

Article XIV -- LEAVES AND TEMPORARY DUTY

Section 2: Sick Leave

- E. Upon written request, which must be submitted within three days after the end of the employee's workyear, an employee will receive an annual payment for accumulated sick leave that is earned for that year and that is unused at the end of the employee's work year according to the following schedule.
1. During the first three (3) years of service in Volusia County, the hourly rate of pay multiplied by sixty-five percent (65%) times the number of eligible hours of sick leave.
 2. During the next three (3) years of service in Volusia County, the hourly rate of pay multiplied by seventy percent (70%) times the number of eligible hours of sick leave.
 3. During the next three (3) years of service in Volusia County, the hourly rate of pay multiplied by seventy-five (75%) times the number of eligible hours of sick leave.
 4. During the next three (3) years of service in Volusia County, the hourly rate of pay multiplied by eighty percent (80%) times the number of eligible hours of sick leave.

Hours for which such payment is received will be deducted from the accumulated leave balance.

*ARTICLE XII -- Section 1
DAYS AND HOURS*

Effective July 1, 1996, amend Section 1: Lunch/Break periods to read as follows:

Employees will receive a ten minute break with each four hours worked. These breaks will be considered hours worked, and therefore will be paid time for the employees.

Employees who work six hours or more, but less than eight hours will be provided a 45 minute lunch break. Employees who work eight hours will be provided a 60 minute lunch break. Lunch breaks shall not be considered hours worked, and therefore will not be paid time. With the agreement of the worksite administrator, these lunch breaks may be reduced or waived.

The work site administrator shall determine the scheduling of lunch breaks and rest breaks.

The effective date for the change in the lunch breaks and rest breaks shall be July 1, 1996. The work site administrator shall provide employees with an opportunity for input prior to establishing the new schedules.

FAMILY AND MEDICAL LEAVE ACT

1. Family and Medical Leave Act: All provisions of this article shall be interpreted so as to comply with the requirements of the Family and Medical Leave Act and any amendments thereto, and with such federal regulations that may be issued under the Act.
2. Employee Eligibility: Eligibility for these benefits shall be limited to those bargaining unit members that have

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- been employed for at least the previous twelve (12) months by the Board, and worked at least 1,250 hours during that previous twelve (12) month period.
3. Terms of Leave: This leave shall be granted, in the following instances, for no more than a total of twelve (12) work weeks during the school year, July 1 through June 30. It shall be granted to eligible bargaining unit members for: (A) to care for the employee's child after birth, or following placement for adoption or foster care; (B) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or (C) for a serious health condition that makes the employee unable to perform the employee's job.
 4. Definitions: The definitions contained in the Act apply to this article.
 5. Group Medical Insurance: The Board shall continue an employee's group medical insurance in full effect during FMLA leave, to the same extent as when the employee worked. The employee shall be responsible for his or her share of insurance premium payment. Days of leave taken under the sick leave provision of the collective bargaining agreement shall be considered to be leave taken under the FMLA if taken for a serious health condition, for the purposes of this article, as shall any annual leave taken after the employee has exhausted his or her sick leave due to a serious health condition.
 6. Length of Unpaid Medical or Child Care Leave: The length of any unpaid medical or child care leave shall be determined by the collective bargaining agreement, provided such provisions, when considered with sick leave and annual leave used as stated above in paragraph 6, meet the required twelve (12) week allotment called for by the Act.
 7. Notice: If leave is taken to care for a newborn child or a child newly placed for adoption or foster care, the employee must provide notice of the leave in writing, to the personnel department and to his or her immediate supervisor, approximately thirty (30) days in advance, where possible. If a leave is needed for foreseeable medical care, it shall be requested, in writing at least thirty(30) days in advance, or as early as is practicable.
 8. Medical Certification: (A) Illness of Others: When requesting leave for a serious health condition of the employee's spouse, child or parent, the employee, upon request by the school district shall submit a statement from the patient's doctor which certifies that it is necessary for the employee to care for the patient, and estimates the length of time the care is needed. (B) Illness of Employee: The Board may require a medical certification from eligible employees who request leave under the FMLA. Additional requests for medical certification shall be at the employer's expense and shall comply with the regulations under the Act.
 9. Intermittent Leave For Planned Medical Treatment: Unpaid medical leave with FMLA benefits may be taken on an intermittent basis when the employee, the employee's spouse, child or parent has a serious medical condition and it is foreseeable that the employee will need short periods of time off. Such intermittent leave days may be taken only when all sick leave and annual leave has been exhausted. Intermittent leave may be taken in increments of one or more days or partial days at work. Intermittent leave will be granted, subject to the previously mentioned terms, if the health care provider certifies that it is medically necessary. The Board may require medical certification of the need, and the schedule or time of the treatment. The employee must give the Board thirty (30) days written notice of the need for the leave, if possible. If it is not possible to give

thirty (30) days advance notice, the employee shall provide as much notice as is practicable.

10. Employees must exhaust all sick leave prior to taking an unpaid leave covered by the FMLA, where the reason for the leave is covered by section (B) or (C) of paragraph number 3.
11. Restoration: Upon return from an FMLA leave, the affected employee is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

MEMORANDUM OF AGREEMENT

The Superintendent and the President of VAEOP shall appoint a committee to study and recommend a new classification system for the bargaining unit represented by VAEOP, and also to recommend how the salary schedule could be applied and/or adjusted to compliment the classification system. The purpose for establishing a new classification system is to insure equity and fairness, and not as a vehicle for providing employees with a unit-wide salary increase. The committee may establish sub-committees as are deemed necessary.

The committee shall examine the tasks and responsibilities being carried out by bargaining unit members, and the skills required to accomplish those tasks and responsibilities. The committee shall also obtain comparative compensation information from other school districts and private sector enterprises. This information shall serve as the basis for the recommended classification system and the recommendation on how the salary schedule might be applied and/or adjusted to compliment the classification system.

In conjunction with the recommendation on the classification system, the committee shall also provide suggestions for job descriptions, and recommendations on revising the employee evaluation form(s) as may be appropriate in relationship to the classification system.

The committee shall provide its recommendations to the Superintendent and the President of VAEOP by April 30, 1996. The potential implementation of the recommendation shall be included in negotiations to the extent required by law, with the parties recognizing that potential implementation will be affected by fiscal and operational considerations. The parties also recognize that successful implementation of the recommendations will involve the development of skills assessment procedures and training programs.

ARTICLE XXI TERM OF AGREEMENT

- C. This agreement shall be effective subject to ratification by the Bargaining Unit and approval by the School Board of Volusia county and shall continue through June 30, 1997.

In consideration of the mutual covenants, this agreement is made and entered into the 11 day of January, 1996, by and between the School Board of Volusia County, Florida and the Volusia Association of Educational Office Personnel.

Addendum between The School Board of Volusia County
and the Volusia Association of Education Office Personnel
January 11, 1996

FY95-96* VAEOP Salary Schedule

Step	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
1	5.02	5.33	5.64	5.96	6.90	7.84	9.41
2	5.17	5.49	5.81	6.14	7.11	8.08	9.69
3	5.36	5.69	6.02	6.36	7.35	8.35	10.03
4	5.69	6.02	6.36	6.68	7.68	8.69	10.36
5	6.02	6.36	6.68	7.01	8.01	9.02	10.69
6	6.36	6.68	7.01	7.35	8.35	9.36	11.03
7	6.68	7.01	7.35	7.68	8.69	9.69	11.36
8	7.01	7.35	7.68	8.01	9.02	10.03	11.69
9	7.35	7.68	8.01	8.35	9.36	10.36	12.04
10	7.68	8.01	8.35	8.69	9.69	10.69	12.37
11	8.01	8.35	8.69	9.02	10.03	11.03	12.70
12	8.35	8.69	9.02	9.36	10.36	11.36	13.04
13	8.69	9.02	9.36	9.69	10.69	11.69	13.37
14	9.02	9.36	9.69	10.03	11.03	12.04	13.70
15	9.71	10.05	10.38	10.72	11.73	12.73	14.39
26	10.52	10.86	11.19	11.53	12.52	13.52	15.19

*effective for second half of work year

FY96-97 VAEOP Salary Schedule

Step	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
1	5.02	5.33	5.64	5.96	6.90	7.84	9.41
2	5.22	5.54	5.87	6.20	7.18	8.15	9.79
3	5.38	5.71	6.04	6.38	7.39	8.40	10.08
4	5.57	5.91	6.26	6.61	7.65	8.69	10.43
5	5.91	6.26	6.61	6.95	7.99	9.04	10.78
6	6.26	6.61	6.95	7.29	8.33	9.38	11.12
7	6.61	6.95	7.29	7.65	8.69	9.74	11.47
8	6.95	7.29	7.65	7.99	9.04	10.08	11.82
9	7.29	7.65	7.99	8.33	9.38	10.43	12.16
10	7.65	7.99	8.33	8.69	9.74	10.78	12.52
11	7.99	8.33	8.69	9.04	10.08	11.12	12.87
12	8.33	8.69	9.04	9.38	10.43	11.47	13.21
13	8.69	9.04	9.38	9.74	10.78	11.82	13.56
14	9.04	9.38	9.74	10.08	11.12	12.16	13.90
15	9.38	9.74	10.08	10.43	11.47	12.52	14.25
16	10.10	10.45	10.80	11.15	12.20	13.24	14.96
26	10.94	11.29	11.63	11.99	13.03	14.06	15.80