

1. The Board shall offer as a medical insurance option a *"Blue Cross & Blue Shield Base Preferred Provider Option Plan (PPO)"* with benefits as found in the "certificate of insurance for 02-03". The cost to the employee for the 2002-03 contract year shall be \$0.00 for single; \$297.45 per month for family; \$32.97 per month for family with two (2) employees in family based on twelve (12) deductions.

The Board shall offer as a medical insurance option a *"Blue Cross & Blue Shield Alternate PPO (buy up) Plan"* with benefits as found in the "certificate of insurance for 02-03". The cost to the employee for the 2002-03 contract year shall be \$45.03 per month for single; \$400.23 per month for family; \$135.75 per month for family with two (2) employees in family based on twelve (12) deductions.

The Board shall offer as a medical insurance option a *"Blue Cross Blue Shield Alternate HMO (buy up) Plan"* with benefits as found in the "certificate of insurance for 02-03". The cost to the employee for the 2002-03 contract year shall be \$45.03 for single; \$400.23 per month for family; \$135.75 per month for family with two (2) employees in family based on twelve (12) deductions.

The Board shall offer as a medical insurance option a *"Tricare Standard Plan"*, with benefits as found in the "certificate of insurance for 02-03". A total up to \$221.33 per month is paid by the School District.

For employees who do not choose one of the above options, the Board shall provide a Long Term Disability Policy with benefits as found in "certificate of insurance for 02-03" at no cost to the employee.

The Board shall provide a dental plan with benefits as found in "certificate of insurance for 02-03" to each employee at not cost to the employee, and make available to the employee family coverage for the same plan at a cost of \$37.33 per month; \$16.90 per month for families with two (2) employees based on twelve (12) deductions for the 2002-03 contract year.

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

New employees desiring to participate in any of the above insurance plans shall pay the premiums for the first three (3) months of eligibility. After three (3) months the Board shall

pay the above insurance provisions. Failure of employees to participate during the three (3) months the Board does not contribute shall not effect in any way their ability to participate once the Board's contributions would begin.

2. The Board shall provide at least \$10,000.00 term life insurance coverage to each regular employee who works twenty (20) hours per week.
3. Employees who are covered by this Agreement shall, upon retirement, have the option of continuing their participation in group health & dental insurance coverage at the group rate, but at their own expense.
4. The Board provided health, indemnity, dental, and life insurance program will be reviewed prior to March 1 of each year by the joint insurance committee and will be placed for open bids if recommended by the committee. The joint insurance committee will recommend to the Board the primary health plan on a yearly basis.
5. The Board provided health, indemnity, dental and life insurance program will be reviewed prior to March 1 of each year by the Educational Support Benefits Oversight Group. Members of this group (Chief Negotiator for the Board, District Finance Officer, Chief Negotiator for the Association, and the Association President) will review any proposed changes to the above named insurance plans (benefits or premiums). Changes to any of the above named plans will be negotiated at the table.

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

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

Enrollment changes in medical and dental coverage due to change in status (marriage, divorce, birth, adoption, spouse employment/insurance, etc.) will be allowed within thirty days of the status change.

Changing to indemnity coverage may be done at any time.

Changes in life insurance may be made at any time, but subject to medical underwriting.

There will be an open enrollment period for the Board sponsored health, dental, life and indemnity insurance coverage for new employees. The open enrollment period will be the first thirty calendar days of employment for new employees and the first thirty calendar days of the time period the new employee becomes eligible for Board paid coverage.

D. Advance Degree

1. Employees in Pay Grade A shall be paid an additional \$150 per month for a master's degree. Employees in Pay Grades B-G shall be paid an additional \$150 per month for a master's degree, \$100 per month for a bachelor's degree, or \$50 per month for an associate's

degree.

2. Employees in Pay Grade I-VI shall be paid an additional \$1.00 per hour for a master's degree, \$.65 per hour for a bachelor's degree, or \$.33 per hour for an associate's degree. Documentation (transcripts) must be presented to the Personnel Services Department before the 1st of the month in order for supplement to begin that month.
3. Registered nurses automatically receive an AA stipend.

ARTICLE 14 - MISCELLANEOUS

- A. The distribution of copies of the finalized official Agreement to the bargaining unit members will be the responsibility of the Association. Cost of the initial reproduction of this Agreement shall be shared equally by the Association and Board.
- B. Should any provisions of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, the provision shall be severable and this provision or the application thereof, if under any circumstance is held invalid, shall not affect any other provision of this Agreement or the application of any provision thereof. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.
- D. Neither party shall be deemed to have surrendered or yielded any rights by withdrawing or modifying any of its proposals or counter proposals during negotiations leading to this Agreement.

ARTICLE 15 - POLITICAL FREEDOM

- A. All employees shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness in their respective capacities.
- B. The right of all employees to work and to vote for the party, candidates, and issue of their choice shall never be questioned, abridged, or denied.
- C. All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

ARTICLE 16 - VIDEO CAMERAS

- A. The District may choose to install video cameras at various work sites. These cameras are installed for security reasons only.
- B. Employees shall be notified in advance when non-audio cameras/videos are installed in a work place. A sign indicating this facility has video cameras for security reasons shall be placed at the main entrance to the facility.
- C. Tapes from video cameras will not be used to evaluate employees, however, the District will pursue any unlawful acts which are shown on tapes.

ARTICLE 17 - TERMS OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2002 and shall continue in effect through June 30, 2005. This Agreement shall not be extended orally and it is expressly understood it shall expire on the date indicated. In the event no successor agreement has been negotiated on the expiration date, the terms and conditions of employment for employees covered by this Agreement shall be continued at a level not less than those set forth herein.

This provision shall remain in force in effect until such time as a successor agreement is ratified by the parties or until such time as the School Board sitting as the impartial legislative body resolves the impasse through legislative action.

B. During the term of this Agreement, each party reserves the right to reopen negotiations annually on Article 13, Compensation, and on two (2) other articles of each party's choosing. If either party desires to reopen negotiations under this provision, a written notice must be submitted to the other party.

OKALOOSA COUNTY EDUCATION
SUPPORT PERSONNEL ASSOCIATION

SCHOOL BOARD OF
OKALOOSA COUNTY

Bill Bain
PRESIDENT

Granda J. Zukle
CHAIRMAN OF BOARD

Linda King
CHIEF NEGOTIATOR

[Signature]
SUPERINTENDENT

Denise Mezjel-Rolls
EXECUTIVE DIRECTOR

Michael E. Foxworth
CHIEF NEGOTIATOR

Danella L. Streaker
NEGOTIATOR

Rita J. Scallon
NEGOTIATOR

[Signature]
NEGOTIATOR

Patricia P. Wasson
NEGOTIATOR

[Signature]
NEGOTIATOR

NEGOTIATOR

[Signature]
NEGOTIATOR

Chye Fowler
NEGOTIATOR

SCHOOL FOOD SERVICE EMPLOYEES

Pay for food service courses will be paid at the rate of \$.08 per hour for each course. A maximum of six (6) courses will be allowed for pay purposes. Being a certified food service worker qualifies as a "course". If a food service worker uses this as one of her courses, then she may receive a maximum of seven (7) courses for pay purposes.

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

SUPPLEMENTS FOR ASSISTANT MANAGERS

<u>SLADA</u>	<u>Hourly Rate</u>
399	\$0.16
599	\$0.18
799	\$0.21
999	\$0.23
1199	\$0.24
1200	\$0.27

Breakfast Program \$0.09 per hour

A maximum of seven (7) courses will be allowed for pay purposes.

MAINTENANCE DEPARTMENT EMPLOYEES

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

4710	Welder I
4730	Carpenter I
4740	Electrician I
4750	Plumber I
4760	Air Condition & Refrigeration I

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

No additional fee will be paid for residential or journeyman licenses.

To continue receiving the supplement, the registration or certification must be renewed upon expiration. It is up to the employee to provide the county with current verification.

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

- 4710 Welder I
- 4730 Carpenter I
- 4740 Electrician I
- 4750 Plumber I
- 4760 Air Condition & Refrigeration I

An employee who receives a certificate of completion from an accredited vocational school will be allowed two (2) years experience for pay purposes in job classifications 4712, 4732, 4742, 4752, and 4764.

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

TRANSPORTATION EMPLOYEES

A supplement will be paid to employees in the following job classification who successfully complete the requirements for the Vehicle Service Technician or Master Repair Technician.

- 4610 Mechanic I

The Vehicle Service Technician Test and Master Repair Technician Test shall replace the ASE tests as those certifications expire. The supplement for Vehicle Service Technician will be \$100.00 per month. The supplement for the Master Repair Technician Test will be \$200.00 per month.

The total amount of money an employee would be eligible for in supplements shall not exceed \$200.00 per month.

To continue receiving the supplement, the certification must be renewed upon expiration. It is up to the employee to provide the county with current verification.

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

- 4610 Mechanic I

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

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

SCHOOL BOOKKEEPERS

The School District shall provide a monthly supplement to one bookkeeper per school. The supplement shall be provided to the individual who handles internal accounts and is responsible for the audit report. The individual who receives the supplement may not be the confidential secretary.

The amount of the supplement shall be according to the following formula:

Elementary	\$ 75.00/month
Middle	\$125.00/month
High	\$175.00/month
Special Schools	
Silver Sands	\$ 75.00/month
Laurel Hill	\$125.00/month
OATC	\$125.00/month
Baker	\$175.00/month

Official Grievance Form - OCESPA

Name: _____

Worksite: _____ Assignment: _____

Home Address: _____ Home Phone: _____

A. Date Cause of Grievance Occurred: _____

B. Relates to what section of Contract: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature Date

Sequence

Step I Date Submitted: _____ Date of Disposition: _____

Summary of Disposition: _____

Signature Date

Step II Date Submitted: _____ Date of Disposition: _____

Summary of Disposition (See attached): _____

Signature Date

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

Grievance No. _____

Appendix B

OCESPA MEMBERSHIP/DUES DEDUCTION AUTHORIZATION FORM

Continuing Membership Payroll Deduction Authorization

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

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

Member's Signature

Print Name

Social Security Number

Date

Work Location

Job Classification

Appendix D
SCHOOL DISTRICT OF OKALOOSA COUNTY
SUPPORT PERSONNEL SALARY SCHEDULE
2002-2003

STEP	PG A	PG B	PG C	PG D	PG E	PG F	PG G
0	\$3,088	\$2,148	\$1,559	\$1,471	\$1,299	\$1,195	\$1,133
1	\$3,211	\$2,233	\$1,622	\$1,530	\$1,351	\$1,243	\$1,178
2	\$3,335	\$2,319	\$1,684	\$1,589	\$1,403	\$1,290	\$1,224
3	\$3,458	\$2,405	\$1,747	\$1,647	\$1,455	\$1,338	\$1,269
4	\$3,582	\$2,491	\$1,809	\$1,706	\$1,507	\$1,386	\$1,314
5	\$3,706	\$2,577	\$1,871	\$1,765	\$1,559	\$1,434	\$1,360
6	\$3,829	\$2,663	\$1,934	\$1,824	\$1,611	\$1,482	\$1,405
7	\$3,953	\$2,749	\$1,996	\$1,883	\$1,663	\$1,529	\$1,450
8	\$4,076	\$2,835	\$2,058	\$1,942	\$1,714	\$1,577	\$1,496
9	\$4,200	\$2,921	\$2,121	\$2,000	\$1,766	\$1,625	\$1,541
10	\$4,323	\$3,007	\$2,183	\$2,059	\$1,818	\$1,673	\$1,586
11	\$4,447	\$3,092	\$2,246	\$2,118	\$1,870	\$1,721	\$1,632
12	\$4,570	\$3,178	\$2,308	\$2,177	\$1,922	\$1,768	\$1,677
13	\$4,694	\$3,264	\$2,370	\$2,236	\$1,974	\$1,816	\$1,722
14	\$4,817	\$3,350	\$2,433	\$2,295	\$2,026	\$1,864	\$1,767
15	\$4,941	\$3,436	\$2,495	\$2,353	\$2,078	\$1,912	\$1,813
16	\$5,064	\$3,522	\$2,557	\$2,412	\$2,130	\$1,959	\$1,858
17	\$5,188	\$3,608	\$2,620	\$2,471	\$2,182	\$2,007	\$1,903
18	\$5,311	\$3,694	\$2,682	\$2,530	\$2,234	\$2,055	\$1,949

STEP	PG I	PG II	PG III	PG IV	PG V	PG VI
0	\$ 8.38	\$ 7.63	\$ 6.41	\$ 6.55	\$ 7.31	\$ 7.07
1	\$ 8.71	\$ 8.01	\$ 6.73	\$ 6.88	\$ 7.61	\$ 7.42
2	\$ 9.05	\$ 8.40	\$ 7.05	\$ 7.21	\$ 7.90	\$ 7.77
3	\$ 9.39	\$ 8.78	\$ 7.37	\$ 7.53	\$ 8.19	\$ 8.13
4	\$ 9.72	\$ 9.16	\$ 7.69	\$ 7.86	\$ 8.48	\$ 8.48
5	\$ 10.06	\$ 9.54	\$ 8.01	\$ 8.19	\$ 8.78	\$ 8.83
6	\$ 10.39	\$ 9.92	\$ 8.33	\$ 8.52	\$ 9.07	\$ 9.19
7	\$ 10.73	\$ 10.30	\$ 8.65	\$ 8.84	\$ 9.36	\$ 9.54
8	\$ 11.06	\$ 10.69	\$ 8.97	\$ 9.17	\$ 9.65	\$ 9.89
9	\$ 11.40	\$ 11.07	\$ 9.29	\$ 9.50	\$ 9.95	\$ 10.25
10	\$ 11.73	\$ 11.45	\$ 9.61	\$ 9.83	\$ 10.24	\$ 10.60
11	\$ 12.07	\$ 11.83	\$ 9.93	\$ 10.15	\$ 10.53	\$ 10.95
12	\$ 12.40	\$ 12.21	\$ 10.25	\$ 10.48	\$ 10.82	\$ 11.31
13	\$ 12.74	\$ 12.59	\$ 10.57	\$ 10.81	\$ 11.12	\$ 11.66
14	\$ 13.07	\$ 12.97	\$ 10.89	\$ 11.14	\$ 11.41	\$ 12.01
15	\$ 13.41	\$ 13.36	\$ 11.21	\$ 11.46	\$ 11.70	\$ 12.37
16	\$ 13.74	\$ 13.74	\$ 11.53	\$ 11.79	\$ 11.99	\$ 12.72
17	\$ 14.08	\$ 14.12	\$ 11.85	\$ 12.12	\$ 12.29	\$ 13.07
18	\$ 14.41	\$ 14.50	\$ 12.17	\$ 12.45	\$ 12.58	\$ 13.43

Employees who have completed eighteen (18) or more years of experience recognized by the School District of Okaloosa County shall be eligible for a longevity stipend. The amount for full-time monthly employees shall be \$150 per month. The amount for hourly employees shall be set at \$.97 per hour. (See ARTICLE 14, Section B-7)

APPENDIX E
SCHOOL DISTRICT OF OKALOOSA COUNTY
JOB CODE PAY GRADE ASSIGNMENT

Pay Grade A

4802 Sr. Program Analyst

Pay Grade B

4516 Accountant
4812 Program Analyst
4830 Data Systems Tech I
4940 Title Resource Liaison Specialist
4942 Student Service Worker
4944 System Support Analyst
4945 Buyer

Pay Grade C

4320 School Nurse, RN or LPN
4322 Paraprofessional Bilingual
4330 Ed Interpreter - ESE
4502 Secretary I
4540 Payroll Clerk
4628 CDL Trainer/Safety Monitor
4724 Leaderman II
4840 Computer Operator I
4832 Data Systems Technician II
4930 Property Inspector
4943 Evaluation Analyst
4946 System Support Analyst II
4947 Support Employees Analyst
4948 Certification Analyst
4949 Retirement Analyst

Pay Grade D

4110 School Secretary - 10 months
4112 School Secretary - 12 months
4114 Bookkeeper
4130 Tech Support
4147 Even Start Parent Educator
4148 First Start Parent Educator
4189 ESE Job Coach
4230 Day Care Coordinator
4504 District Level Secretary - 12 months
4505 District Level Secretary - 10 months
4241 Child Development Associate
4282 School Custodian I

Pay Grade D (continued)

4564 Media Production Technician
4610 Mechanic I
4702 Heavy Equipment Operator
4710 Welder I
4730 Carpenter I
4740 Electrician I
4750 Plumber I
4760 Air Condition & Refrigeration I
4766 Locksmith
4826 Help Desk Coordinator
4910 Plant Operator
4933 Lead Print Shop Operator

Pay Grade E

4775 Property Clerk
4822 Computer Operator II

Pay Grade F

4506 District/School Level Clerk
4538 Printing Press Operator
4560 Processing Audio Visual Clerk - 12 months
4562 Processing Audio Visual Clerk - 10 months
4614 Mechanic II
4704 Stadium Personnel
4707 School Level Clerk
4712 Welder II
4732 Carpenter II
4742 Electrician II
4752 Plumber II
4764 Air Condition & Refrigeration II
4770 District Custodian Full Time I - 12 months

Pay Grade G

4106 Health Assistant
4284 School Custodian Full Time II - 10 months
4286 School Custodian Full Time II - 12 months
4536 Reproduction Clerk
4706 Truck Driver
4708 Delivery Personnel
4774 District Custodian Full Time II - 12 months

Pay Grade I

Classroom Assistant
4123 Safety Assistant

Pay Grade I (continued)

4150 ESE Assistant
4160 Pre-Kindergarten
4188 Assistant Vo-Tech
4190 Media Assistant

Pay Grade II

4630 Bus Driver - 9 months
4638 Bus Driver - 12 months

Pay Grade III

4195 Lunchroom Monitor - 9 months
4650 Transportation Assistant
4782 Laborer - Hourly

Pay Grade IV

4404 Assistant Lunchroom Manager
4408 Food Service Worker Hourly - 191 days
4410 Food Service Worker Hourly - 189 days
4296 Vo-Tech Food Lab

Pay Grade V

4200 School Custodian - 9, 10, and 12 months hourly
4231 Day Care Worker

Pay Grade VI

4402 Central Kitchen Worker

PLACEMENT CHART A

YRS EXP	STEP	SALARY	
0	0	\$1,471	
1	1	\$1,530	
2,3,4,5	2	\$1,589	
6	3	\$1,647	SALARIES FROM PG-D
7	4	\$1,706	SCHOOL SECRETARY
8	5	\$1,765	DISTRICT LEVEL SECRETARY
9	6	\$1,824	SCHOOL BOOKKEEPERS
10	7	\$1,883	HELP DESK COORDINATOR
11	8	\$1,942	CHILD DEVELOPMENT ASSOCIATE
12	9	\$2,000	LEAD PRINT SHOP OPERATOR
13	10	\$2,059	JOB COACH ADDED AS 4 EACH
14,15	11	\$2,118	EVEN START/FIRST START
16	12	\$2,177	PARENT EDUCATOR
17	13	\$2,236	DAY CARE COORDINATOR
18	14	\$2,295	
19	15	\$2,353	
20	16	\$2,412	
21	17	\$2,471	
22	18	\$2,530	

PLACEMENT CHART B

YRS EXP	STEP	SALARY
0	0	\$ 8.38
1,2,3,4,5	1	\$ 8.71
6	2	\$ 9.05
7	3	\$ 9.39
8	4	\$ 9.72
9	5	\$10.06
10	6	\$10.39
11,12	7	\$10.73
13	8	\$11.06
14	9	\$11.40
15	10	\$11.73
16	11	\$12.07
17	12	\$12.40
18	13	\$12.74
19	14	\$13.07
20	15	\$13.41
21	16	\$13.74
22	17	\$14.08
23	18	\$14.41

SALARIES FROM PG-E/155
CLASSROOM ASSISTANT
LIBRARY ASSISTANT
PARENT EDUCATOR
JUVENILE JUSTICE DEPT. ASSISTANT

PLACEMENT CHART C

YRS EXP	STEP	SALARY
0	0	\$ 7.31
1	1	\$ 7.60
2	2	\$ 7.89
3,4,5	3	\$ 8.19
6	4	\$ 8.48
7	5	\$ 8.77
8	6	\$ 9.06
9	7	\$ 9.36
10	8	\$ 9.65
11	9	\$ 9.94
12	10	\$10.23
13	11	\$10.53
14	12	\$10.82
15	13	\$11.11
16	14	\$11.40
17	15	\$11.70
18	16	\$11.99
19	17	\$12.28
20	18	\$12.57

SALARIES FROM PG-G/155
HOURLY CUSTODIAN

Appendix F

School District of Okaloosa County
Human Resource Division

MIS 5214
REV 1/00

Overtime/Compensatory Time Documentation

(Refer to Article 7A.(6) in the Master Contract between the School Board and OCESPA.)

Supervisor's Prior Authorization for Overtime Work (write in)			
date work to be done	# hours authorized	need/purpose	supervisor sign/date

Employee Name _____

Employee SS# _____

Instructions for Recording:

1. Write month/day/year in line one.
2. Write # of hours overtime per day in line two.
3. Write total overtime in Box A. (This is total line 2.)
4. Write remaining hours in Box C (A minus B = C)

Payroll Documentation of Overtime Worked								
	WED	THR	FRI	SAT	SUN	MON	TUE	TOTAL
1. calendar dates								
2. # hrs worked beyond reg. hours								

- A Total hours worked beyond reg. hours
- B Straight Time
- C Hours for overtime rates
Total=A minus B

Note: If reported for payment, B and C totals should be used on payroll sheet for this payroll period.

To be completed by Employee:

I wish to use _____ hours as compensatory time for _____ Date/Dates

I wish to be paid for time worked beyond regular work week.
(If overtime is earned in last week of payroll period for the fiscal year - must be paid.)

Supervisor Disposition: Approved for:

Compensatory time on _____ (Dates)

Payment for _____ hours in next payroll report.

Signature of Employee/Date

Signature of Authorized Supervisor/Date

File copy with payroll report.

**Memorandum of Agreement
Between
Okaloosa County School District
And
Okaloosa County Educational Support Personnel Association**

Credit for Alike Experience as of April 11, 2001

In order to receive credit for alike experience as a bus driver the following provisions must apply. You must be able to verify:

- A) The job must have required a CDL or Chauffeur's license.
- B) It must have been a full-time job (20 or more hours per week or fringe benefits were given).
- C) You must have worked in the position one day over half a year to receive a year's credit.

For OCESPA:

Michael E. Foy 4/19/01
Signature/Date

For the School District:

Rebecca Spencer 4-19-01
Signature/Date

STATE OF FLORIDA
COUNTY OF OKALOOSA

Acknowledged before me this 19th day of April, 2001, and is personally known to me.

Betty Jo Holloway
Betty Jo Holloway, Notary Public

My commission expires:



Memorandum of Agreement
between
Okaloosa County School Board
and
Okaloosa County Education Support Personnel Association

In regard to Article 11 - Leaves A.1.b. "member of his own household" shall be any individual whose legal residence is the same as the person requesting leave.

Proof of residence may be drivers license, utility bill, bank statement, or federal tax form.

For OCESPA:

Michael Foxworthy
Michael Foxworthy

10/5/99
Date

For the School Board:

Rebecca Spence
Rebecca Spence

10.5.99
Date

Sworn to and subscribed before me this 5th day of October, 1999.

Betty Jo Holloway
Notary Public Signature

Seal:

 Betty Jo Holloway
My Commission CC636783
Expires April 08, 2001

MEMORANDUM OF AGREEMENT
between
OKALOOSA COUNTY EDUCATION SUPPORT PERSONNEL ASSOCIATION
and
OKALOOSA COUNTY SCHOOL BOARD

OCESPA and the School District agree that members of the educational support bargaining unit will participate in the program offered by BENCOR to shelter payoffs for annual leave, sick leave, and retirement bonuses from FICA taxes and income taxes to the extent permitted by law.

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

For OCESPA:

Michael E. Fawcett 12/6/01
Chief Negotiator Date

For the School Board:

Richard Jones 12/6/01
Chief Negotiator Date

STATE OF FLORIDA
COUNTY OF OKALOOSA

Sworn to and subscribed before me this 6th day of December, 2001.

Betty Jo Holloway
Notary Signature

Seal:



MEMORANDUM OF AGREEMENT
between
OKALOOSA COUNTY EDUCATION SUPPORT PERSONNEL ASSOCIATION
and
OKALOOSA COUNTY SCHOOL BOARD

OCESPA and the Okaloosa County School District agree that regarding BENCOR contributions, retiring employees and DROP participants who have a leave or pay-off payment of \$500 or less are not eligible to participate in the 401(a) BENCOR plan.

For OCESPA:

For the Board:

Bill Bain 5-3-02
Signature Date

Michael E. Fuchs 5-3-02
Signature Date

STATE OF FLORIDA
COUNTY OF OKALOOSA

Sworn to and subscribed before me this 3rd day of May, 2002.

Betty Jo Holloway
Notary Signature



**Memorandum of Agreement
between
Okaloosa County School Board
and
Okaloosa County Education Support Personnel Association**

OCESPA and the Okaloosa County School District agree that the position of Temporary Classroom Assistant will be established only for the purpose of hiring temporary personnel to assist in maintaining and improving student performance who are funded from the Florida School Recognition Program (FS 231.2905). Such employees will be notified upon employment that

1. their position cannot, by law, extend beyond the current school year;
2. they can be considered for employment in other permanent positions as openings occur;
3. they will be paid according to Pay Grade I, placement chart B of the OCESPA Master Contract;
4. they will not earn leave or be paid for holidays;
5. their temporary employment will be counted as experience in the Okaloosa District should they be selected for a permanent position; and
6. retirement will be paid on their temporary position.

For OCESPA:

Michael E. Foxworthy
Michael E. Foxworthy, Chief Negotiator

Date 9/07/01

For the School Board:

Rebecca Spence
Rebecca Spence, Chief Negotiator

Date 9.07.01

STATE OF FLORIDA
COUNTY OF OKALOOSA

Sworn to and subscribed before me this 7th day of September

Betty Jo Holloway
Notary Signature

Seal:



MEMORANDUM OF AGREEMENT
 between
OKALOOSA COUNTY EDUCATION SUPPORT PERSONNEL ASSOCIATION
 and
OKALOOSA COUNTY SCHOOL BOARD

OCESPA and the School District agree that all current confidential secretaries shall become regular secretaries subject to the master contract for Educational Support Personnel. These confidential secretaries will be grandfathered in at \$20 per month as long as they remain in this current position. The District will no longer have *new* Secretary I positions and those current will be grandfathered into the system.

The District shall have the following confidential secretaries which will not be subject to the bargaining unit.

Assistant Superintendents	-	1 each
Chief Officers	-	1 each
District Director of Data Processing	-	1
Testing Analysts	-	2
School Board Secretaries	-	2

For OCESPA:

Linda J. King 1-15-03
 Chief Negotiator Date

For the School Board:

Michael E. Fifer 1/15/03
 Chief Negotiator Date

STATE OF FLORIDA
COUNTY OF OKALOOSA

Sworn to and subscribed before me this 15th day of January 2003.

Betty Jo Holloway
 Notary Signature

Seal:



