

K 820812
els. 1,150
expires 6/30/94

MAY 13 1992

COLLECTIVE BARGAINING AGREEMENT

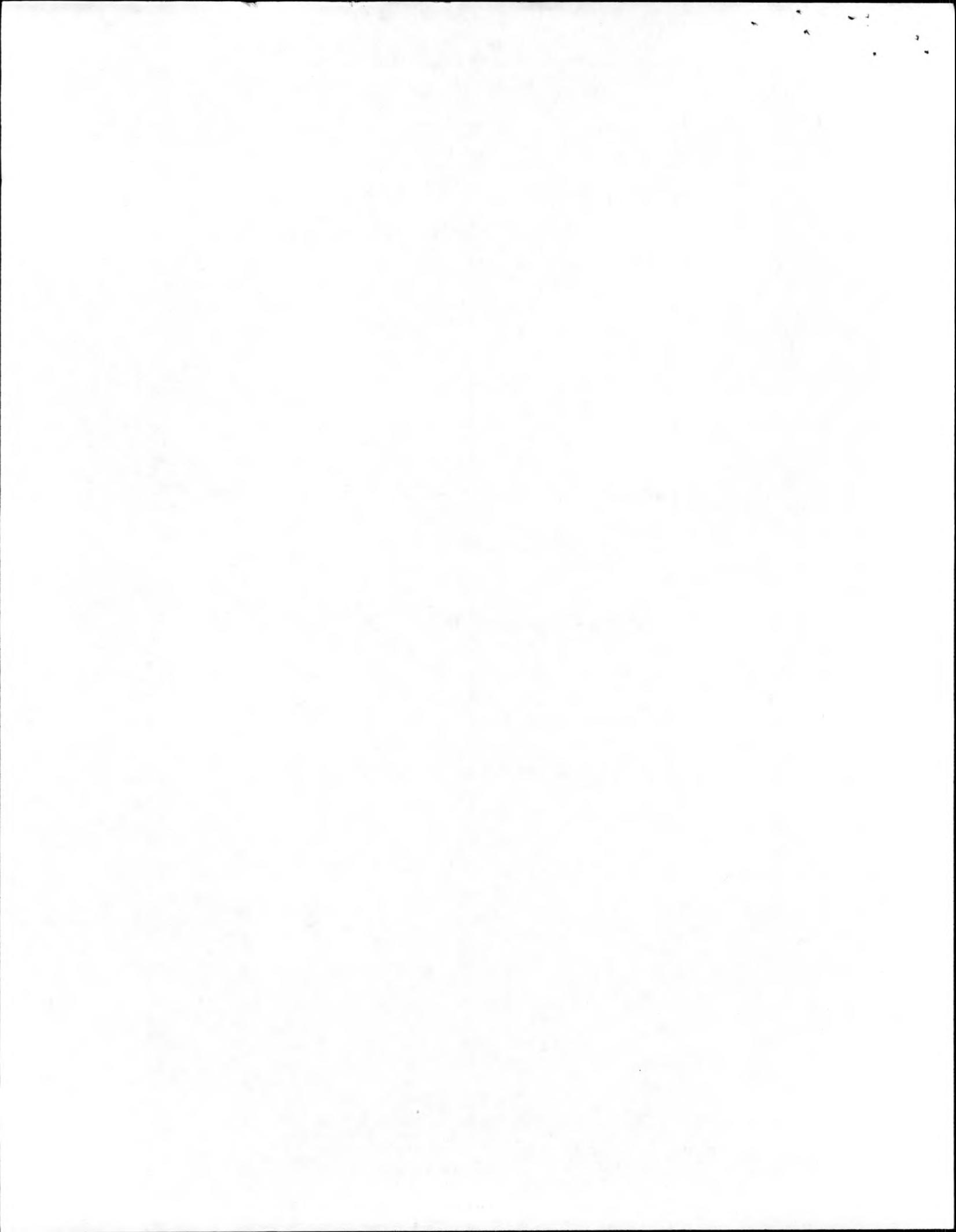
BETWEEN

THE FEDERATION OF PUBLIC EMPLOYEES
(SECRETARIAL/CLERICAL)

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

JULY 1, 1991 - JUNE 30, 1994



EXECUTIVE SUMMARY

The School Board is being asked to approve a new three-year negotiated contract (July 1, 1991 - June 30, 1994) between the School Board of Broward County, Florida and the Federation of Public Employees (Secretarial/Clerical Unit).

The new contract includes the following items:

- Continuation of the current 1990-91 salary schedule.
- New language on Non-Discrimination (Article 22).
- Establishment of a joint union-management task force to review current job qualifications, goals and performance requirements.
- Establishment of a joint union-management task force to reorganize the contract language so that its contents are more accurately placed within an appropriate article.
- Establishment of a Career Achievement Program (Article 9) to enable members of this unit to receive financial incentives in the future for completing courses designed to improve their skills; and establishment of a joint union-management task force to make recommendations concerning how the program is to operate.
- Increase in the number of personal leave days from four to six. (This has no fiscal impact)
- Procedure for offering overtime on a rotating basis.
- Language dealing with employees' reporting health and safety hazards.
- Changes in the insurance plan to require all new employees to enter the HMO during their first year of employment; and providing Board paid insurance for all current employees at the monthly premium rate of \$189.41, a monthly increase of \$9.02.
- Retirement incentive plan for one (1) year only.
- Provisions for a reopener in February, 1992 on the salary issue and subsequent reopeners in the second and third year of the contract of up to three issues by each party plus salary and insurance benefits.

ARTICLE I

Preamble

This Agreement is entered into this first day of July 1, 1988 91, by and between the School Board of Broward County (hereinafter referred to as the "Board," and the Federation of Public Employees. A Division of District I, Marine Engineers Beneficial Association/ National Maritime Union, AFL-CIO (hereinafter referred to as the "Federation").

Witnesseth:

WHEREAS, the Board and the Federation have negotiated in good faith, with the Federation acting as the exclusive agent for certain non-instructional personnel included in the certified unit with respect to wages, hours, and terms and conditions of employment, and whereas, the parties following extended and deliberate negotiations, and having had an opportunity to discuss freely all issues, have reached certain understanding which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2

Definitions

Terms in this agreement shall be defined as follows:

- A. "School Board" - The School Board of Broward County, Florida.
- B. "Federation" - Federation of Public Employees, a division of District 1, Marine Engineers Beneficial Association/National Maritime Union (AFL-CIO).
- C. "Unit" - Employees in job classifications within the bargaining unit represented by the Federation.
- D. "State Regulations" - Regulations adopted by the Department of Education of the state of Florida to clarify and implement statutes which relate to education in the state of Florida.
- E. "Seniority" - Shall be defined as the length of continuous service with the School Board as a member of the unit.
"Continuous Service" means uninterrupted employment with the School Board and it shall include the time, if any, that an employee's name is on the seniority recall list of laid-off employees, and it also shall include the time, if any, that an employee's service shall be considered continuous even though he/she is employed from school year to school year on a calendar which is shorter than twelve (12) months.
- F. "Administration" - The Superintendent, Area and Associate Superintendents, principals, department heads, and/or their subordinate managers and supervisors responsible for the various levels of administration, excluding bargaining unit members.
- G. "Employee" - A member of the bargaining unit.
- H. "Layoff" - A reduction of employees instituted by the School Board. Loss of employment through no fault of the employee.
- I. "Probationary Employee" - For purposes of this contract, a probationary period shall be one hundred percent (100%) of the number of workdays of the employee's assigned calendar. For example, an employee assigned to a 196 day calendar shall have a 196 day probationary period.
 - 1. Eligibility for employee insurance benefits starts the first of the month next following receipt of the employee's first month's pay check as a probationary employee (non-temporary).

Probationary employees shall accrue sick leave and those assigned to a vacation earning calendar shall accrue vacation leave after completing their forty-fifth (45th) workday; however, said employees shall not be able to utilize sick leave until they have worked ninety (90) days, and may not utilize vacation leave until the completion of their probationary period.

Should the employee be terminated prior to completion of their full probationary period, all leave shall be returned to the School Board.

2. During said probationary period, the Board may suspend, discipline or discharge a probationary employee for any reason whatsoever except for lawful union activities, and no claim will be made by him/her or by the Federation that the action was improper. During the probationary period, the affected employee is not entitled to any representation nor may he/she file a grievance under this contract, nor under the School Board policy grievance procedure. The only exception to this rule is for disciplinary action which is a result of lawful union activity.
- J. "Permanent Employee" - An employee who has satisfactorily completed his/her probationary period, as defined in Section I above.
 - K. "Permanent Part-Time Employee" - An employee who has satisfactorily completed his/her probationary period, as defined in Section I above, in a position which calls for the employee to work less than the normal work week, but at least twenty (20) hours per week.
 - L. "Temporary or Temporary Part-Time Employees" - Employees who have a predetermined termination date. Temporary employees shall not be covered by any of the provisions of this Agreement. Temporary employees who are placed in full-time positions shall be entitled up to sixty (60) days accrued as a temporary employee credited to their probationary period, provided such temporary service was at the same work location and immediately preceded placement in a full-time position.
 - M. "Working Days" - The workdays of an employee's regular work week.

ARTICLE 3

Recognition and Negotiation Procedures

A. Recognition

The School Board recognizes the Federation as the sole and exclusive bargaining agent for all secretarial/clerical/technical employees listed by the Public Employees Relations Commission (PERC) Case #RC-85-045.

B. Negotiation Procedures

In any negotiations described in this agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the School Board and by a majority of the members of the bargaining unit voting, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and reach tentative agreements in the course of the negotiations.

There shall be four (4) executed copies of any final Agreement. Two (2) copies shall be retained by the School Board and two (2) by the Federation.

Any case incurred by prior mutual agreement through impasse procedures will be shared equally by the School Board and the Federation unless otherwise provided by law.

C. Labor Management Committee

Representatives of the Administration and the Federation will meet during the regular school year ~~approximately once a month~~ on an as needed basis at times convenient to both parties for the purpose of reviewing the administration of the 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. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what it wishes to discuss. Should such a meeting result in a mutually acceptable amendment to this Agreement, then said amendment shall be subject to ratification by the School Board and the Federation. Agendas may include discussion of appropriate calendar reporting and closing dates. One of the purposes of this Committee shall be to develop proposals for a viable inservice education program for members of the bargaining unit.

ARTICLE 4

Payroll Dues Deductions

Union deductions shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the School board for these deductions. The exact amount of monies to be deducted shall be given to the School Board thirty (30) days in advance. These monies shall be transmitted to the Federation within thirty (30) days after the monthly deductions. The Federation shall hold the School Board harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken by the School Board to comply or attempt to comply with the provisions of this section. Any employee may cancel dues deductions upon thirty (30) calendar days written notice to the Federation and the School Board.

ARTICLE 5

Hours of Work and Overtime

A. The normal workday for full-time permanent unit employees shall be no longer than seven and one-half (7-1/2) consecutive hours (including one-half hour unpaid lunch period) for school personnel and eight (8) consecutive hours (including a one hour unpaid lunch period) for county-level personnel.

~~B. Employees who work overtime in excess of forty (40) hours work per week shall be compensated at an hourly rate, one-and-one-half times their regular hourly rate. By written mutual agreement of the appropriate administrator and the employee, compensatory time may be given in lieu of overtime. All hours worked above the regular work schedule up to forty (40) hours shall be compensated at the employee's regular hourly rate of pay. All overtime shall have the prior approval of the proper administrator.~~

~~C.B. Effective April 16, 1986, the following provisions shall replace Section B above:~~

Employees who work overtime in excess of forty (40) hours work per week shall be compensated at an hourly rate, one-and-one-half times their regular hourly rate. By written mutual agreement of the appropriate administrator and the affected employee, compensatory time may be given in lieu of overtime for the first 160 hours of actual overtime.

- (1) The compensatory time must be granted at a rate not less than one-and-one-half hours for each hour of overtime worked. Therefore, an employee may not accrue more than 240 hours of compensatory time (160 hours of overtime x 1.5 hours of compensatory time).
- (2) From time to time, the employee's supervisor may require the performance of overtime. Preference for overtime shall be given by the supervisor to the permanent employees of the work unit who are qualified to perform the work.

Overtime shall be offered to the permanent employees on a rotating basis as follows: the offer shall be extended to the most senior permanent employee first and then in a descending order based on seniority until all permanent employees have had the opportunity to perform overtime.

All overtime shall have the prior approval of the appropriate administrator.

(3) Whenever possible, at least twenty four (24) hours advance notice shall be given to the employee that overtime will be necessary.

(4) Administrators shall be responsible for documenting all compensatory time and will comply with the provisions of the Fair Labor Standards Act.

~~D.C.~~ All employees working six (6) or more hours per day shall have two (2) fifteen (15) minute breaks each day, one in the morning and one in the afternoon. Employees working less than six (6) hours per day shall have one (1) fifteen (15) minute break each day. Scheduled breaks may not substitute for paid work time. Break schedules will be determined by the appropriate supervisor.

~~E.D.~~ This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week.

ARTICLE 6

Conditions of Employment

- A. ~~Permanent employees shall be given written notice of employment indicating position and proposed work location for the following year on or before June 1st.~~

On or before June 1st, a written notice concerning the employee's reemployment for the following year shall be sent to any permanent employee whose work status, work location and/or position is being changed for the following year.

- B. New employees shall be given a Notice of Employment Status, Salary and Benefits, and a copy of the Agreement within fifteen (15) working days after Board approval of their employment. It shall be the responsibility of the Federation to provide new employees with a copy of this Agreement. The Board shall provide the Federation with a written list containing the name and work location of new employees not later than ten (10) working days after Board approval of their employment.
- C. A substitute or temporary may be hired for an absent employee for the efficient operation of the office.
- D. Veterans of military service shall be reemployed in accordance with provisions of applicable law.
- E. Upon request, the ~~president~~ Divisional Director of the Federation shall receive two (2) printouts, one (1) by job position and one (1) by work location, listing members of the bargaining unit, detailing the following:
1. Contract Days
 2. Beginning Date of Employment by the School Board
 3. Beginning Date In Present Position
 4. Salary

The ~~president~~ Divisional Director of the Federation shall have the right to question ~~Human Resource Management~~ the Division of Personnel relative to what may appear to be an irregularity.

- F. Duly authorized representatives of the Federation and its respective affiliates may, with the approval of the administrator, be permitted to transact official Federation business on school property at all reasonable times provided that this shall not interfere with or disrupt normal office operations.

- G. 1. Discipline of students shall be the responsibility of the Administration.
2. Clerical employees' duties shall not include physical contact with students except in emergency situations as defined by the principal or designee. Rubber gloves shall be available on the premises at all times for use in an emergency situation as determined by the supervisor.
3. Health and Safety: There shall be compliance with laws relating to health and safety of personnel. Whenever an unsafe or hazardous condition exists, the employee aware of the condition shall report it to the immediate supervisor who shall make every effort to take immediate steps to correct the unsafe or hazardous condition. Employees are expected to use appropriate judgment in evaluating immediately hazardous or dangerous conditions, and notifying the appropriate administrator when they believe an area should not be occupied by students or employees.
4. Complaints Against an Employee: No action against an employee shall be taken on the basis of an unverified complaint by a parent or student or other individuals, unless the matter is first reported to the employee, and the employee has had an opportunity to discuss the matter with his/her administrator.
5. Any employee required to have access to an automobile to perform assigned school district duties, shall be provided expense reimbursement at rates established in accordance with the Florida Statutes, School Board Policy, Rules and Regulations. Said reimbursement is subject to budgetary limitations at the work site.

ARTICLE 7

Procedures for Filling Vacancies

- A. A vacancy shall deem to exist when there exists an unfilled, permanent, budgeted position and a person is sought to fill such a position.
- B. When a vacancy is to be filled, the District shall first comply with the provisions of Articles XIII and then VIII.
- C. Notice of any remaining vacancy shall be posted on the bulletin board in a designated work area of all employees. A copy of said notice shall be given to the Federation at the time it is posted.
- D. No applicants shall be recruited to fill a vacancy from among persons who are not permanent members of the bargaining unit until five (5) working days after providing the Federation with a copy of the Notice of Vacancy.
- E. The Notice of Vacancy shall include the title, work location, salary range, classification, qualifications of the position, test score requirements, effective date of the position, information concerning the securing of, and deadline for, filing of the application, and the person with whom the application is to be filed. No employee shall be denied the right to apply for a vacancy as conveyed through the provisions of this article when preferences are listed in the job vacancy posting.
- F. The Notice of Vacancy shall remain posted for not less than seven (7) working days before the deadline for filing applications.
- ~~G. All applicants shall submit an Application for Existing Vacancy, Appendix D, for any posted vacancy and the administrator shall consider and keep same on file until the position has been filled and all applicants notified.~~
- H.G. Prior to applying for a vacancy, the applicant must be qualified for the position through the District Testing Program. When the qualifications and past performance are substantially equal, preference shall be given to permanent employees and among such employees, those with the greatest bargaining unit seniority.
- H.H. All vacancies must be filled according to the provisions of this Agreement. This will include:
1. Recall List
 2. Notice of Transfer List
 3. Regular Posting Procedures

J. In all situations where vacancies are to be filled, the administrator and/or his/her designee will interview qualified candidates for the positions, and the final selection will be made by the administrator and/or his/her designee in accordance with the provisions of this Article. Any position for which a panel interview is deemed appropriate to assist the administrator in making this decision shall require notice of the intended use of such panel to be included on the advertisement of vacancy.

K. If an administrator wants to promote a non-temporary clerical unit employee of his/her staff to a position in the same work location, providing the promotee has passed the required test for the position, there will be no need to advertise that position.

When the employee receives a promotion under the provisions of this article, he/she will serve a maximum evaluation period not to exceed thirty (30) days, and shall be paid at the rate of pay of the position formerly held by the promoted employee. At the completion of the evaluation period, should the employee's performance be deemed unacceptable, the employee shall return to his/her former position at the work site. If the employee's performance is satisfactory in the position to which promoted during the evaluation period, and he/she remains in that position, the pay will be at the rate of the promotional position, retroactive to the initial date of the promotion. The supervisor may recommend a waiver of the evaluation period or a reduction in the evaluation period. Such written recommendation shall be sent to the Director of Noninstructional Staffing who has the authority to approve or disapprove the recommendation.

L. The Noninstructional ~~Personnel~~ Staffing Department will make every effort to act within fifteen (15) working days upon all Status Changes Personnel Action Forms which involve a promotion and salary increase.

M. The Noninstructional ~~Personnel~~ Staffing Department will make every effort to act upon all status changes Personnel Action Forms before the close of the fiscal year, June 30.

N. Should it be required that an employee be interviewed for a job vacancy during working hours, the employee may be given time off with pay for said interview.

O. Bargaining unit employees shall be given first consideration for scheduling test dates and locations.

- P. Summer School Vacancies: Clerical summer school positions shall be filled according to the following procedure:

Permanent bargaining unit employees working at schools or centers which are designated by the Board as summer schools, shall have the first opportunity to fill the summer school vacancies within their classification at their work location. If there are more applicants than positions, employment shall be offered based on the highest unit seniority within classification of each applicant at the work location.

ARTICLE 8

Transfers and Reassignments

A. Voluntary Transfers

1. Employees who desire to transfer to another vacant position shall file a written statement with their administrator of such desire on such form set forth in Appendix C, one copy of which shall be filed with the administrator of the employee, one copy filed with the Noninstructional Staffing Department, and one copy to be retained by the employee.
2. A vacancy is deemed to have occurred when a person is sought to fill a full-time or part-time permanent position. Posting of the vacancy shall be made at least seven (7) working days before the vacancy is to be permanently filled. The date of posting shall appear on Notices of Vacancies.
3. No assignment of new employees to a specific bargaining unit position in the school district shall be made until all pending requests for reassignment or transfer to that position have been given due consideration and have been acted on.
4. Employees who have requested a transfer or reassignment shall be notified in writing of the Administration's action on said request as soon as action is taken. All unfilled transfer and reassignment requests terminate at the end of June 30 of each year; however, requests filed after April 1 of each year will be automatically reinstated. Employees may otherwise reinstate the request by filing an additional form.
5. Employees who desire to transfer to a position in another location shall file a written statement on the form as set forth in Appendix C, with the Noninstructional Staffing Director, with a copy to their administrator. When a vacancy arises in such location, due consideration shall be given to such transfer request before the assignment of a new employee to such position, provided, however, that mutual agreement of the respective administrators shall be required.

6. Federation employees who voluntarily transfer to bargaining unit position vacancies shall earn the salary assigned the position and suffer no loss of seniority.

B. Involuntary Transfer

1. An involuntary transfer may be made when, in the judgment of the Superintendent, such a transfer is necessary for the good of the School Board of Broward County.
2. No employee shall be reassigned or transferred during the terms of this Agreement on the basis of the employee's salary.
3. If an administrator is assigned or transfers to a new work site, the Administrator may choose to take one bargaining unit member of his/her staff with him/her.

Any bargaining unit employee who is hereby displaced through the provisions of this section shall be offered three (3) positions in the same job classification/pay grade. If no position is available in the same classification/pay grade and the employee accepts a position in a lower classification/pay grade, the employee shall not suffer a reduction in pay for a period of twelve (12) months. If an employee accepts a position offered by the Noninstructional Staffing Department in a lower classification/pay grade, he/she shall still be considered a displaced bargaining unit member and shall maintain his/her eligibility for two (2) additional positions offered by the Noninstructional Staffing Department in his/her former classification/pay grade. A displaced bargaining unit member shall be placed prior to employees on layoff, recall, transfers, or regular posting procedures.

ARTICLE 9

CERTIFIED ACHIEVEMENT PROGRAM
(CAP)

- A. The parties agree to create CAP to provide unit members with an incentive to improve their secretarial/clerical skills in their current position and to help qualify for promotional opportunities.
- B. To qualify for this award, employees must complete 54 hours of pre-approved study prior to May 15 of each year.
1. There will be a list of approved courses for each unit job classification. The affected employee must obtain approval from his/her supervisor on which courses on the list are acceptable.
 2. Credit will not be given for courses completed prior to July 1, 1991.
- C. After successfully completing pre-approved courses, the employee shall be issued a CAP certificate and the following compensation:
1. First Certification: \$300 payable over each of the twelve (12) pay periods assigned to the employee's calendar for each year of the three (3) years of the current certification.
 2. Second Certification: \$600 payable over each of the twelve (12) pay periods assigned to the employee's calendar for each year of the three (3) years of the current certification.
 3. Third Certification: \$900 payable over each of the twelve (12) pay periods assigned to the employee's calendar for each year of the three (3) years of the current certification.
 4. Subsequent Certification To Be Determined By The Joint Committee: \$900 payable over each of the twelve (12) pay periods assigned to the employee's calendar for each year of the three (3) years of the current certification.

- INVESTIGATION
- D. Certification for CAP becomes effective on the first of July, following approval of the completed courses. A grade of "C" or better is required for all college/graduate school courses.
 - E. Application for approval of CAP must be submitted by May 15 of each year to the Personnel Division to be effective for the following July 1.
 - F. To maintain the CAP award, employees must earn 54 hours of study, as defined in the program every three (3) years following the date of the initial award until the third certificate is achieved.
 - G. Employees who are reclassified, reassigned, transferred or promoted to a different position will maintain their CAP award during its current validity period. After this period, affected employees must be recertified by taking the requirements related to their new job classification if they wish to maintain their award.
 - H. The parties will create a committee to create the procedures to carry out the CAP program. The Federation shall appoint two (2) members, the Superintendent shall select two (2) people, and the Broward County Confidential Secretaries Association shall select two (2) people.
 - 1. The committee will begin work immediately and shall complete its work by June 1, 1992 and submit its recommendations to the Federation of Public Employees and the Superintendent's designee for final consideration.
 - I. The Certified Achievement Program (CAP) will become effective July 1, 1992.

ARTICLE 10

Movement Into and Out of the Bargaining Unit

- A. If a unit employee moves to a secretarial/clerical position with the School Board that, but for its confidential nature, would have been included in the unit, then upon his/her return to the unit he/she shall be considered to have had continuous service with the School Board as a unit member for seniority purposes from his/her original date of hire as a unit member if his/her service with the School Board in a secretarial/clerical position was continuous as defined in Article II of this Agreement.

- B. If a non-unit employee in a secretarial/clerical position with the School Board that, but for its confidential nature, would be included in the unit, moves to a unit position, then he/she shall be considered to have had continuous service with the School Board as a unit member for seniority purposes from his/her original date of hire in the School System in accordance with Article II, Section E, of this Agreement.

ARTICLE 11

Performance Evaluation

- A. A performance evaluation shall be conducted to appraise the effectiveness of performance of employees and for the purpose of improving the quality of service by the employee in the unit. The evaluation shall appraise the employee's performance during the period of time covered for the evaluation. The evaluation may be used to provide timely and accurate information in making personnel decisions related to the employee's performance. All permanent employees shall be evaluated at least once each fiscal year on or before May 1. Under unusual circumstances, as determined by the supervisor, the evaluation may be conducted between May 1 and prior to the last workday of his/her the employee's assigned calendar. Annual evaluation shall reflect an employee's overall performance for the period of time covered by the evaluation.
- B. Any probationary period may be extended once by the administrator/supervisor provided that the total period of extension may not exceed the original period and the employee has agreed in writing to the extension.

When circumstances arise which make it impossible to conduct a timely evaluation, said evaluation may be waived solely upon the written approval of the principal, department head, or appropriate level supervisor.

- C. Supervisory personnel shall hold a meeting at the beginning of the fiscal year to inform employees of the evaluation procedure. New employees shall be so informed of the evaluation procedure within one week after commencing employment.
- D. Evaluations will be based on firsthand knowledge of the employee's performance.
- E. Supervisory personnel will note on the evaluation form the employee's strengths and deficiencies and suggest ways to correct these deficiencies.
- F. Employees of this unit will be informed of their evaluation through a conference with the employee's supervisor. The employee will be given a copy of the evaluation to sign and a copy to keep. This signature will acknowledge that the employee has seen the evaluation and does not necessarily acknowledge agreement with the evaluation. The employee may attach a reply to the evaluation. The employee shall have seven (7) working days to attach a reply to the evaluation.

ART.11-1

G. There shall be no evaluation statement or reprimand placed in an employee's personnel file unless the employee has first been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement shall remain as part of such material as long as the statement, reprimand, or evaluation remains in the employee's personnel file.

ART.11-2

ARTICLE 12

Reemployment Rights

- A. Employees who resign in good standing, if reemployed within two (2) years from the effective date of resignation shall retain credit for their prior years of experience as a unit member with the School Board and shall retain their unused accumulated sick leave earned prior to termination. Additionally, any passing grade achieved on classification tests prior to the resignation shall remain valid. Such an employee's salary shall be in accordance with the salary schedule for the position to which the person is being employed.

The returning employee shall serve a forty-five (45) day probationary period and will be placed on the first step of the salary schedule, and will not be able to use sick leave until the completion of the probationary period. The employee will be placed on the same step level, or the equivalent, held in his/her former classification and paid retroactively to the beginning date of reemployment after satisfactorily completing the probationary period.

The supervisor may recommend a waiver of probation or a reduction in the probationary time period. Such written recommendation shall be sent to the Director of Noninstructional Staffing who has the authority to approve or disapprove the recommendation. Upon completion of the probationary period, employees may use earned sick leave.

- B. Employees who are laid off without prejudice, if reemployed within two (2) years from the date of layoff, shall retain credit for their prior years of experience as a unit member with the School Board and retain unused accumulated sick leave earned prior to layoff, shall remain valid. Salary shall be in accordance with the salary schedule for the position in which they are being employed.

If the employee returns to the same classification, the employee will serve no evaluation period. If the employee returns to a position in a higher classification than held previous to lay off, the employee shall serve a thirty (30) day evaluation period. Employees returning to the same classification or a lower classification than the position held previous to lay off shall be placed on the same step level as he/she held prior to lay off.

ARTICLE 13

Layoff and Recall

In the event the School Board determines that the numbers of bargaining unit personnel must be reduced for any reason, such reduction shall be based on objective, reasonable and non-discriminatory standard which:

1. Shall not be arbitrary or capricious.
2. Shall not deprive unit employees of other rights conferred by this Agreement, by the laws of Florida, or by the laws of the United States.
3. Shall be capable of uniform application and
4. Shall be based on seniority as fully described in this Article.

To implement this Article, the Board shall, through the appropriate department, keep and maintain a current seniority list of laid-off employees in each area of classification with the county and a copy of same shall be given to the Federation. In the event, the School Board determines that personnel must be reduced for any reason, the following procedures shall be controlling.

A. Layoff

1. Layoff shall be strictly by county seniority at the work location within job classification and the order of layoff shall be as follows:
 - a. First - Temporary ~~or probationary~~ employees shall be terminated.
 - b. Second - ~~Permanent part-time~~ Probationary employees shall be laid off.
 - c. Third - Permanent ~~full-time~~ part-time employees shall be laid off.
 - d. Fourth - Permanent full-time employees shall be laid off.
2. If layoffs occur, written notice of layoff will be given to the employee and to the Federation twenty (20) working days before the action is to become effective. Should an employee be laid off without notice, then the employee shall receive full pay and benefits for the required period of notice.

3. Any employee who would have qualified for retirement during the school year in which the layoff takes place may, with the approval of the Superintendent, be permitted to complete that school year in order to qualify for retirement.
4. Any employee who is laid off/terminated due to the elimination of his/her job shall be placed on the recall list, and the recall procedure as outlined below will apply. Written notice of such a layoff will be given to the employee and to the Federation twenty (20) working days before the action is to become effective. Thereafter, the Federation may request and shall be entitled to receive written documentation from the Board showing the basis for the job elimination. In the event the employee believes that the layoff was arbitrary or capricious, he/she may file a grievance to protest the layoff.

B. Recall

1. When it becomes necessary to implement recall procedures, seniority shall apply Districtwide and may be calculated as defined in Article II, E, within the area of qualified job classifications.
2. As vacancies occur in a particular job classification, and recall procedures are in effect, the five (5) most senior qualified employees on the seniority recall list maintained by the Noninstructional ~~Personnel~~ Staffing Department, shall be interviewed for a particular vacancy. An employee shall retain his/her position on the seniority list for one year unless the person resigns, refused three (3) job positions offered, or accepts a vacant position offered.
3. Permanent full-time employees shall be recalled before any part-time employees are recalled.
4. No new appointments may be made while there are laid-off employees available who are qualified and willing to fill the vacancies.
5. An employee may be recalled to a job classification lower than that which was held immediately prior to the layoff. If he/she accepts the lower position, he/she shall remain eligible for recall to the former classification in accordance with the provisions of this Agreement.

6. Laid-off employees shall be notified of vacancy by certified mail, return receipt requested, to the last address given to the Personnel Department by the employee. A copy of the Notice of Recall shall be given to the Federation. The absence of such qualified personnel shall be certified by the Noninstructional ~~Personnel~~ Staffing Department. If an employee fails to respond within five (5) working days of return of the receipt of the above Notice of Recall, he/she shall be deemed to have refused the position offered.
7. When a laid-off employee's name is removed from the seniority list after one (1) year, his/her employment with the School Board shall be considered terminated if he/she resigns or refuses three (3) job positions offered.
8. The School Board reserves the right to fill immediately a vacancy on a temporary basis not to exceed twenty (20) working days until the vacancy is filled, in accordance with the provisions of this Article and Article VIII, Section 2.

ARTICLE 14

Salary and Related Benefits

- A. The salary schedule for the ~~1989-90~~ 1990-91 school year is contained in Appendix E. The parties agree that step advancement shall not occur unless agreed to specifically by the parties in the ~~1990-91~~ 1991-92 contract negotiations on compensation.
- B. Longevity steps shall be paid to employees on their anniversary date of service based on the following schedule:
- | | |
|----------------------|------------|
| 1. Fifteen years | \$ 600.00 |
| 2. Twenty years | \$1,100.00 |
| 3. Twenty-five years | \$1,600.00 |
- C. Employees fulfilling longevity requirements in the District in accordance with Section B of this Article, through December 31, 1990, shall be paid accordingly. Beginning January 1, 1991, clerical unit employees transferring from other bargaining units who have previously accrued time toward longevity in another bargaining unit shall be given credit for one-half (1/2) of the years of service served in the previous bargaining unit toward longevity requirements in the clerical unit.
- D. Verified enumerated experience in this unit for one day more than half of the employee's calendar will constitute one "full year's employment."
- E. An employee working more than his/her calendar year shall be paid at his/her daily rate for those days worked beyond the contract year.
- F. Full-time employees who are regularly scheduled to report on or after 1:00 P.M. shall be paid a twenty-five (\$.25) cents per hour night differential. Full-time employees who are regularly scheduled to report to work on or after 11:00 P.M. shall be paid a fifty (\$.50) cents per hour night differential.
- G. Supplements may be paid to employees, in accordance with this provision, where the employee is the person principally assigned to the duty and the duty is performed, at least in part, beyond normal working hours. Upon the written recommendation of the principal, one employee at each school shall receive the following supplement for (1) calling substitute teachers and (2) acting as textbook chairperson:

1. Verification of job experience shall be a written, notarized letter from the chief executive officer or his/her designee on ~~their~~ his/her letterhead. The letter shall contain the following information: job title held by the affected employee and a brief description of said job duties; number of hours worked per week, and beginning and ending dates of employment.
 2. Verification of previous employment must be received by the Department of Noninstructional ~~Personnel~~ Staffing no later than four (4) months from the beginning date of employment in any school year to be effective during the school year. Individuals employed within the last four (4) months of the school year must furnish verification prior to the beginning of the last pay period of the employee's work calendar.
- J. An ~~employee~~ assigned by his/her administrator to attend inservice classes scheduled at any time other than an employee's regular work hours shall be compensated at \$6.00 per hour.

ARTICLE 15

Disciplinary Action

- A. Whenever the employer contends that an employee has violated any rule, regulation, or policy for which disciplinary action is being recommended or taken, that employee shall be notified in writing by his/her administrator, with the employee being informed of the rule, regulation or the policy allegedly violated. A meeting shall be held in connection with the alleged violation. The Federation representative, at the request of the employee, may participate in the meeting or may serve as an observer. Counseling and/or disciplinary action will be carried out with professional decorum.
- B. The School Board shall, at the request of the employee, furnish the Federation with a copy of any disciplinary action notification against an employee in this bargaining unit.
- C. There shall be no reprimand, record of counseling or disciplinary action notice placed in an employee's official personnel folder, unless the employee, upon his/her request has first been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement must be submitted within seven (7) working days of the notice, evaluation or reprimand. The rebuttal statement shall remain as part of such statement/material so long as the reprimand document remains in the employee's official folder.
- D. An employee shall be entitled to have present a representative of the Federation when he/she is disciplined for an infraction of rules or deficiency in professional performance, excluding informal warnings, criticisms, or suggestions for improvement which do not form the basis of formal action. When a request for such representation is made, a reasonable opportunity shall be given to the employee to have a representative of the Federation present. In an emergency, or in the event a Federation representative is not readily available, the employee shall be informed of the action taken and shall be entitled to a later meeting with the appropriate administrator and a Federation representative present. Such meeting shall be scheduled as promptly as possible. Any employee who is dismissed for disciplinary reasons shall be notified in writing of such dismissal which shall include the specific reasons thereof.
- E. Any discipline of an employee, including but not limited to reprimand, suspension, demotion, or discharge, shall be only for just cause.

ART.15-1

ARTICLE 16

Grievance Procedures

- A. Any claim by an employee, or the Federation at the request of employees, that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided. Nothing in this Article shall be construed to prevent any employee from presenting at any time, his/her own grievance, in person or by legal counsel, to the Board, and having such grievance adjusted without the intervention of the Federation, if the adjustment is not inconsistent with the terms of this Agreement, and if the Federation has been given reasonable opportunity to be present at any meeting called for the resolution of such a grievance.
- B. In the event that an employee believes that there is a basis for a grievance, he/she shall first discuss promptly, the alleged grievance with the immediate supervisor within ~~twenty (20)~~ fifteen (15) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance. ~~Effective, July 1, 1987, the twenty (20) working days mentioned above shall be deleted and replaced with fifteen (15) working days.~~
- C. If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the Federation, within five (5) working days of the informal discussion, on the form set forth in Appendix A, signed by the grievant and a representative of the Federation, which form shall be available from the immediate supervising administrator or the Federation Building On-Site Representative in each building. An employee shall elect the grievance procedure under this Article or under Board Policy 4015, and such election shall be binding.

STEP I

The grievant may submit to his/her immediate supervisor a copy of the signed grievance form. If it is a group grievance involving more than one work location, it may be filed by the Federation on behalf of the affected employees directly with the Superintendent and/or his designee. The grievance shall list the affected buildings and/or individuals or classifications involved. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance, in writing, within five (5) working days after such meeting, and shall furnish a copy thereof to the Federation.

STEP II

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievant and/or Federation may submit the grievance to the Superintendent or his/her designee within seven (7) working days of the disposition or expiration of the time limit. Within seven (7) working days, the Superintendent or his/her designee shall meet with the grievant and shall indicate the disposition of the grievance, in writing, within seven (7) working days of such a meeting and shall furnish a copy thereof to the Federation.

STEP III

- A. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or designee, or in the case of a class grievance by the Federation, if no disposition has been made within the specified time limit, the grievance may be submitted to the Federation to arbitration before an impartial arbitrator mutually selected by the parties within (20) working days of the date of the disposition at Step II, or the expiration of the time limit. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association or Federal Mediation Conciliation Service, in accordance with their rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to add to, or subtract from, modify, or alter the terms of this Agreement. The parties shall not be permitted to assert, in such arbitration proceedings, any grounds or rely on any evidence not previously disclosed to the other party. Both parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator, shall not constitute an admission that the contract has been violated.
- B. If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA filing fees, shall be paid by the Board. However, if the arbitrator sustains the Board's position, all fees and expenses shall be paid by the grievant or the Federation, whichever filed for arbitration. However, an individual employee may only file for arbitration if the Federation has refused to process the grievance because an employee is a non-dues paying member of the unit. If the decision issued by the arbitrator is not the one requested by either party, the arbitrator shall determine the distribution of his/her fees between the parties. Each party shall be responsible for any other expense it chooses to incur.

- C. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible. Whenever illness, or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to such time that such person(s) can be present. When such grievance meetings and conferences are held during school hours, the grievant, one Federation representative and witnesses whose presence is required shall be excused without loss of pay or accumulated leave for that purpose, provided witnesses may be placed on call whenever feasible.
- D. Adjustment of any grievance, as described herein, shall not be inconsistent with the provisions of this Agreement.
- E. All employees will be entitled to fair, reasonable, and equitable treatment. 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.
- F. All documents, memoranda, correspondence, and records dealing with the grievance proceedings shall be maintained in the county personnel file(s) of the grievant.
- G. The Federation shall not be required to process grievances for employees who are not dues paying members in good standing with the Federation. However, the Federation shall provide the Director of Employee Relations a written notice that it does not intend to represent the employee through the contractual agreement grievance procedure or through the arbitration process.

ARTICLE 17

Personnel Files

- A. An employee's official personnel file shall be maintained in ~~the county Noninstructional Personnel Department.~~ by the school district.
- B. An employee has the right to request that the Superintendent (or his/her designee) make an informal inquiry regarding any material in his/her personnel file which an employee believes is false. The Superintendent shall conduct the inquiry and shall append to the material in question a written report of his/her findings. The procedural aspect of this section is arbitrable; however, the substance of the Superintendent's written report is not.
- C. Items which adversely reflect on an employee's ability, competence, qualifications, morals and/or character, may not be placed in an employee's official personnel file unless the employee has been given an opportunity to read such items and has been provided a copy. The employee shall acknowledge reading such items by signing them. Additionally, the employee shall have the right to respond, in writing, to any such items. Any such response shall be maintained in the employee's official personnel file.
- D. An employee, his/her legal representative, or his/her designee from the Federation, shall have the right to examine and reproduce the contents of his/her official personnel file in the presence of a designated employee from the county Non-instructional ~~Personnel~~ Staffing Department. An employee shall have the right to respond, in writing, to any item in his/her official personnel file. Any such response shall be placed and maintained in the employee's official personnel file.
- E. Test results which indicate proficiency in various skills remain valid for employees who apply for positions requiring such skills at or below such levels of proficiency, for a period of three (3) years from date of tests.

ARTICLE 18

Federation Services, Rights and Responsibilities

- A. Members of the bargaining unit shall be afforded reasonable access to information during the bargaining process and in the administration of this Agreement.
- B. Upon approval of the Administration, the Federation and its representatives may have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The School Board may charge a reasonable fee for facilities and equipment.
- C. Upon approval of the Administration, the Federation and its representatives shall have the right to use school buildings at reasonable hours.
- D. The School Board will furnish the Federation with bulletin board space at each location where unit employees work. It is intended for purposes of interpretation that the bulletin boards shall provide for employee information and internal Federation communications. Under no circumstances shall said Federation bulletin board space be utilized by anyone or any organization to endorse a person running for an elected office.
- E. The School Board agrees to furnish the Federation's Divisional Director the following:
 - 1. Full School Board agendas furnished School Board members.
 - 2. Minutes of School Board meetings.
 - 3. Names and addresses of all bargaining unit personnel, salaries, years of experience, contract days, total employees in job positions, and average salary of total employees in positions.
 - 4. Such other specific information, if available, as will assist the Federation in developing intelligent, accurate, informed and constructive programs on behalf of the clerical personnel, together with information which may be necessary for the clerical personnel to process a grievance.
- F. One representative of the Federation shall be entitled to release time without loss of pay to represent an employee in grievance hearings and arbitration proceedings.

ART.18-1

- G. This Agreement shall supersede any policies, rules, regulations, or practices of the School Board which are contrary to, or inconsistent with, the terms of this Agreement. However, no provisions of this Agreement shall be construed to prohibit the School Board from complying with all Federal, state and local laws, with all court orders affecting the School Board and with the School Board's valid affirmative action program.
- H. Nothing contained herein shall be construed to deny any employee his/her rights under Florida State Law or under Florida State Board of Education Regulations.
- I. Any written information coming from the School Board concerning any matter covered by this Agreement which affects the unit as a whole shall be disseminated through the Noninstructional ~~Personnel~~ Staffing Department and shall be made available to the Divisional Director of the Federation.
- J. A bargaining unit employee designated by the Federation Divisional Director shall be granted an unpaid personal leave for his/her respective term of office. The employee must have a minimum of one full year (187) days of employment to qualify for this leave. The employee may continue to participate in Board insurance programs providing he/she pays the full cost of the insurance. Upon return from such leave, the employee shall be reemployed by the School Board in ~~their~~ his/her prior job classification, if available, and in the area closest to the employee's home. If no jobs in that classification are available within said area, he/she shall be offered said job classification in the next closest area to the employee's home. If there are no vacancies in the employee's prior classification within the district, the employee shall be offered the next lowest job classification for which he/she is qualified as defined by the School Board policy.
- K. The Federation of Public Employees On-Site Representatives shall be provided up to a combined total of twenty five (25) days of leave without pay for the purpose of conducting Federation business. The Federation Director/Staff Representative shall notify the Employee Relations Director five (5) working days in advance of the requested leave day. The Federation Director/Staff Representative shall also inform the Employee Relations Director of the purpose and nature of the leave. No more than three (3) consecutive work days of leave may be utilized by an employee at one time. This leave must be taken in full day increments.

ART.18-2

It is understood that such leave shall not be unreasonably denied; however, the School Board may deny the leave at the requested time due to the needs of the employee's school work location. If the reasons for the requested leave is to conduct union business that, in the opinion of the Superintendent will not benefit the school district, then said leave must have prior approval from the Superintendent and may be denied. Examples of such leave requests include, but are not limited to, grievance workshops, negotiations skills training, membership recruitment seminars, etc. This leave shall not be used by the Federation of Public Employees for the purpose of campaigning in a representational or de-certification election.

If the supervisor of the employee who is requesting the leave decides to hire a substitute employee, the Federation of Public Employees shall reimburse the Board for the actual cost of the substitute in a timely manner.

ART.18-3

ARTICLE 19

Management Rights

- A. It is understood and agreed that the Board/Administration possess the right to operate and manage all schools, departments and programs and to direct the work forces.

The rights, powers, authority, and discretion which the Board/Administration deem necessary to carry out these responsibilities shall be limited by the express terms of this Agreement and shall be exercised consistent with the Agreement and Florida statutes. In matters not covered by the provisions of this Agreement, the Board/Administration shall have the clear right to make decisions unilaterally.

- B. These management rights include, but are limited to, the following:
1. Determine unilaterally the purpose and mission of the Broward County School System and all the departments, agencies and programs under its jurisdiction.
 2. Set standards of service to be offered to the public.
 3. Exercise control and discretion over its organization and employees and establish employee calendars and the content of job descriptions.
 4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline.
 5. Take disciplinary action for just cause.
 6. Determine the amount of work needed and, in accordance with such determination, relieve employees from duty for lack of work, lack of funds, and/or such other legitimate reasons as the Board/Administration determines is essential.
 7. Hire, promote, transfer or assign employees.
 8. Schedule overtime work as required.
 9. Contract out (subcontract) for goods or services.
 10. Introduce new, improved or different methods and techniques of operation or work procedure.

The exercise of such rights shall not preclude employees from raising grievances, should decisions on the above matters have the practical consequence of violating the provisions of this Agreement.

C. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior Agreements, oral and written, expressed or implied, or practices, between the Board/Administration and the Federation, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE 20

Insurance

- A. The Board shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1-1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars (\$1,000), subject to a minimum of seven thousand dollars (\$7,000) and a maximum of fifty thousand dollars (\$50,000). The employees shall have the option of purchasing, at their own expense through payroll deduction, an additional amount of "group term" life insurance equal to that provided by the Board. Each employee shall have the option, at the employee's expense, through payroll deduction, to pre-convert the Group Term Life Insurance to ordinary life insurance prior to retirement or termination of employment. Each employee may also, at the employee's expense through payroll deduction, purchase additional amounts of insurance for the employee, the employee's spouse, and/or the employee's dependent children. Employees who are eligible for fringe benefits shall have access to the "Cafeteria Plan," established by the Board without cost to the Board.
- B. All new bargaining unit employees must enroll in the Board's HMO program during their first year of employment. New employees hired between July 1 and December 31 shall be in the HMO but may select PPO option effective January 1. Employees hired between January 1 and December 31 shall be in the HMO until the next insurance plan year (January 1).
- B.C. The Board shall pay the following premiums for individual employee health and dental insurance for the duration of this agreement:
1. The actual cost of the premium for individual employees, but under no circumstances shall the Board pay a premium in excess of ~~\$180.39~~ \$189.41 per employee per month for the 1990-91 school year. The premiums paid by the Board during this period shall be to provide employees' elected group health insurance plan (either the Board Humana PPO plan or the Humana HMO option) plus \$8.00 per month toward dental insurance in accordance with the term and schedule of benefits in effect January 1, 1991, through December 31, 1991, and those benefits that became effective January 1, 1992. The benefits are outlined in a booklet/certificate which will be provided by the School Board to each bargaining unit member.

2. If at any time during the term of this contract, the actual premium for group health and dental insurance exceeds the amount specified above, employees who wish to continue said insurance coverage shall be solely responsible for paying the difference between the actual premium and the specific amounts specified above.

G.D. The Board shall provide without cost to each employee Disability Income Insurance in accordance with terms and benefits in effect when the policy was implemented on January 16, 1976.

D.E. The Board shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand dollars (\$500,000) for each employee in case of suit arising from or in the performance of the employee's duties.

E.F. The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.

F.G. The Board agrees that any savings from experience on the dependent portion of the Board's indemnity insurance plan shall be used in a manner that will benefit dependents covered by the Board's indemnity health plan.

G.H. The Board shall provide, without cost to the employee, optical insurance in accordance with the terms and benefits that will be in effect on January 1, 1990, as described in a Board-provided booklet/certificate.

H.I. Benefits and levels of benefits agreed to by the parties shall be contained and set forth in a insurance booklet/certificate which will be distributed to all eligible unit employees; provided that, in the event of inconsistencies related to benefits or benefit levels, the specific benefits provided in the collective bargaining agreement shall prevail.

ARTICLE 21
Leaves

Employees shall receive annual leave, vacation leave, sick leave, personal leave, bereavement leave, maternity leave, legal commitment leave, military leave and temporary duty leave as provided for in this Agreement.

- A. Sick Leave: Any unit employee employed on a full-time permanent basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative or member of his/her own household, and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him to do so. The following provisions shall govern leave:
1. Each full-time permanent employee shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment at the end of that month, and which shall be credited to the employee. However, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when necessary because of sickness as herein prescribed. If the employee terminates employment and has not accrued the four (4) days of sick leave available, the Board shall withhold the average daily amount for the sick leave days used but not earned by the employee. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue. Employees who are temporarily absent from work for any reason shall notify the administrator or his/her designee at least two (2) hours prior to starting time, except in an emergency.
 2. An employee shall have the right to use sick leave in half-day or full-day units or, upon the approval of his/her immediate supervisor, hourly increments for the purpose of medical or dental appointments.
- B. Personal Reasons Leave: Permanent full-time bargaining unit members shall be granted up to four ~~(4) days~~ six days each school year for personal reasons. However, such absences for personal reasons shall be charged only to accrued sick leave, and leave for personal reasons shall be noncumulative. Unit members shall not be required to give reasons for personal reasons leave, except that the leave is for "personal reasons."
1. Notification of intent to use personal reasons leave shall be submitted to the administrator no later than forty-eight (48) hours prior to the day the employee wishes to have off, except for an emergency, as determined by the administrator or his/her designee.

2. Personal reasons leave shall not be granted on the day preceding or following a holiday, nor during the first or last week of school of the employee's assigned contract. This may only be waived by mutual agreement between the affected employee and the principal.

(a) Personal reasons shall require forty-eight (48) hours advance notification, except in emergencies.

C. Retirement Pay: If a bargaining unit member terminates his/her employment from the School Board for reasons of retirement, or death, he/she or his/her beneficiaries shall receive a onetime, lump-sum payment if he/she meets the following provisions:

1. The unit member retires from The School Board of Broward County, Florida.
2. Retirement shall be defined as retirement under the Florida Retirement System or any other plan established by the State Legislature. Retirement shall not be interpreted to include disability retirement.
3. The unit member must be eligible for retirement as of his/her last day of employment.
4. The unit member must, within 180 days of the last day of employment with the School Board, prove acceptance into the retirement system by having received and cashed his/her retirement check.
5. Benefit Calculations: (Note: This language is in accordance with F.S. 231.40 (2) (a) (4).)
 - a. During the first 3 years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
 - b. During the next 3 years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
 - c. During the next 3 years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
 - d. During and after the 10th year of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
 - e. During and after the 13th year of service, the daily rate of pay multiplied by 100 percent of the number of days of accumulated sick leave.
 - f. Receipt of payment of accrued, but unused, sick leave shall eliminate all sick leave credit accrued by the employee.

- D. Illness in Line of Duty - Any permanent Federation employee shall be entitled to illness-in-line-of-duty leave with pay when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at work. Such leave shall be in addition to any other leave to which the employee may be entitled, and such leave shall not be cumulative. Each employee shall be entitled to at least ten (10) days of such leave, but additional leave days may be granted by the School Board. Any employee absent on such leave shall reimburse the Board for any Workers Compensation payments received for the period. Paid holidays, occurring during such leave, shall not be included in the computation of the number of days with respect to which such leave is applicable. A substantiating statement by a physician and a corroborating statement by the administrator shall be required prior to approval of said leave, except that the corroborating statement of the principal may be subject to the grievance procedure.
- E. Maternity/Child Rearing Leave: A leave for the purpose of having a child or raising a child shall be granted to an employee upon request based on the following conditions:
1. The leave shall be without pay.
 2. The leave shall not exceed one (1) school year in duration from the date it is effective.
 3. An employee may continue to be actively employed during pregnancy only so long as the employee is properly able to perform required duties and responsibilities.
 4. All or any portion of a leave taken by an employee because of medical disability connected with or resulting from the pregnancy may, at the employee's option, be charged to the employee's available sick leave.
- F. Legal Commitments: Employees shall be granted leave for a legal commitment and shall receive their regular salary while serving as jurors or witnesses under subpoena. If released by 12 noon, the employee shall contact his/her administrator for possible assignment that day.
- G. Computation of Pay for Leave: Paid leave for each employee shall be computed on the basis of the employee's regularly scheduled hours of work and assigned calendar.

- H. Military Reserve Leave: Any employee who is a member of a national military reserve unit or National Guard, shall be allowed up to seventeen (17) days of leave without loss of pay or other accumulated leave, when ordered to active duty by the appropriate unit during regular term. An employee required to report for a physical examination under any selective service law, shall be granted leave without loss of pay or other accumulated leave for time required for this obligation.
- I. Military Duty Leave: Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service. An employee returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty, and provided further that the School Board shall have up to six (6) months to reassign the employee to duty in the school system.
- J. Personal Leave: An employee may be granted, upon request, personal leave without pay for a period not to exceed one (1) school year for reasons not provided elsewhere in this Agreement provided the employee has completed three (3) consecutive years of service. The affected employee must state the reasons for the leave request in writing.
- K. Fringe Benefits During Leave: Any employee granted a leave of absence with or without pay as provided in this article shall be given the opportunity, unless otherwise provided, to continue the insurance coverages in existing school programs and, with the approval of the retirement system, to continue participation in the retirement system during the leave, provided that the premium for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. Any such employee may serve as a temporary employee in the District while on leave.
- L. Temporary Duty Leave: Temporary duty leave may be granted to employees by the administrator or his/her designee for the purpose of:
1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences sponsored by professional organizations, colleges, universities or government or private agencies concerned with public school matters.
 2. Visitation for the purpose of observing work related techniques or programs.

- M. Vacation Leave: All Federation employees, working a vacation accruing calendar, shall be eligible to receive vacation with pay subject to the following provisions:
1. Vacation requests, properly signed by the employee and the appropriate division head and/or department head, shall be completed prior to the first day of vacation.
 2. Vacations for eligible permanent personnel on an annual basis may be accrued according to the following pattern:
 - (a) Five (5) complete years of service or less - 1 day per month.
 - (b) More than five (5) complete years of service, but less than ten (10) complete years of service - 1-1/4 days per month.
 - (c) Ten (10) complete years of service or more - 1-1/2 days per month.
 - (d) Total accrued vacation may not exceed forty (40) days carry-over from one (1) fiscal year to the next.
 3. An individual employed prior to the 15th of the month shall be given credit for earned vacation time for that month. Any individual employed prior to January 1 shall receive a year of service toward vacation credit for that year. Vacation may be used as earned. At the end of each fiscal year, unused vacation shall be carried forward to the following year.
 4. Permanent part-time unit members shall earn a pro rata share of paid vacation of a full-time employee.
- N. Early Termination of Leave: An employee on extended Board approved leave may apply for an early return to Board employment prior to expiration of such leave. The approval for said request shall be at the discretion of the Superintendent.
- O. Return From Leave: Upon return from a leave granted under this article, an employee shall be assigned to his/her former classification. The School Board shall make an effort to return said employee to his/her former position.

ARTICLE 22

NON-DISCRIMINATION

- A. The School Board and the Federation agree that the basic intent of this Agreement is to provide a harmonious working relationship between the School Board and the Federation. The School Board and the Federation agree that all provisions of this Agreement shall be applied to all employees covered by it, and that the School Board and the Federation affirm their joint opposition to any discriminatory practices as provided by law.
- B. Neither the Federation, its representative or members, nor the Board, nor its representatives, will intimidate or coerce any employee or discriminate against any employee by reason of his/her membership or non-membership in any labor union or association. Membership, non-membership, or legitimate activity under applicable labor laws or provisions of this Agreement will not jeopardize an employee's good standing with the Board or opportunity for advancement.
- C. The Board and the Federation agree they will not discriminate against any employee because of race, creed, handicap, color, age or national origin.

ARTICLE 23

Miscellaneous

- A. Holidays: All Federation unit members assigned to work calendars which do not provide for the accrual of vacation, shall be granted six (6) paid holidays selected by the Board.
- B. Calendars: Prior to Board adoption of calendars to which the Federation unit members are assigned, the Superintendent or his/her designee shall annually consult with representatives of the Federation for suggestions and input.

ARTICLE 24

Complete Agreement and Waiver of Bargaining

- A. This Agreement represents a complete and final understanding on all bargainable issues between the School Board and the Federation, except as herein specifically excepted.
- B. Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event, such clause or clauses only shall be renegotiated by the parties without impairing the validity and the enforceability of the rest of the contract.
- C. This Article shall not be construed to preclude appropriate proceedings to construe the meaning of portions of this contract in the event of disagreement.

ARTICLE 25

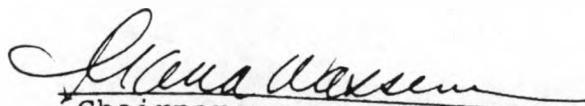
Term of Agreement

- A. This Agreement shall be effective July 1, 1991 and shall remain in full force and effect until June 30, 1994 at which time it will expire.
- B. For the first year of this contract only, the parties agree to reopen negotiations on the issue of salaries only effective February 17, 1992. Until the conclusion of said negotiations, the Salary Schedule contained in Appendix E shall serve as the interim schedule. There shall be no pay raises or salary step advancement unless the parties mutually agree to one during the reopener discussed above.
- C. During the second and third years of this Agreement, either party may at any time after May 1 initiate a reopening of negotiations for the purpose of establishing a new Salary Schedule. Also, each party may select three (3) other articles to be renegotiated each year, plus Article Twenty B-2, (Insurance).

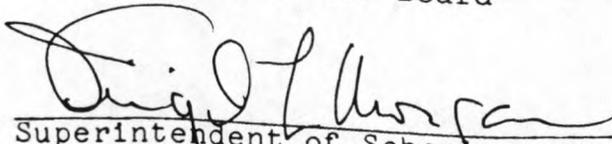
Requests for Meetings: No sooner than one hundred and twenty (120) calendar days prior to the expiration date of this entire contract, either the Federation or the Board may require by written notice to the Divisional Director of the Federation or the Superintendent of Schools, respectively, negotiations for a successor agreement.

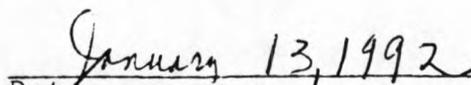
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

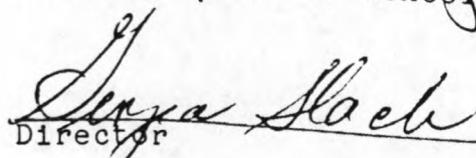
FEDERATION OF PUBLIC EMPLOYEES


Chairperson of the Board


Divisional Director


Superintendent of Schools


Date


Director



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Virgil L. Morgan
Superintendent

Diana Wasserman
Chairperson

Karen Dickerhoof
Vice Chairperson

Miriam M. Oliphant
Robert D. Parks
Donald J. Samuels
Eileen S. Schwartz
Toni J. Siskin

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE
FEDERATION OF PUBLIC EMPLOYEES
(SECRETARIAL/CLERICAL UNIT)

The above cited parties have completed negotiations on the creation of a Retirement Incentive Program. The program is available to bargaining unit members who meet the criteria listed below and who retire within a time period commencing with the ratification of this agreement ending on June 30, 1992.

The Program includes the following components:

I. Goal:

To provide eligible employees with a retirement incentive which will provide financial assistance to purchase health insurance and to maintain life insurance.

II. Eligibility:

- ° All permanent bargaining unit employees who currently receive insurance benefits.
- ° Must meet the state's definition of "normal retirement."
 1. Florida Retirement System: Age 62 with 10 or more years of service or 30 years experience at any age.
 2. Teachers Retirement System (TRS): Employees with at least 10 years of creditable service and age 60 if TRS membership began prior to July 1, 1963, or age 62 if TRS membership began on or after July 1, 1963.
- ° Employees who meet the eligibility requirements listed above anytime during the 1991-92 school year shall receive the Retirement Incentive, if they retire by June 30, 1992.

III. Description of Benefits:

- Reimbursement of health insurance single coverage premium for up to 10 years (120 months) or age 65, whichever comes first at the following rates:
 1. \$1,193.00 annually for PPO coverage*
 2. \$501.00 annually for HMO coverage*
- Board paid group term life insurance equal to 1 $\frac{1}{4}$ times the employee's annual salary, rounded to the next higher multiple of \$1,000, subject to a minimum of \$7,000 and a maximum of \$50,000. This benefit will be in effect for the same time period as the health insurance benefit described above.
- Reimbursement will be made to the retiree during the month of January for the previous calendar year.
- First year reimbursement will be on a prorated basis, beginning the first month the retiree becomes responsible for direct payment of his/her insurance through December 31, 1992.
- Reimbursement will be made only to the retiree. Reimbursements will not be transferred to any beneficiaries. In the event of the retiree's death, reimbursement will be prorated from his/her retirement date to the first of the month following death.
- Reimbursement will be made for the retiree's choice of health care plans. The employee may change his/her selection of health care plans at the time of retirement. This plan does not require retirees to remain with one of the Board's health insurance programs. However, should the retiree elect not to continue with one of the Board's health plans, he/she will not be eligible to re-enroll in subsequent years.
- The retiree may continue to cover eligible dependent(s) at the retiree's expense.
- This program is only in effect for the 1991-92 school year. It may be continued in future years by mutual agreement via negotiations between the parties. However, if negotiations on contract reopeners are not concluded by the parties by July 1, 1992, this Memorandum will not be extended if and until all collective bargaining issues are resolved.

*These payments are subject to applicable federal taxes.

The Nation's Largest Fully



Accredited School System

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Virgil L. Morgan
Superintendent

Diana Wasserman
Chairperson

Karen Dickerhoof
Vice Chairperson

Miriam M. Oliphant
Robert D. Parks
Donald J. Samuels
Eileen S. Schwartz
Tom J. Siskin

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND THE

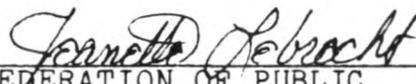
FEDERATION OF PUBLIC EMPLOYEES

(SECRETARIAL/CLERICAL UNIT)

The parties agree to establish a task force consisting of three representatives each from the Federation and the School Board for the purpose of reviewing current bargaining unit job qualifications, goals and performance responsibilities to determine if they accurately reflect what is required of the job. It is agreed that the task force will work within the framework of existing job titles and that its review will not culminate in any changes in pay grades or job classifications but may be used as the basis for negotiations in the future.



THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA



FEDERATION OF PUBLIC
EMPLOYEES

11/3/92

DATE

11/3/92

DATE

Equal Opportunity Employer. Using Affirmative Action Guidelines

The Nation's Largest Fully



Accredited School System

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Virgil L. Morgan
Superintendent

Diana Wasserman
Chairperson

Karen Dickerhoof
Vice Chairperson

Miriam M. Oliphant
Robert D. Parks
Donald J. Samuels
Eileen S. Schwartz
Tom J. Siskin

MEMORANDUM OF UNDERSTANDING

BETWEEN

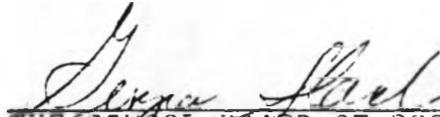
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND THE

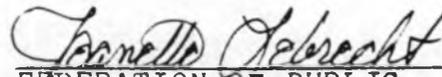
FEDERATION OF PUBLIC EMPLOYEES

(SECRETARIAL/CLERICAL UNIT)

The parties agree to establish a task force consisting of two representatives from the Union and two from the School Board which will be charged with the responsibility of reordering language in the ratified contract so that the document is better organized. The parties agree that, except for minor editing changes to correct titles and incorrect grammar, no other changes in language will be authorized. The task force will begin its work no later than April 1, 1992, and complete it as soon as possible, but no later than June 1, 1992.



THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA



FEDERATION OF PUBLIC
EMPLOYEES

1/3/92

DATE

1/3/92

DATE



The Nation's Largest Fully

Accredited School System

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Virgil L. Morgan
Superintendent

Diana Wasserman
Chairperson

Karen Dickerhoof
Vice Chairperson

Miriam M. Oliphant
Robert D. Parks
Donald J. Samuels
Eileen S. Schwartz
Toni J. Siskin

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND THE

FEDERATION OF PUBLIC EMPLOYEES

(SECRETARIAL/CLERICAL UNIT)

The parties agree that a copy of the Public Employee Relations Commission (PERC) Case #RC-85-045, which recognizes the Federation as the sole and exclusive bargaining agent for all secretarial/ clerical, technical employees, shall be made a permanent part of the appendix to the contract.

Henry Slack
THE SCHOOL BOARD OF BROWARD COUNTY, FL

Jeanette Rebeck
FEDERATION OF PUBLIC EMPLOYEES

1/3/92
DATE

1/3/92
DATE

Equal Opportunity Employer. Using Affirmative Action Guidelines

OFFICIAL
GRIEVANCE FORM

FEDERATION OF PUBLIC EMPLOYEES
305 S. Andrews Avenue
Suite 600
Fort Lauderdale, FL 33301
Broward 763-1111 Dade 945-0353

Employer _____ Employer Phone _____ Date _____

Member's Name _____ Dept/Plant _____ Classification _____

Member's Address _____ Member's Home Phone _____

Immediate Supervisor Name _____

1. Employee's Statement of Grievance: Describe in detail the action giving rise to the complaint. Specify names, dates, classification, place and site of violation, etc. If additional space is required attach separate sheet of paper.

2. Specify the Article(s) of the Agreement which is/are violated. _____

3. What is the remedy and/or relief sought? _____

4. Decision of Immediate Supervisor: _____

Date of Decision _____ Grievance Settled: Yes No Supervisor's Signature _____

I hereby authorize the FEDERATION OF PUBLIC EMPLOYEES to act for me in the disposition and settling of this grievance.

Date: _____ Employee Signature _____

Date: _____ On-site Representative Signature: _____

WHITE copy to Company • YELLOW copy to Union • PINK copy to Steward • GOLD copy (Member's Record)



The School Board of Broward County, Florida

EMPLOYEE PERFORMANCE EVALUATION

Name (Last)		(First)		(Initial)		Period Covered					
						From		To			
Classification		Status		If Prob. Date Ends		Mo. Day Yr.		Mo. Day Yr.		Social Security Number	
School/Department											

Reason For Review
 END OF PROBATION ANNUAL REVIEW OTHER

Check Items
 Excels Satisfactory Needs Improvement Unsatisfactory Not Applicable

<p>I. QUANTITY OF WORK <input type="checkbox"/> Amount of work performed</p>	<p>Comments</p>
<p>II. QUALITY OF WORK <input type="checkbox"/> Accuracy <input type="checkbox"/> The achievement of objectives; effectiveness <input type="checkbox"/> Initiative and resourcefulness <input type="checkbox"/> Neatness of work product <input type="checkbox"/> Other _____</p>	<p>Comments</p>
<p>III. WORK HABITS <input type="checkbox"/> Attendance <input type="checkbox"/> Observance of work hours <input type="checkbox"/> Completion of work on schedule <input type="checkbox"/> Compliance with rules, policies and directives <input type="checkbox"/> Safety practice <input type="checkbox"/> Use of tools and equipment <input type="checkbox"/> Other _____</p>	<p>Comments</p>
<p>IV. PERSONAL RELATIONS <input type="checkbox"/> With fellow employees <input type="checkbox"/> With supervisors <input type="checkbox"/> With public</p>	<p>Comments</p>
<p>V. SUPERVISORY PERFORMANCE (if applicable) <input type="checkbox"/> Efficiency and effectiveness of work unit <input type="checkbox"/> Training and development <input type="checkbox"/> Personnel Management <input type="checkbox"/> Decision-making and delegating <input type="checkbox"/> Safety record</p>	<p>Comments</p>

RATER'S OVERALL EVALUATION

Unsatisfactory: Performance is inadequate and must be corrected.
 Needs Improvement: Performance does not fully meet job requirements as indicated below.
 Satisfactory: Employee is performing as required and expected in an entirely satisfactory manner.
 Excels: Performance surpasses job requirements.

If an employee is eligible for permanent status, check following Granted Denied Extended _____ months - with the employee's written permission. (Attached)

If an employee was rated "Unsatisfactory" when will another evaluation be conducted? _____ DATE

IN WHAT WAYS CAN OR MUST THE EMPLOYEE IMPROVE PERFORMANCE?

This report is based on my observations, knowledge of employee's performance and review of applicable information. It represents my best judgment of the employee's performance.

EVALUATOR'S SIGNATURE _____ DATE: _____

PRINT NAME: _____ TITLE: _____

I acknowledge that I have received a copy of this evaluation. I have had an opportunity to discuss it with my supervisor. In signing this evaluation, I do not necessarily agree with the conclusions. I understand that I may write my comments below or on another sheet of paper.

EMPLOYEE COMMENT:

EMPLOYEE SIGNATURE: _____ DATE: _____

TRANSFER REQUEST FORM

NAME: _____ DATE: _____

SCHOOL/DEPARTMENT: _____

PRESENT CLASSIFICATION: _____

HIGHEST CLASSIFICATION YOU PRESENTLY HOLD: _____

I REQUEST THE FOLLOWING TRANSFER: _____

REASON FOR REQUEST (OPTIONAL): _____

(Employee's Signature)

DISTRIBUTION:

- One Copy to Principal/Department Head
- One Copy to Personnel Services
- One Copy to be retained by Employee

Request Granted: () Date: _____

Request Denied: () Date: _____

REASON: _____

(Signature)
(Principal/Department Head or Personnel Services)



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Virgil L. Morgan
Superintendent

Diana Wasserman
Chairperson
Karen Dickerhoof
Vice Chairperson
Miriam M. Oliphant
Robert D. Parks
Donald J. Samuels
Eileen S. Schwartz
Toni J. Siskin

APPLICATION FOR EXISTING VACANCY

TO: _____
(Principal or Department Head)

FROM: _____
(Name of Applicant)

RE: Application for an Existing Vacancy

I wish to apply for the position of _____
at _____ School/Department which was advertised
in the circular dated _____.
(Month/Date/Year)

My qualifications for the position are as follows:

Have you passed the current test requirements for the position being
applied for? Yes _____ No _____

Current employees in the school system should supply the following
information:

CURRENT SCHOOL/DEPARTMENT: _____

CURRENT POSITION: _____

APPENDIX D

FEDERATION OF PUBLIC EMPLOYEES
SECRETARIAL/CLERICAL UNIT

1991-92

	A	B	1	2	3	4	5	6	7	8	
21	A M D H			28,342	29,469	30,718	32,421	34,043	35,744	37,632	38,191
				2,361.833	2,455.750	2,559.833	2,701.750	2,836.917	2,978.667	3,136.000	3,182.583
				116.156	120.775	125.893	132.873	139.520	146.492	154.230	156.520
				16.594	17.254	17.985	18.982	19.931	20.927	22.033	22.360
20	A M D H	23,951	25,149	26,406	27,458	28,620	30,208	31,718	33,304	34,969	36,718
		1,995.917	2,095.750	2,200.500	2,288.167	2,385.000	2,517.333	2,643.167	2,775.333	2,914.083	3,059.833
		98.160	103.070	108.221	112.533	117.295	123.803	129.992	136.492	143.316	150.484
		14.023	14.724	15.460	16.076	16.756	17.686	18.570	19.499	20.474	21.498
18	A M D H	20,803	21,843	22,935	23,847	24,856	26,237	27,547	28,926	30,371	31,889
		1,733.583	1,820.250	1,911.250	1,987.250	2,071.333	2,186.417	2,295.583	2,410.500	2,530.917	2,657.417
		85.258	89.520	93.996	97.734	101.869	107.529	112.898	118.549	124.471	130.693
		12.180	12.789	13.428	13.962	14.553	15.361	16.128	16.936	17.782	18.670
16	A M D H	18,064	18,967	19,915	20,706	21,581	22,781	23,919	25,115	26,371	27,690
		1,505.333	1,580.583	1,659.583	1,725.500	1,798.417	1,898.417	1,993.250	2,092.917	2,197.583	2,307.500
		74.033	77.734	81.619	84.861	88.447	93.365	98.029	102.930	108.078	113.484
		10.576	11.105	11.660	12.123	12.635	13.338	14.004	14.704	15.440	16.212
15	A M D H	16,834	17,676	18,560	19,298	20,116	21,231	22,293	23,408	24,578	25,808
		1,402.833	1,473.000	1,546.667	1,608.167	1,676.333	1,769.250	1,857.750	1,950.667	2,048.167	2,150.667
		68.992	72.443	76.066	79.090	82.443	87.012	91.365	95.934	100.730	105.770
		9.856	10.349	10.867	11.299	11.778	12.430	13.052	13.705	14.390	15.110
14	A M D H	15,688	16,472	17,296	17,984	18,744	19,785	20,775	21,812	22,903	24,049
		1,307.333	1,372.667	1,441.333	1,498.667	1,562.000	1,648.750	1,731.250	1,817.667	1,908.583	2,004.083
		64.295	67.508	70.885	73.705	76.820	81.086	85.143	89.393	93.865	98.561
		9.185	9.644	10.126	10.529	10.974	11.584	12.163	12.770	13.409	14.080
13	A M D H			16,119	16,760	17,469	18,439	19,362	20,329	21,345	22,413
				1,343.250	1,396.667	1,455.750	1,536.583	1,613.500	1,694.083	1,778.750	1,867.750
				66.061	68.689	71.594	75.570	79.352	83.316	87.480	91.857
				9.437	9.813	10.228	10.796	11.336	11.902	12.497	13.122
12	A M D H			15,021	15,618	16,280	17,182	18,041	18,945	19,891	20,886
				1,251.750	1,301.500	1,356.667	1,431.833	1,503.417	1,578.750	1,657.583	1,740.500
				61.561	64.008	66.721	70.418	73.939	77.643	81.520	85.598
				8.794	9.144	9.532	10.060	10.563	11.092	11.646	12.228
11	A M D H			13,995	14,551	15,166	16,009	16,809	17,649	18,533	19,460
				1,166.250	1,212.583	1,263.833	1,334.083	1,400.750	1,470.750	1,544.417	1,621.667
				57.357	59.635	62.156	65.611	68.889	72.332	75.955	79.754
				8.194	8.519	8.879	9.373	9.841	10.333	10.851	11.393

APPENDIX E

FEDERATION OF PUBLIC EMPLOYEES
SECRETARIAL/CLERICAL UNIT

<u>Pay Grade</u>	<u>Job Classification</u>
11	General Clerk PBX Operator
12	Clerk Typist Library Clerk
13	Clerk Specialist III (County) Data Processing Clerk (Data Management) Data Processing Clerk (Elementary & Middle School) Registrar II (Middle School) Secretary III (All Locations)
14	Bookkeeper II (Elementary & Middle School) Budgetkeeper (All Locations) Clerk Specialist II (County) Data Processing Clerk I (High School) Registrar I (High School) Secretary II (All Locations) Data Entry Operator II (County)*
15	Bilingual Clerk Binder/Shipper Bookkeeper I (High School, County, & Vocational Centers) Clerk Specialist I (County) Data Control Specialist II (Technician II) Documentation Specialist II (Technician II) Office Manager II (Elementary & Middle School) Photographic Technician Registrar (Adult & Vocational Centers) School Liaison Specialist II (Technician II) Technician II (County) Word Processing Operator II (County) Accounting Clerk (County)* Data Entry Operator I (County)*
16	Office Manager I (High School, County & Vocational Centers) Secretary I (County) Word Processing Operator I (County) Payroll Processor*

*New hires will start at entry step A, or B if any previous job related work experience as defined in the Collective Bargaining Agreement. Employees hired before December 4, 1990 will start at Step 1, or the step assignment based on the provision regarding promotions, transfers, etc.

<u>Pay Grade</u>	<u>Job Classification</u>
18	Administrative Specialist (County) Business Manager Compositor Data Control Specialist I (Technician I) Documentation Specialist I (Technician I) Executive Secretary (County) General Ledger Facilitator Technician I (County) Word Processing Manager (County) Computer Operator II (Technician I)* Offset Press Operator*
20	Maintenance Funding Control Specialist Operations Specialist Computer Operator I*
21	Accountant (County) Auditor (County) Buyer (County) Instructional Materials Distribution Facilitator

*New hires will start at entry step A, or B if any previous job related work experience as defined in the Collective Bargaining Agreement. Employees hired before December 4, 1990 will start at Step 1, or the step assignment based on the provision regarding promotions, transfers, etc.

12/27/85

PUBLIC EMPLOYEES RELATIONS COMMISSION

FEDERATION OF PUBLIC EMPLOYEES, A :
DIVISION OF DISTRICT NO. 1, PACIFIC :
COAST DISTRICT, MEBA, AFL-CIO, :

Petitioner, :

Case No. RC-85-045

v. :

VERIFICATION OF ELECTION RESULTS
AND CERTIFICATION OF EXCLUSIVE
COLLECTIVE BARGAINING REPRESENTATIVE

SCHOOL DISTRICT OF BROWARD COUNTY, :
FLORIDA, :

Respondent, :

v. :

BROWARD EDUCATIONAL SUPPORT :
PERSONNEL ASSOCIATION, FIP-NEA, :

Intervenor. :

George H. Tucker and Dorian K. Damoorgian, Miami, attorneys for petitioner.

Joseph A. Caldwell, Miami, attorney for respondent.

Thomas W. Brooks and Ronald G. Meyers, Tallahassee, attorneys for intervenor.

A secret ballot election was conducted December 11, 1985 in the following unit:

INCLUDED: All regular full and regular part-time clerical employees of the Broward County School Board, including employees in the following classifications: PBX Operator, General Clerk, Clerk Typist, Library Clerk, Key Punch Operator II (County), Registrar II (Middle School), Secretary III, Data Processing Clerk II (Middle School), Key Punch Operator I (County), Registrar I (High School and Vocational Centers), Secretary II, Data Processing Clerk I (High School), Clerk Specialist II (County), Budget-Keeper, Bookkeeper II (Elementary and Middle School), Technician II (County), Bookkeeper I (High School, Vocational Center and County), Accounting Clerk (County), Office Manager II (Elementary and Middle School), Clerk Specialist I (County), Office Manager I (High School, Vocational Center and County), Secretary I (County), Executive Secretary (County), Technician I (County), Administrative Specialist (County), Business Manager, Buyer (County), Accountant (County).

EXCLUDED: All other employees of the employer including managerial employees defined by the act and confidential employees specifically defined as: Secretaries to School Board members, Secretaries in the Office of the Superintendent, Secretaries in Clerk-to-the-Board Office, Secretaries to Area Superintendents, Secretaries to Associate Superintendents, Secretaries in the Finance Office, Secretary to School Board Management Auditor, Secretary to Non-Instructional Personnel Director, Secretary to Administrative Assistant to the Associate Superintendent of Personnel, Secretary to Director of Employee Relations, Secretary to Administrative Assistants to Super-

intendent, Secretary to Director of Instructional Staffing, Word Processing Manager-County (Personnel Division), Word Processing Operators I and II (Personnel Division), employees designated by school principals as personal secretaries and one programmer designated by the School Board to aid and assist the School Board's chief negotiator.

The election results are as follows:

1. Approximate number of eligible voters	1,149
2. Void Ballots	1
3. Votes cast for Petitioner	545
4. Votes cast for Intervenor	219
5. Votes cast against participating organization(s)	7
6. Valid votes counted	771
7. Challenged ballots	16
8. Valid votes counted plus challenged ballots	787
9. Challenges are not sufficient to effect the results of the election.	

The Commission VERIFIES the results of the election conducted December 11, 1985. Petitioner received a majority of the valid votes plus challenged ballots.

Pursuant to Section 447.307(3)(b), Florida Statutes (1983), the Commission CERTIFIES the Petitioner as the exclusive bargaining representative for employees in the unit described above. Certification number 694 is issued to the Petitioner, the Federation of Public Employees, A Division of District No. 1, Pacific Coast District, MEBA, AFL-CIO. Certification number 595, previously issued to the Broward Educational Support Personnel Association, FIP-NEA, is hereby revoked.

Pursuant to Section 447.504, Florida Statutes (1983), an appeal of this order may be filed within thirty days of the date of this order by filing a notice of appeal with the appropriate district court of appeal and the Commission. Unless the person wishing to appeal is indigent, a filing fee is required by the court and the Commission will require payment for preparing the record on appeal. Any party wishing to appeal this administrative order should refer to Sections 447.504 and 120.68, Florida Statutes (1983), and the Florida Rules of Appellate Procedure for a further explanation of the right to appeal.

Alternatively, a written motion for reconsideration of this order may be filed with the Commission. Any such motion must be filed within fifteen days of the date of this order. The motion shall state with particularity the points of fact or law which it is alleged the Commission has overlooked or misapprehended. The motion shall not reargue the merits of the order. See Florida Administrative Code Rule 38D-15.05.

It is so ordered.

RENOVITCH, Chairman, SHELLEY and GRIZZARD, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on December 27, 1985.

BY: Charles J. McLean

Clerk

