

## **ARTICLE I -- PREAMBLE**

### **Section 1. Purpose**

The School Board of Miami-Dade County, Florida, hereinafter called School Board, and the Dade County School Administrators' Association, AFSA Local 77, AFL-CIO, hereinafter called DCSAA or Union, recognize and assert that technical and professional support services are necessary to provide quality education for the students of M-DCPS. It is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the School Board and its employees.

Meeting the educational needs of the children, youth, and adults of Miami-Dade County is the primary function of Miami-Dade County Public Schools (M-DCPS).

It is the purpose of this Agreement to provide, where not otherwise mandated by Constitution, Statute, or the M-DCPS Board Rules, for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement, to support the efficient operation of the M-DCPS system and to provide an orderly, prompt, peaceful and suitable procedure for the resolution of differences, and the promotion of harmonious relations between the School Board and DCSAA.

### **Section 2. Role of School Board and Superintendent**

The School Board and the Superintendent of Schools, hereinafter called the Superintendent, have the constitutional and statutory authority, respectively, for the operation of M-DCPS in addressing the educational needs of M-DCPS.

### **Section 3. Severability**

It is the expressed intent of the parties that if any section, subsection, sentence, clause, or provision of this Contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the contract, except in the circumstances of the section that follows.

### **Section 4. Conflict of Law and School Board Rule**

Where a contract provision conflicts with a School Board Rule, the contract provision shall govern.

If any provision of the collective bargaining contract is in conflict with any law, ordinance, rule, or regulation over which the Superintendent has no amendatory power, the Superintendent shall submit to the appropriate governmental body having amendatory power a proposed amendment to such law, ordinance, rule, or regulation. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the collective bargaining contract shall not become effective. (Reference, Florida Statutes, Section 447.309(3). For the purpose of this Contract, all references made to Florida Statutes, Chapter 447 shall utilize the language and definitions of Florida Statutes, Chapter 447.)

## **Section 5. Preservation of Benefits**

Nothing contained herein shall be construed to deny any employee of his/her rights under state law or under State Board or M-DCPS Board Rules except as modified by this Agreement.

In addition to salary, as provided elsewhere in this Agreement, the School Board and Union agree that the Fringe Benefits agreement is subject to change based upon results of negotiations concerning Fringe Benefits in subsequent years.

## **ARTICLE II -- RECOGNITION/NON-DISCRIMINATION**

### **Section 1. Recognition**

As a result of the Order of the Public Employees Relations Commission (PERC), Case No. RC-97-018, on February 20, 1998, and of the subsequent certification of the Representation/Certification election held April 21, 1998, the School Board of Miami-Dade County recognizes DCSAA, Local 77, as the exclusive bargaining agent for all School Board employees within the bargaining unit, as specified in Appendix A, for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment.

### **Section 2. Non-Discrimination**

The Union agrees to continue to admit persons to membership without discrimination on the basis of race, religion, color, national origin, gender, disability, age, marital status, sexual orientation, or linguistic preference and to represent equally, in collective bargaining, all employees without regard to membership or participation in, or association with, the activities of the Union.

The School Board agrees to continue its policy of not discriminating against any employee on the basis of race, religion, color, national origin, gender, marital status, sexual orientation, linguistic preference, disability, or age. The School Board further agrees to continue its policy of not discriminating against any employee on the basis of membership, participation in or association with or failure to participate or associate with the Union. Complaints regarding this Section are not subject to the grievance/arbitration process. Such complaints may be addressed through the appropriate School Board Rule, state and federal agencies, and/or the court system.

## ARTICLE III -- DEFINITIONS

Terms used in this Agreement shall be defined as follows:

- Section 1. Bargaining Agent** -- The bargaining agent shall mean the employee organization certified as the exclusive bargaining agent pursuant to Florida Statutes, Section 447.307.
- Section 2. Bureau** -- The administrative unit to which departments and sections are administratively responsible.
- Section 3. Certification** -- Designation by PERC of an employee organization as the exclusive representative for employees in an appropriate bargaining unit.
- Section 4. Collective Bargaining** -- The performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning the wages, hours, terms and conditions of employment, except that neither party shall be compelled to agree to a proposal or be required to make a concession, unless otherwise provided in this Contract.
- Section 5. Contract** -- That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.
- Section 6. Days** -- As referred to in the time limits herein, days shall mean working days.
- Section 7. Department** -- An operational unit within a division.
- Section 8. Directives** -- Those administrative directives issued by the Superintendent or the designee(s).
- Section 9. Drug Screening** -- Drug and/or alcohol screening is a unique process conducted under circumstances, and by the protocol enumerated in the Drug-Free Work Place Policy Statement and Employee Physical Examination/Screening/Health Services.
- Section 10. Emergency** -- Any situation which is not routine or generally anticipated, as determined by the Superintendent of Schools or his/her designee.
- Section 11. Employee** -- All employees in the unit represented exclusively by the DCSAA.
- Section 12. Established Practice** -- A practice which has gained acceptance through use.

- Section 13. Excessive Absenteeism/Abandonment of Position** -- An unauthorized absence for three consecutive workdays shall be evidence of abandonment of position. Unauthorized absences totaling 10 or more workdays during the previous 12-month period shall be evidence of excessive absenteeism. Either of the foregoing shall constitute grounds for termination. An employee recommended for termination under these provisions shall have the right to request of the Chief Personnel Officer for Human Resources a review of the facts concerning the unauthorized leave. Such right shall exist for a period of 10 working days after the first day of notification of the unauthorized absence.
- Section 14. Fiscal Year** -- July 1 of one year through June 30 of the following year.
- Section 15. Immediate Superintendent** -- The assistant, associate, or chief officer, who, by nature of the organizational structure of the M-DCPS, as determined by the Superintendent and the Board, has immediate administrative authority over the supervising administrator.
- Section 16. Immediate Supervisor** -- The individual having immediate supervisory authority over the unit employee(s) and who may or may not be a member of the bargaining unit.
- Section 17. Job Assignment** -- The school center or other location to which an employee is instructed to report to work by the administrative superior.
- Section 18. Job Classification** -- The grade or classification in which the employee is currently assigned.
- Section 19. Job Description** -- The written document describing the duties, responsibilities, and qualifications of the job.
- Section 20. Parties** -- The Dade County Schools Administrators' Association, as the exclusive bargaining agent, and the Miami-Dade County School Board, as employer.
- Section 21. PERC** -- The Public Employees Relations Commission created by Florida Statutes, Section 447.004.
- Section 22. School Board** -- The School Board of Miami-Dade County, Florida, the duly-elected board established under the Florida Constitution, Article IX, Section 4, and Florida Statutes, Section 230.03(2), which has the responsibility for the organization and control of the public schools of Miami-Dade County.
- Section 23. School Board Rules** -- That body of rules adopted by The School Board of Miami-Dade County, Florida.

- Section 24. State Board Rules** -- That body of rules adopted by the State Board of Education and directives issued by the Commissioner of the Department of Education to clarify and implement state statutes which relate to education in the State of Florida.
- Section 25. Strike** -- The concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the Miami-Dade County School Board, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage, the establishment of strike funds.
- Section 26. Superintendent** -- The Miami-Dade County Superintendent of Schools or the designee(s).
- Section 27. Supervising Administrator** -- The individual having immediate administrative authority over the unit employee(s) and who is not a member of the bargaining unit.
- Section 28. Unauthorized Absence** -- Failure of an employee to give notice of absence may be regarded as unauthorized leave. Upon reporting back to work the employee shall be apprised of the unauthorized leave status. However, if the employee can demonstrate that there were extenuating circumstances (e.g., hospitalization or other serious emergency), then consideration must be given to changing the status of the leave. Only the bureau/office head (or designee) has the authority to change an unauthorized leave. Absence in excess of accrued sick and personal leave when such absence is not specifically authorized in advance is an unauthorized absence. Vacation leave may only be taken with advanced authorization in accordance with Article XVI, Section 2. Vacation leave without advanced authorization and not in accordance with bureau/office procedures constitutes unauthorized absence.
- Section 29. Union** -- Dade County School Administrators' Association (DCSAA), as the exclusive bargaining agent representing members of the bargaining unit.
- Section 30. Unit** -- That group of non-exempt employees determined by the employer and the Dade County Schools Administrators' Association and approved by the Florida Public Employees Relations Commission, hereinafter called PERC, to be appropriate for the purpose of collective bargaining.

**Section 31. Workday** -- The period of time an employee is to be present and performing assigned duties as designated by M-DCPS management.

**Section 32. Working Hours** -- Those hours when employees are expected to be present and performing assigned duties as designated by M-DCPS management

**Section 33. Work Location** -- That location where the member of the unit performs his/her duties on a regular or itinerant basis.

## **ARTICLE IV -- EMPLOYER RIGHTS**

The provisions of this Contract except as expressly agreed herein are not to be interpreted in any way or manner to change, amend, modify, or in any other way to delimit the exclusive authority of the School Board and the Superintendent for the management of the total school system and any part of the school system. It is expressly understood and agreed that all rights and responsibilities of the School Board and the Superintendent, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, and state regulations, shall continue to be exercised exclusively by the School Board and the Superintendent except as specifically and explicitly provided for by the stated terms of this Contract. Such rights thus reserved exclusively to the School Board, the Superintendent, and their designated representatives, by way of illustration and not by way of limitation, include the following:

- A. The determination of the mission of the School Board's organizational unit;
- B. The selection, promotion, assignment, and transfer of employees;
- C. The evaluation of performance of employees;
- D. The discipline of employees including the separation, suspension, dismissal, and termination of employees for just cause;
- E. The methods, means, employment status, number of personnel needed or desirable for carrying out the Board's missions;
- F. The designation of the organizational structure of and the lines of administrative authority;
- G. The contracting-out of any work or services it deems necessary or desirable;
- H. The responsibility of directing the work force;
- I. The introduction of new and improved methods or facilities or change of existing methods;
- J. The release of employees because of lack of work; and
- K. Such other rights, normally consistent with management's duty and responsibility for operation of the Board's services.

It is understood and agreed that management possesses the sole right, duty and responsibility for operation of the school system and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this Agreement. Nothing herein shall preclude the Union, where appropriate, from negotiating the impact of the School Board's decision.



## **ARTICLE V -- UNION RIGHTS AND MATTERS**

### **Section 1. Union Representatives**

- A. DCSAA has the right to select (up to 17) employees from within the bargaining unit, as herein defined, to act as Union Delegates and Pro-representatives. The names of the employees selected shall be certified, in writing, to Labor Relations by DCSAA. It is agreed to and understood by the parties that representatives are working representatives and may, without loss of pay, with prior approval of his/her supervising administrator, process grievances and participate in School Board business as a representative of the Bargaining Unit. Such scheduling approval will not be unreasonably withheld. Any dispute regarding the release of representatives to process grievances will be subject to the grievance process excluding arbitration. It is agreed to and understood by DCSAA that union representatives shall process grievances and carry out other Union activities in such a manner as not to disrupt normal School Board activities and services.
- B. The representatives shall be responsible for the transmission of messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information:
  - 1. Have been reduced to writing; and
  - 2. Are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle calls, or any other interference with the employer's needs.
- C. Released time shall be granted to a reasonable number of bargaining unit employees for the purpose of representing DCSAA during contract negotiations. It is further agreed that such released time shall be without loss of pay or emoluments.
- D. Representatives shall be afforded reasonable access to information necessary for the administration of this Agreement. The School Board further agrees to provide the Union the following information at no cost: access to School Board Rules and School Board minutes; unit employees' data disks (quarterly); job descriptions and organizational charts, upon request.
- E. The Executive Director of DCSAA or his/her designee will be provided the opportunity to meet with appropriate M-DCPS management staff to confer on matters relating to contract administration or other issues of mutual concern. Such meetings may be initiated at the request of either party and are to be arranged at a mutually agreeable time.
- F. One DCSAA representative, designated by the Union, shall be authorized released time during normal work hours with pay to attend Board meetings to address specific issues or in the absence of the Executive Director.
- G. The Board agrees to authorize, for each year of this Contract, the establishment of a pool of 25 contract implementation/professional development days of temporary

duty assignment with pay to be utilized by employees selected by the Union for matters relating to increasing competencies necessary to the effective and orderly implementation of this Contract, and continued promotion of harmonious and cooperative relationships between the Board and the Union. Use of these days shall not be approved unless there is a three-day advance notice, in writing, to the supervising administrator.

## **Section 2. Union Access**

- A. Non-employee Union Business Representatives shall be certified, in writing, to the Chief Officer for Labor Relations by DCSAA. The Union agrees that activities by both Union Delegates and Pro-representatives and non-employee Union Business Representatives shall be carried out in such a fashion as not to interfere with normal work production. Non-employee Union Business Representatives shall not contact employees, including employee representatives, during regular working hours without the approval of the appropriate supervising administrator. Non-employee Union Business Representatives shall be permitted access to M-DCPS work sites for the purpose of conferring with the supervising administrator, or to meet with employees during non-work time.
- B. Employees engaging in solicitation at the work location where they are assigned have the right to engage in such solicitation during the non-working time of all employees engaged in the solicitation. Employees engaging in solicitation at a work location other than their permanent assignment must comply with the procedures stipulated in School Board Rule.
- C. Employees engaging in the distribution of Union materials must do so in non-working areas and during the non-working time of all employees involved.
- D. Membership solicitation shall be permitted, in accordance with School Board Rule 6Gx13-1C-1.041, by representatives of DCSAA who are not employed by the School Board at the work location, under the following guidelines:
  - 1. The principal or administrative head is notified in advance by the employee or the representative of the DCSAA and permission is granted. Such permission shall not be arbitrarily withheld.
  - 2. If the person soliciting membership is a non-employee Union Business Representative of DCSAA, the representative must provide appropriate identification.
  - 3. The employee being solicited must not be engaged in any job responsibilities.
  - 4. Participation by employees is strictly voluntary.
  - 5. Solicitation must take place only during the non-working time of the employees.

### **Section 3. Union Rights**

Union rights, pursuant to the provisions of Florida Statutes, Section 447.307, are granted to the certified exclusive bargaining agent, the Dade County School Administrators' Association, AFSA Local 77, AFL-CIO, and such rights shall not be granted to any other minority or rival Union. These rights include but are not limited to payroll deduction, access to School Board property and bulletin boards.

### **Section 4. Union Meetings**

- A. Union representatives may schedule a Union meeting with bargaining unit employees provided they adhere to the procedures outlined in this Agreement. The location of the meeting shall be selected with prior approval of the supervising administrator. The Union shall submit its request at least three days in advance of such meetings. Such meeting shall not interfere with the employees' duty time. Monthly meetings scheduled in advance for the entire school year are accepted in lieu of three days' notice.
- B. Emergency Union meetings shall be allowed and scheduled at work locations, provided the Union has given 24 hours' notice to the work location supervising administrator; and further provided that such meetings do not interfere with the employees' duty-time.

### **Section 5. Parking Privileges**

The School Board shall issue a permit to the Union for parking in a lot adjacent to or near the School Board Administration Building.

### **Section 6. Bulletin Boards**

Bulletin board space shall be reserved for the exclusive use of DCSAA for the purpose of posting material dealing with Union business. No literature or posters alleging a misdeed(s) on the part of a specific management or Union representative shall be posted.

### **Section 7. M-DCPS/DCSAA Labor-Management Committee**

There shall be a M-DCPS/DCSAA Labor-Management Committee which shall meet to discuss provisions described in this Agreement and matters of mutual concern, including problems related to employee relations, and may make written reports and recommendations which shall be advisory to the Superintendent. The Labor-Management Committee shall consist of six members designated by the Union and six members designated by M-DCPS. The committee shall meet twice a year and at other times by mutual consent. These meetings shall be held without loss of pay to those employees designated by the Union for participation.

## ARTICLE VI -- DUES DEDUCTION

- A. The School Board shall provide, at no cost to DCSAA, services of payroll deduction of dues and uniform assessments. The School Board shall collect and transmit such monies as are sufficient to provide for the full payment of membership dues or assessment, pursuant to the terms and conditions contained in the dues authorization contract signed by members of DCSAA.
- B. Whenever there is a change in regular dues, DCSAA, Local 77 shall notify the Chief Financial Officer on or before July 1 of each year regarding:
  - 1. The amount of each Union dues deduction to be made; and
  - 2. The number of deductions required during that contract year.

If there is no change in the dues amounts, the School Board will continue to deduct dues based upon the previous year's deductions.
- C. The School Board shall be absolved of any and all liability resulting from the collection of authorized Union dues.
- D. The Union shall provide M-DCPS a sample of its proposed Dues Deduction Card, which includes a statement that the School Board shall be absolved of any and all liability resulting from the collection of authorized dues. Any modification of the current form shall be provided to the School Board in advance of its use.
- E. The Union will be provided a deduction register following each pay period.
- F. DCSAA shall be required to submit completed and correct payroll deduction authorization cards, including the manual signature of the employee, to the Payroll Department at least seven days before the initial deduction is to be made.
- G. The authorization cards shall be retained on file in the Payroll Department as long as DCSAA is the certified bargaining agent of the unit. Payroll deduction authorization, for employees who are on School Board approved leave, will be restored upon their return to an active employment status.
- H. Any employee in the unit desiring to revoke his/her dues deduction authorization must submit a request for such revocation to DCSAA and the School Board at least 30 days prior to the effective date of such action.
- I. DCSAA shall be responsible for the collection of any dues in arrears.
- J. The School Board will process dues deduction authorization forms submitted after the date necessary for the full deduction for the amount that can be deducted for the remainder of the fiscal year.

## **ARTICLE VII -- DUE PROCESS AND DISCIPLINARY ACTION**

### **Section 1. Conferences-for-the-Record**

- A. The Board and Union recognize the principle of progressive discipline. The parties agree that disciplinary action may be consistent with the concept of progressive discipline when the Board deems it appropriate, and that the degree of discipline shall be reasonably related to the seriousness of the offense.
- B. All employees are accountable for their individual levels of productivity, implementing the duties of their positions, and rendering efficient, effective delivery of services and support. A Conference-for-the-Record may be held when an employee's fitness is at issue or when any employee renders deficient performance, violates any rule, regulation, policy, state or federal statute, defies an administrator's authority or when there is a substantiated administrative or preliminary personnel investigation against the unit member.

Any employee summoned to the office of a supervising administrator, or his/her designee for a Conference-for-the-Record which may lead to disciplinary action or reprimand, shall have the right to request Union representation and shall be informed of this right. If Union representation is provided, the employee shall have the right to be accompanied at the Conference-for-the-Record by a representative of the Union.

- C. Employees shall be given two days' written notice and a written statement of the reasons for the conference, except in cases deemed to be an emergency. The employee, at the time written notice is given, shall be provided a copy of any police report. The investigation shall be considered active until a final decision has been made regarding the incident.
- D. A Conference-for-the-Record, not held in accordance with these conditions, shall not be considered a part of the employee's personnel file or record.
- E. The employee shall not be represented by an attorney at a Conference-for-the-Record. The bargaining agent shall have the right to refuse representation in accordance with its own internal, nondiscriminatory rules.
- F. The use of tape recorders or other mechanical devices is expressly prohibited.

### **Section 2. Types of Separation**

Dissolution of the employment relationship between a permanent employee and the School Board may occur by any of seven distinct types of separation.

- A. Voluntary -- The employee initiates the separation by resigning, retiring, abandoning the position, or other unilateral action by the employee.

- B. Excessive Absenteeism/Abandonment of Position -- An unauthorized absence for three consecutive workdays shall constitute abandonment of position. Unauthorized absences totaling 10 or more workdays during the previous 12-month period shall constitute excessive absenteeism. Either of the foregoing shall constitute grounds for termination.
- C. Disciplinary -- The employee is separated by the employer for just cause. Just cause includes, but is not limited to: deficient or non-performance of job responsibilities; a violation of any rule, regulation or policy; misconduct in office; gross insubordination; willful neglect of duty; immorality; and adjudication of guilt or conviction of a crime involving moral turpitude or felony charge.
- D. Non-Reappointment -- The employee is separated by management's decision not to offer another annual contract. Employees whose performance has been deemed marginal by the supervising administrator, who have been counseled during the school year concerning performance, and have failed to perform acceptably shall not be reappointed. This action shall be consistent with the evaluation procedures and failure to follow these procedures shall be subject to the grievance/arbitration process. However, management's evaluation decisions are not subject to the grievance/arbitration process. Where there are non-reappointment actions against any employee, the evaluation procedures will be followed. Non-reappointment shall not be in lieu of discipline or a reduction-in-force.
- E. Reduction-in-Force -- The employee is separated by the employer because of lack of work, budgetary constraints, change in policy or staffing patterns or organizational structure without fault or delinquency on the employee's part.
- F. Termination of Project Employees -- Employees who are hired for a project(s) may be terminated at the end of the fiscal year without cause and shall be terminated at the end of the project(s).

### **Section 3. General Provisions**

- A. Disciplinary actions, i.e., demotions, suspensions and dismissals shall be effected in accordance with applicable Florida law and the provisions stated below:
  - 1. Any employee may be demoted, suspended or dismissed for just cause.
  - 2. Disciplinary action shall occur at any necessary point in time and may be based upon a single incident or a pattern of incidents, provided just cause is established.
  - 3. Written notification of any recommendation for disciplinary action shall be provided to the employee and the Union prior to School Board action. Such notification shall contain the charges, the written recommendation to the School Board and information regarding the employee's right to appeal pursuant to Florida Statutes, Section 120.569.

4. Within 20 calendar days from receipt of the notice of School Board action, the employee may exercise or not exercise the right to request a hearing before a Division of Administrative Hearing (DOAH) Administrative Law Judge. If exercised, the request shall be delivered to the Office of the School Board Clerk.
5. The decision of the Administrative Law Judge shall be final and binding on both parties.
6. The School Board may suspend or terminate the employee for just cause as provided by law which includes, but is not limited to, the failure to fulfill the obligations under the Employment Contract or the DCSAA collective bargaining agreement. Suspensions, terminations or other disciplinary action shall be in accord with the terms and conditions of the collective bargaining agreement.

The Employment Contract is in compliance with and subject to the terms of the DCSAA collective bargaining agreement. This Contract shall be renewed annually unless separation is expressly sought by the Employer.

- B. All other forms of separation, including separation by abandonment of position, non-reappointment, reduction-in-force and termination of project employee contracts shall be effected in accordance with the provisions stated below and those addressed elsewhere in this Contract:

1. The Union and any employee who is subject to non-reappointment shall be put on written notice of possible non-reappointment. Counseling and written notice of non-reappointment shall be provided in a timely manner and prior to School Board action. Any employee who has been recommended for non-reappointment shall, upon request, be provided with a review conference directly with the Superintendent or his designee.
2. The Union and any employee who is affected by a reduction-in-force shall receive written notice of the reduction-in-force at least 10 working days prior to the effective date of separation.
3. An employee recommended for termination due to abandonment of position shall have the right to request of the Chief Personnel Officer for Human Resources or designee a review of the facts concerning the unauthorized absences. Such right shall exist for a period of 10 working days after first being notified in writing by the Office of Professional Standards of the recommendation for termination.
4. Any employee separated because of abandonment of position, non-reappointment, reduction-in-force or termination of a project employee contract may not request a hearing before DOAH and such action is not subject to the grievance/arbitration procedure.

#### **Section 4. Complaints**

- A. All complaints, either verbal or written, shall be directed initially to the supervising administrator of the subject of the complaint. No complaint will be processed that is not identified as to source. Additionally, no anonymous letter or anonymous materials shall be placed in the personnel file.
- B. Upon receipt of a complaint, the supervising administrator shall acknowledge and accept the complaint, determine whether the complaint is job related and inform the complainant that the matter will be reviewed. If the complaint is not job related, the supervising administrator shall close the complaint immediately, and no record is retained in the employee's personnel file.
- C. If the complaint is job related, the supervising administrator shall hold a meeting with the affected employee within 10 work days of receipt of the initial complaint. At that meeting, a copy of the complaint and all supporting documentation shall be provided to the employee who is the subject of the complaint. After meeting with the employee, the supervising administrator shall make a determination about further fact-finding procedures.
- D. If the supervising administrator determines that the facts presented, together with the employee's response to the complaint, is complete, disposition actions, if any, should then be taken in accordance with this Article.
- E. If the supervising administrator is unable to close the complaint after meeting with the employee and the complainant, the complaint shall be forwarded to the next administrative level.

#### **Section 5. Investigations/Administrative Reviews**

- A. If a formal investigation is requested, the supervising administrator should identify the questions or issues which need to be investigated and, to the extent possible, the witness(s) who may have information. The supervising administrator shall then refer the investigative request to the Office of Professional Standards who shall determine the process for further fact-finding.
- B. Upon authorization by the Office of Professional Standards for a personnel investigation by the Miami-Dade County Public Schools Police, the police investigator shall complete the investigation and submit a written investigative report to Professional Standards. The personnel investigation shall be structured to seek information related to the allegation(s) under investigation.
- C. Upon receipt of the investigative report, the Office of Professional Standards shall review the complete file with the supervising administrator and the employee, including the initial complaint allegations and supporting evidence, and shall consider the employee's response and all supporting documents.
- D. Upon authorization by the Office of Professional Standards for an administrative review, the fact finding is conducted by the supervising administrator. The



personnel investigation shall be structured to seek information supportive to the allegation(s) under investigation.

- E. Upon receipt of an investigation or an administrative review which is concluded with the finding that there is probable cause to proceed further or with disciplinary action taken or charges filed, the Office of Professional Standards or the site supervisor shall conduct a Conference-for-the Record with the employee, during which the parties shall review the complete file, including the initial complaint allegations, supporting evidence and the employee's response and all supporting documents. Disciplinary action or performance improvement activities, if any, may be initiated.
- F. If the investigation or administrative review is concluded with the finding that there is no probable cause to proceed further or with disciplinary action taken or charges filed, the matter shall be reviewed with the employee and supervising administrator to effect disposition for closure by the Office of Professional Standards. Documents related to these procedures shall be maintained in accordance with Florida Statutes, Section 231.291.
- G. If an employee is not employed or has had a reduction in salary during the time of an appeal of a dismissal, suspension, or demotion, and is reinstated with full benefits by the School Board or the Hearing Officer, as applicable, the employee shall receive payment for days not worked which were the result of the improper disciplinary action, and shall not lose any longevity or be charged with a break in service due to said dismissal, suspension, or demotion.

## **Section 6. Employment**

- A. Bargaining unit employees shall receive an annual written employment contract. This Contract shall be in compliance with all the terms and conditions as set forth in this Agreement and shall be renewed annually unless separation is expressly sought by the employer. Separation, as defined elsewhere in this Article shall be in compliance with all applicable provisions of this Agreement.
- B. Upon approval and ratification of this Agreement, all covered employees employed, pursuant to individual employment contracts signed by members of the bargaining unit, shall be governed by the terms and conditions of this Agreement.

## **Section 7. Harassment**

- A. Employees shall be free from unnecessary, spiteful, or negative criticism or complaints by administrators and/or other persons. Under no conditions shall management representatives express such complaints or criticisms concerning an employee in the presence of other employees, students, or parents, nor shall anonymous complaints be processed.
- B. Employees should not be subjected to harassment, abusive language, upbraiding, insults, or interference by a parent or other person in the performance of the employee's duties.

## **Section 8. Reduction-In-Force**

- A. A reduction-in-force is defined as the separation of an employee for lack of work, budgetary constraints, a change in policy, staffing patterns or organizational structure, without fault or delinquency on the employee's part.
- B. The Superintendent, upon determining the need for a reduction-in-force, shall identify job classifications to be separated or reassigned based upon staffing requirements, current job assignment, the number of employees to be reduced and the needs of the school system.
- C. Seniority in accordance with affected functional areas department-wide shall be utilized to determine which members of the bargaining unit are to be laid off and recalled.
- D. Employees who are laid off will be placed in functional area "recall pools" and will be recalled on the basis of seniority (most senior first).
- E. Seniority is defined as the total length of service with the employer.
- G. The employer shall notify each employee subject to reduction-in-force by certified mail, return receipt requested, at least 10 working days prior to the effective date of separation.

## **Section 9. Recall**

- A. Employees who are separated will be eligible for recall effective the first day of separation. Job vacancies shall first be filled from the recall list provided qualified personnel are available.
- B. Employees subject to a reduction-in-force will remain eligible for a period of one year.
- C. Separated employees will be notified of vacant positions for a recall by certified mail to the employee's last known address. The employee who does not accept the offered position within five days of the written recall notice will be eliminated from further consideration.

## **ARTICLE VIII -- PERFORMANCE PLANNING AND EVALUATION**

### **Section 1. Scope and Purpose**

This Section sets forth the rules, regulations, and procedures for the establishment, maintenance, and administration of the performance planning and evaluation system applicable to Miami-Dade County Public Schools (M-DCPS) employees represented by the Dade County School Administrators' Association (DCSAA).

The parties recognize that the assessment of employee performance is an ongoing professional activity for the purpose of identifying employee strengths and weaknesses. As such, assessment requires no formal written documentation, but rather encourages frequent professional conversations between the employee and supervisor and that both undertake this practice as a professional responsibility.

Evaluation of employee performance differs from assessment in that evaluation is comprised of formal practices at specified times with delineated guidelines for the purpose of recommending an employment decision.

### **Section 2. Statement of Policy**

- A. The Performance Planning and Evaluation System as presented in this Agreement serves as an aid to improving the performance and developing the potential of every employee represented by DCSAA. The performance plan mutually developed by the employee and the supervisor consists of three major components:
  - 1. Developing plans directly linked to overall job functions as related to the job duties and responsibilities, worksite target objectives, and/or major system objectives, as applicable.
  - 2. Improving job performance by reviewing past evaluations and setting expectations for improvement or enhancement.
  - 3. Developing personal potential through emphasis on standards required for success and professional growth in the present job, as well as preparation for future career goals.
- B. Evaluation of performance standards is based on data that indicate practice of the performance standards established for the assigned position as delineated in the Job Description and worksite objectives. Employee performance shall be evaluated by the immediate supervisor (evaluator) and the evaluator's supervisor (reviewer) only, except that the reviewer shall not be a member of the bargaining unit. Evaluations placed in the employee's personnel file shall be in compliance with the procedures and instruments of the Performance Planning and Evaluation System within the collective bargaining agreement. Employees should be aware of the rationale, intent, and procedures of the performance evaluation system in relation to the job assignment.

Florida Department of Education Performance Evaluation System guidelines:

1. specify that a comprehensive performance evaluation system be fair, equitable, and legally sound;
2. establish procedures for the collection, retrieval, and use of data to provide feedback to an individual, a team, and the system;
3. provide data for recognizing high performance through a variety of means;
4. consider the specific conditions of the site in establishing expectations;
5. promote the growth and development of the individual and the continuous improvement of the organization;
6. allocate time to plan, coach, and counsel for higher performance; and
7. provide orientation on the system and skill development in observing, mentoring, coaching, and counseling for those in and affected by the system.

Employees who manage the performance evaluation system must have received professional development in the application of that system.

### **Section 3. Performance Review Elements**

This Employee Performance Review consists of the following categories:

A. Category I Job Performance Competencies

Component I --	Planning
Component II --	Judgment/Decisions
Component III --	Interpersonal Relationships/Responsiveness
Component IV--	Technical Proficiency
Component V --	Quality of Written/Oral Communication
Component VI--	Professional Responsibility

B. Category II Performance Related to Job Targets

C. Category III Professional Growth Targets

### **Section 4. Evaluation Definitions**

A. Acceptable

Performance requirements contained in Categories I, II, and III are met. The number of indicators specified for each standard of the Job Performance Competencies (Category I) are rated as acceptable. Additionally, the overall Performance Related to Job Targets (Category II) must be rated as "completed" or

"progress has been demonstrated." Agreed-upon Professional Growth Targets (Category III) shall be rated either "completed" or "in progress."

**B. Unacceptable**

Performance not exhibiting the specific number of indicators for each component of the Job Performance Competencies (Category I), and/or that has not satisfactorily met the overall Job targets with "progress has been demonstrated shall result in a rating of Unacceptable and shall require a Professional Improvement Plan.

An overall rating of Unacceptable shall require a written Professional Improvement Plan specifying the manner in which performance in deficient categories will be improved. An unacceptable rating, determined by the mid-year Progress Conference, may result in appropriate employment action(s), which may include a recommendation for non-reappointment.

Employees who receive an unacceptable rating on the year-end evaluation and are reappointed are not eligible in the subsequent school year to apply for transfers or promotions. Further, they are not eligible for any salary improvements until an acceptable performance level, as required by the Performance Improvement Plan, is attained.

**Section 5. Distinguished Performance Designation**

Recognizing that employees of the School Board are selected because of their leadership potential and demonstrated expertise in identified fields, the Distinguished Performance Designation is available to those who wish to acquire and demonstrate knowledge, skills, and abilities that exceed regular expectations of the position.

The Distinguished Performance Designation is both a personal and professional commitment within the administrative position and is voluntary. Whether or not one chooses to embark upon this professional growth enterprise, decisions made within the regular required performance level process shall not be affected. Employees who have demonstrated high performance standards in all categories will be eligible to work toward the Distinguished Performance Designation.

The following strategies shall be employed when initiating the process for attaining the Distinguished Performance Designation:

- A. Identify a high priority instructional problem or need directly related to the site or specific operation of the position.
- B. Utilize a problem-solving methodology that addresses expected and observable worksite outcomes.
- C. Collaborate with the site supervisor to determine the feasibility of proceeding with identifying the components of the problem.

- D. Develop an action plan with timelines, resources, specific objectives to be accomplished, and proposed outcome of the design to address the problem.
- E. Discuss the plan with the supervisor to determine the feasibility of implementing the action plan.
- F. Implement the action plan.
- G. Maintain a journal of activities and reflections on expectations and the effectiveness of actions.
- H. Self-assess each activity as to what is working, what is not, and why.
- I. Record self-evaluation outcomes.
- J. Report findings to supervisor at times specified in the plan.
- K. Realign timelines and/or benchmarks of the project, if appropriate.
- L. Address the conclusion of the project in final report to the supervisor.
- M. Submit findings, reflections, and recommendations to the supervisor for determination of the distinguished rating.

The project for the Distinguished Performance Designation may be determined at any time during the year and shall not be limited in scope by any predetermined timeframe. The Distinguished Performance Designation will be awarded after careful review and recommendations by the immediate supervisor and the appropriate district or functional superintendent and will be presented concurrently with the annual evaluation decision.

To be eligible to pursue the Distinguished Performance Designation, the employee must have acceptable ratings in all categories on the annual Evaluation Form. The Distinguished Performance Designation is recognized for three years only if the employee has acceptable ratings in all categories on the School Board's Annual Evaluation Form each year.

## **Section 6. Evaluation Procedures**

The Performance Planning and Evaluation System is a process consisting of three phases that form a cycle within the evaluation process. They are: Planning Phase, Progress Phase, and Evaluation Phase. For timelines and forms, see Appendix C.

### **A. Planning Phase**

The initial phase in the cycle is the PLANNING PHASE. This phase requires a review and clarification of the job description, as well as the identification of job targets for the year. Planning is done in cooperation with the supervisor and within the context of the objectives of the School Board. Plans established at this time, although subject to change, shall serve as a basis for subsequent phases of the process. This phase involves the completion of the Planning Form.

All employees shall initiate the PLANNING PHASE activities no later than June 30 in conjunction with the annual evaluation. The plan must be finalized no later than September 15.

Employees assigned to a work location after September 15 shall participate in the PLANNING PHASE activities.

1. Purposes - Planning Phase

To clarify the organizational relationship of the employee to:

- a. the evaluator (supervisor);
- b. other staff members;
- c. other departments; and
- d. the school system's objectives.

To identify a limited number of major job targets which reflect:

- a. specific, critical worksite needs, and objectives;
- b. organizational and departmental concerns;
- c. desirable professional development needs; and
- d. specific recommendations from previous years.

2. Required Actions - Planning Phase

- a. The employee shall complete the Planning Form for the year.
- b. A conference shall be scheduled between the employee and the evaluator.
- c. The job description, responsibilities and possible desirable professional growth activities of the employee shall be reviewed by the evaluator.
- d. Mutual agreement shall be reached on:
  - (1) individual job targets of the employee that are not part of the job description for the position;
  - (2) activities which shall provide evidence of progress and/or accomplishment; and
  - (3) dates of projected completion of job targets.

- e. Resources available and/or needed to reach the job targets shall be identified.
- f. Copies of the completed Planning Form shall be made available to:
  - (1) the evaluator;
  - (2) the employee; and
  - (3) the reviewer (evaluator's supervising employee).

## B. Progress Phase

The second phase in the cycle is the PROGRESS PHASE. This phase may require one or more scheduled conferences prior to the mid-year Progress Conference between the employee and the supervisor regarding the progress made toward fulfilling the overall job responsibilities and identified job targets. These conferences may result in adjustment to the initial plans.

Adjustments may result from additions to job responsibilities, changes in priorities or the degree of progress made to date on specific job targets. In any case, the purpose is to insure the relevance of plans to the final phase of the cycle. This phase involves completion of the Progress Form and, if appropriate, the Professional Improvement Form.

At any time during the year, employees facing the possibility of the assignment of a Professional Improvement Plan shall be advised of that possibility immediately upon that determination by the employee's supervising administrator.

Employees not on the regular schedule of planning and evaluation activities because of assignment to a new work location during the year shall be scheduled for a conference within two months of their initial planning conference to review performance to date.

### 1. Purposes - Progress Phase

- a. To determine the current status of performance related to:
  - (1) job responsibilities as defined by statute, School Board Rules, and the official job description for the position; and
  - (2) established objectives of the school system and the respective departmental unit.
- b. To adjust job targets and completion dates, based on changing circumstances, and to update the Planning Form, if necessary.
- c. To identify resources and assistance needed to accomplish job targets.



- d. To discuss needs related to individual career development.
- e. To commend productivity, creativity, and outstanding progress.

## 2. Required Actions - Progress Phase

- a. One or more Progress Conferences shall be conducted between the evaluator and the employee. Each conference shall:
  - (1) be a confidential meeting within a dedicated timeframe;
  - (2) take place during normal working hours; and
  - (3) be a data source for the Evaluation Phase of the cycle.
- b. The Progress Conference shall be documented by the completion of the Progress Form by the evaluator. The completed form shall be discussed with the reviewer in advance of the Progress Conference. Subsequent to the conference, the form shall be signed and dated by the employee, evaluator, and reviewer.
- c. The employee may wish to provide the evaluator with a written summary of major accomplishments to date. These may be listed on the Planning Form next to each job target.
- d. The evaluator shall schedule sufficient contact with the employee in his/her working situation to:
  - (1) gain needed firsthand information to assess the employee's competencies and performance;
  - (2) gather evidence and documentation to support judgment of effectiveness; and
  - (3) provide appropriate assistance and training.
- e. If the employee is rated *Unacceptable* overall, the evaluator shall indicate such rating on the Progress Form and attach documentation to support the rating.

Additionally, a Professional Improvement Plan, with the tasks and timelines necessary for the employee to meet acceptable performance standards or competencies, and dates for review of progress not to exceed 90 days, shall be provided to the employee.

There shall be periodic monitoring of progress made under the Professional Improvement Plan.

Those tasks successfully accomplished shall be dated and signed by the evaluator upon presentation and request by the employee.

- a. The Progress Form and the Professional Improvement Plan must then be signed and dated by the employee, the evaluator, and the reviewer. The employee's signature represents receipt, not concurrence.
- b. The employee shall have the right to append a progress report within 10 working days of the conference.
- c. The appendage shall be provided to the evaluator and the reviewer and shall be attached to the progress form.

#### C. Evaluation Phase

The final phase in the cycle is the EVALUATION PHASE. This phase involves a comprehensive review of performance related to the Job Performance Competencies and Performance Related to Job Targets. This phase involves the completion of the Evaluation Form and, if applicable, the Professional Improvement Plan Form. The Evaluation Phase completes the evaluation cycle for the current year.

Employees, whose performance is rated as acceptable, as evidenced on the year-end evaluation, are eligible for salary increases in accordance with the provisions of the collective bargaining agreement.

Employees whose performance is rated as unacceptable on the year-end evaluation, and are reappointed are not eligible in the subsequent school year to apply for transfers or promotions. These employees are also not eligible for any salary improvements until an acceptable performance level is attained, as set forth in the Professional Improvement Plan.

Employees leaving a work location before the end of the school year for any reason shall be evaluated in accordance with the procedures set forth for the EVALUATION PHASE. Completed Evaluation Forms are to be sent to Human Resources within two weeks of the employee's departure from the work location.

##### 1. Purposes - Evaluation Phase

- a. To evaluate and document the employee's administrative performance.
- b. To recognize any additional job responsibilities that occurred during the year.
- c. To commend productivity, creativity, and outstanding performance.
- d. To consider possible job targets for the following year.

- e. To assist in making decisions related to individual career development.
- f. To identify competency areas which should be improved and/or continued in the following year.

## 2. Required Actions - Evaluation Phase

- a. The evaluator shall conduct a conference with the employee to review the Job Performance Competencies, Performance Related to Job Targets and Professional Growth Targets as they relate to the job performance and future priority objectives.
- b. The evaluator shall complete the Evaluation Form by reviewing data relative to:
  - (1) performance related to the Job Performance Competencies;
  - (2) performance related to the job description; the status and degree of completion of Worksite Target Objectives;
  - (3) status of the Professional Growth Targets;
  - (4) pertinent information obtained during the year; and
  - (5) for people remaining in the same position, planning for subsequent year is developed and agreed upon during the evaluation phase.
- c. The completed Evaluation Form shall be reviewed in advance of the Evaluation Conference by the reviewer. Subsequently, it shall be signed and dated by the employee, evaluator, and reviewer. The employee's signature shall indicate receipt only, not concurrence.
- d. The employee shall have the right to append the evaluation within 10 working days of the conference. The appendage shall be provided to the evaluator and the reviewer and shall be attached to the Evaluation Form.
- e. Copies of the completed Evaluation Form, including the employee's attachments, if applicable, shall be provided to the employee and are to be filed in the personnel file.

## Section 7. Performance Criteria

Employees rated as Acceptable must exhibit the specific number of indicators listed for each standard of the Job Performance Competencies (Category I). Additionally, the overall Performance Related to Job Targets (Category II) must be rated as "completed" or "progress has been demonstrated." Agreed-upon Professional Growth Targets (Category III) shall be rated either "completed" or "in progress."

Employees rated as Unacceptable have not exhibited the specific number of indicators for each component of the Job Performance Competencies (Category I), and/or have not satisfactorily met the overall Job Targets with "progress has been demonstrated" shall result in a rating of Unacceptable and shall require a Professional Improvement Plan.

## **Section 8. Job Performance Competencies**

### **A. Planning (8 of 10)**

- 1.1 Anticipates possible problems and plans for their solution.
- 1.2 Develops action plans for goal achievement.
- 1.3 Identifies appropriate resources, guidance, and learning opportunities.
- 1.4 Establishes appropriate timeframes for specific tasks.
- 1.5 Devises alternative plans or courses of action; views information from different perspectives.
- 1.6 Demonstrates effective organizational skills.
- 1.7 Establishes priorities and plans for contingencies.
- 1.8 Identifies additional resources, if applicable, to accomplish tasks in the required time.
- 1.9 Assumes responsibility for decisions.
- 1.10 Comprehends critical elements of a situation.

### **B. Judgment/Decisions (8 of 10)**

- 2.1 Makes rational and realistic decisions based on logical assumptions.
- 2.2 Determines allocated time for tasks to complete job assignment.
- 2.3 Takes appropriate action in recognizing and solving potential problems.
- 2.4 Overcomes difficulties and barriers to accomplish assigned tasks.
- 2.5 Advises supervisor of changes in work priorities and time requirements promptly.
- 2.6 Selects solutions by weighing the ramifications of alternate courses of action.
- 2.7 Accepts authority and assumes responsibility for assigned tasks.
- 2.8 Understands how one's own behavior impacts the organization.
- 2.9 Demonstrates flexibility in accommodating work interruptions.
- 2.10 Shows a desire to get things done.

### **C. Interpersonal Relationships/Responsiveness (6 of 8)**

- 3.1 Develops and maintains a climate conducive to collaboration and the trying of new approaches.
- 3.2 Encourages others to describe their perceptions, thoughts, feelings, and perspectives.
- 3.3 Encourages individual expression, appreciates diversity, and avoids stereotyping.
- 3.4 Responds to suggestions for improvement made by peers/superiors in a constructive manner.
- 3.5 Offers suggestions for improvement in procedures and/or recurring tasks.
- 3.6 Demonstrates inquiry skills sufficient to understand new ideas, solve problems, and generate solutions.

- 3.7 Realizes how individual behavior impacts people/groups inside and outside one's own unit.
- 3.8 Demonstrates awareness and sensitivity to the feelings, thoughts, and expressions of others.

D. Technical Proficiency (8 of 10)

- 4.1 Understands and applies Department/Division/Office/Bureau policies and procedures.
- 4.2 Demonstrates inquiry skills sufficient to understand new ideas, solve problems, and generate solutions.
- 4.3 Develops strategies for dealing with obstacles and completing the job assignment.
- 4.4 Demonstrates sound analytical ability and professional judgment.
- 4.5 Makes rational and realistic decisions based on logical assumptions.
- 4.6 Uses factual, up-to-date information.
- 4.7 Determines an appropriate course of action based on the available data.
- 4.8 Understands and applies current principles/standards.
- 4.9 Pays attention to details.
- 4.10 Evaluates factors essential to solve a problem/situation.

E. Quality Of Written/Oral Communication (5 of 7)

- 5.1 Listens attentively and accurately describes expressed ideas and perspectives of others.
- 5.2 Reviews and understands documents.
- 5.3 Provides clear explanations.
- 5.4 Adjusts style to the audience.
- 5.5 Expresses ideas clearly and simply.
- 5.6 Communicates in an open, honest, and genuine manner.
- 5.7 Expresses ideas in writing clearly, simply, and in correct grammatical form for all audiences.

F. Professional Responsibility (6 of 8)

- 6.1 Complies with Department/Division/Office/Bureau policies and procedures.
- 6.2 Adheres to deadlines and designated timeframes.
- 6.3 Establishes checkpoints to meet deadlines.
- 6.4 Identifies who can do tasks and delegates, as appropriate.
- 6.5 Establishes work priorities.
- 6.6 Adheres to worksite directives as to punctuality and attendance.
- 6.7 Maintains appropriate files required for accountability purposes.
- 6.8 Takes responsibility for task accomplishment.

**Section 9. Performance Related To Job Targets**

Worksite target objectives.

## **Section 10. Professional Growth Targets**

A professional growth component is included in the employee's evaluation system. Professional development may include or reflect:

- A. activities that are collaboratively agreed upon by the assessor and the assessee during planning conference(s).
- B. activities the employee suggests related to professional practice; activities which reflect the duties assigned; and
- C. activities which may have a measurable impact on the employee's job performance and/or the objectives of the department.

## ARTICLE IX -- PERSONNEL FILES

### Personnel Files Maintenance

A. Pursuant to Florida Statutes, Section 231.291, Personnel Files, public school system employee personnel files shall be maintained according to the following provisions:

1. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's personal conduct, service, character, or personality shall be placed in the personnel file of such employee.

No anonymous letter or anonymous materials shall be placed in the personnel file.

2. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.

- a. No such materials may be placed in a personnel file unless they have been reduced to writing within 45 calendar days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials.

- b. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee either:

- (1) By certified mail, return receipt requested, to his/her address of record; or

- (2) By personal delivery to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt of and does not necessarily indicate agreement with its contents. If the employee does not sign, the signature of the supervisor and a witness to the refusal shall be obtained to acknowledge delivery to the employee.

- c. The employee shall have the right to answer, in writing; any such materials in a personnel file and the answer shall be attached to the file copy. The employee shall have the right to request that the Superintendent or his/her designee make an informal inquiry regarding material in his/her personnel file which the employee believes to be false.

The official making the inquiry shall append a written report of his/her findings to the material. Upon request, the employee, or any person designated in writing by the employee, shall be permitted to examine the personnel file. The employee shall be permitted conveniently to reproduce any materials in the file, at no cost or at a cost of no more than five cents per page and labor charges, if appropriate.

The custodian of the record shall maintain a record in the file of those persons reviewing the file each time it is reviewed.

3. Public school system employee personnel files are subject to the provisions of Florida Statutes, Chapter 119, and School Board Rules 6Gx13-3D-1.08 and 6Gx13-4-1.03, except as follows:
  - a. Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential until the conclusion of the preliminary investigation or until such time as the preliminary investigation ceases to be active. If the preliminary investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint, and the complaint and all such materials shall be open thereafter to inspection pursuant to Chapter 119 and School Board Rules 6Gx13-3D-1.08 and 6Gx13-4-1.03. If the preliminary investigation is concluded with the finding that there is probable cause to proceed further or with disciplinary action taken or charges filed, the complaint and all such materials shall be open thereafter to inspection pursuant to Chapter 119 and School Board Rules 6Gx13-3D-1.08 and 6Gx13-4-1.03. If the preliminary investigation ceases to be active, the complaint and all such materials shall be open thereafter to inspection pursuant to Chapter 119 and School Board Rules 6Gx13-3D-1.08 and 6Gx13-4-1.03. For the purpose of this subsection, a preliminary investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation shall be presumed to be inactive if no finding relating to probable cause is made within 60 calendar days after the complaint is made.
  - b. Employee evaluations prepared pursuant to Sections 231.17(3), 231.29, and 231.36, Florida Statutes, or rules adopted by the State Board of Education or a local School Board under the authority of said sections, shall be confidential and exempt from the provisions of Chapter 119.07(1) until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983, shall be made public pursuant to this Section.



- c. No material derogatory to the employee shall be open to inspection until 10 calendar days after the employee has been notified pursuant to paragraph (2)(c).
- d. The payroll deduction records of the employee shall be confidential and exempt from Chapter 119.07(1).
- e. Employee medical records, including psychiatric and psychological records, shall be confidential and exempt from Chapter 119.07(1); provided, however, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have access to such records.

Notwithstanding other provisions of this Section, all aspects of each employee's personnel file shall be open to inspection at all times by School Board members, the Superintendent, and the supervising administrator, or their respective designees, in the exercise of their respective duties.

Notwithstanding other provisions of this Section, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.

- B. The term "personnel file," as used in this Section, shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee, whether maintained in one or more locations.
- C. Worksite personnel files shall be established and maintained in conformity with provisions of Florida Statutes, Section 231.291 and School Board Rule 6Gx13-4-1.03.

## **ARTICLE X -- ASSIGNMENT, TRANSFER, AND APPOINTMENT**

### **Section 1. Scope and Purpose**

- A. This Section sets forth the procedures for the selection of candidates for positions in the bargaining unit through transfers, promotions, and new employment.
- B. Changes in an existing position or the establishment of a new position are subject to School Board approval.
- C. All positions shall comply with state and federal requirements.

### **Section 2. Announcements of Vacancies**

- A. Administrative heads of bureaus, regions, divisions, offices, and departments shall request that a vacancy be advertised and filled. A "Request to Advertise and Fill an Administrative Position" memorandum form and a "Non-School Site Administrative Positions Authorization to Advertise" form shall be completed in full and forwarded to the Chief Personnel Officer for Human Resources. The Superintendent of Schools must approve all requests to advertise and fill open positions.
- B. The announcement of vacancies will state job-related qualifications for the positions, including certification, education, and other experiential requirements. These announcements will specify the application procedures.
- C. These announcements will be distributed to all work locations within Miami-Dade County Public Schools and to the DCSAA office via FAX and/or E-mail. Such announcements will include instructions to "Post".
- D. Security and credential checks will be made by Human Resources on all persons scheduled to be appointed prior to the date of the School Board meeting.

### **Section 3. Formal Selection Procedures**

- A. When a position is advertised, there shall be an initial screening of applications to determine those applicants whose combination of training and experience most closely match the published qualifications for the position and who will be included in the procedures of the Interview Committee.
- B. The Interview Committee will interview eligible candidates.
- C. Human Resources will be responsible for securing the persons to serve on pre-screening and oral interview committees for each position. Persons identified will be trained in selection and interview procedures. The immediate supervisor for the open position shall serve on the Interview Committee, if available.

- D. Human Resources shall convene the Interview Committee which shall be constituted as follows:
1. three individuals from the affected bureau, office, division or department;
  2. one district or region office administrator;
  3. one school site administrator; and
  4. an Executive Director/Supervisor for Human Resources, or designee (non-voting).
- E. At the conclusion of the interviews, the Interview Committee will attempt to identify a minimum of two finalists. If a minimum of two finalists are identified, the names and records will be forwarded to a Review Committee by Human Resources. If the Interview Committee identifies only one finalist, the name and records of the single finalist candidate shall be forwarded to the Review Committee and/ or be retained for further consideration.
- F. The Review Committee consisting of the appropriate Chief Officer (or pay grade equivalent) or designee, and two ranking administrators from the affected bureau, office, division or department who did not serve on the initial Interview Committee shall examine all interview data and interview each finalist. The Review Committee may opt to consider a single successful candidate.
- G. The Review Committee may select no more than one candidate to be recommended to the Superintendent.
- H. The name and records of the recommended candidate will be returned to Human Resources to initiate, when applicable, necessary and appropriate reference and clearance checks.
- I. Upon completion of appropriate reference and clearance checks, when applicable, Human Resources will forward the name and records of the recommended candidate to the Superintendent for consideration and School Board approval.
- J. If no applicant is a successful candidate for the open position, the Superintendent, or designee, shall determine if the position is to be re-advertised.

#### **Section 4. Appointment to Fill Temporary Vacancies**

- A. When a position is open and formal selection procedures are anticipated or in the event of a sudden or unexpected vacancy, the Superintendent may make a temporary appointment to the position to assure continuity of services or while the interview and selection process are being conducted. Compensation while in the temporary appointment with a higher paygrade shall be in accordance with Article XII, Section 3(D) of this Contract.

- B. At the termination of the temporary assignment, the employee shall revert to his/her former status, unless appointed or assigned as a permanent employee in the temporary position.

## **Section 5. Filling of Vacancies**

### **A. Lateral Transfers**

Vacancies may be filled by the lateral transfer of a unit member providing that:

1. the transfer is requested by the employee or deemed by the Superintendent to be in the best interest of the school system;
2. the employee's position is of the same pay grade as the vacancy;
3. the employee meets the qualifications of the vacant position.

### **B. Career Re-Direction**

Employees who meet all qualifications for a position may apply for career re-direction to a position at a lower pay grade. If approved by the Superintendent, it will be presented to the School Board for appointment as a request for Career Re-Direction.

## **Section 6. Direct Appointments**

- A. Upon the recommendation of the Superintendent, with the approval of the School Board, a vacancy may be filled by a direct appointment of an individual who has demonstrated the specific qualifications and background applicable to the position.
- B. The authority for direct appointments shall be exercised when necessary, i.e., as a result of reorganization, in cases of leaves or emergency needs, reassignment of personnel within region or district offices, or when the Interview Committee advises that it cannot make an appropriate selection or when the Superintendent deems it in the best interest of the school system.

## **Section 7. Reassignment of Personnel**

The Superintendent may recommend to the School Board staff reassignments for the most effective deployment of personnel.

## **ARTICLE XI -- WORKING CONDITIONS**

### **Section 1. Work Schedule**

- A. The standard number of working hours during any standard work week will be 37.5 hours.
- B. The work week shall consist of five consecutive days (Friday - Thursday).

STANDARD WORK WEEK FOR PAYROLL PURPOSES: The standard work week for payroll purposes has been established by The School Board of Miami-Dade County, Florida as follows: 40 hours - commencing immediately after midnight on Thursday and running for seven consecutive days ending on midnight the following Thursday.

- C. The normal workday shall be between 6:00 a.m. and 7:00 p.m. Other employees may be required to work a different schedule based upon the operational needs of the system.
- D. All employees shall have a duty-free lunch period, exclusive of the standard workday.

### **Section 2. Standby Assignments**

Standby assignments are defined as those instances when unit members have been designated to be available to return to their work location on short notice to perform assigned duties during an off-duty period. In the event the employee is required to report to work, the employee shall be provided compensatory time pursuant to Section 5. Employees assigned to the Office of Information Technology who are required to work at home while on standby status, shall be provided compensatory time pursuant to Section 5.

### **Section 3. Flexible Work Schedules**

Employees assigned to the Office of Information Technology Services, whose duties are technically oriented, highly specialized, and do not include direct or indirect supervision of other employees, may be assigned flexible work schedules to support the 24-hour operating schedule; respond to emergency/unforeseen requirements; and to adapt to cyclic workload requirements. Regular work schedules for each employee shall be established, anticipating, to the extent possible, extra and/or other than normal schedule requirements. When a department deems it necessary to institute a second and/or third shift, the department shall initially solicit volunteers.

### **Section 4. Call-Back**

Employees called back to work shall earn a minimum of two hours at the ratio of 1:1.5 commencing at the time of arrival to the work location, provided the call-back does not immediately precede or extend the employees' regular work day.

## **Section 5. Overtime/Compensatory Time**

- A When an employee is required by the supervising administrator to work in excess of 37.5 hours during a standard work week, the employee shall receive overtime pay. This provision shall be effective the date of School Board ratification of the 2004-2005 Addendum to this contract. In lieu of overtime pay, the employee may request to receive compensatory time with the approval of the supervising administrator through an approval process to be mutually agreed to between the employer and the Union.
- B The employee must have the expressed approval of the supervising administrator to work beyond his/her regular work day. Subject to Section 5(A) above, employees shall be paid overtime or accrue compensatory time at the rate of 1:1.5 for each hour worked in excess of 37.5 hours.
- C The maximum number of working hours an employee may accrue for compensatory time is 20; however, the Bureau/Office Head or designee may authorize exceptions to the stated accrual cap.
- D All accrued compensatory time must be taken within 60 calendar days after accrual; if not taken, the employee will be paid for such time in accordance with the standard overtime payroll procedures.
- E Supervising administrators will, whenever possible, approve use of accrued compensatory time upon request in full or half-day increments.

## **Section 6. Emergencies**

The emergency closing of schools for any cause, such as inclement weather or violent or disruptive activities in which the safety of individuals might be endangered, shall be at the discretion of the Superintendent of Schools, pursuant to School Board Rule 6Gx13- 6A-1.05. When an emergency is declared by the Superintendent, employees are generally excused from work because of the emergency. Those employees required to work during the emergency will receive two times their regular rate of pay for such work. Final approval for payment must be reviewed and approved by the Superintendent or the appropriate member of the Superintendent's Executive Staff.

## **Section 7. Job Requirements**

Subsequent to initial appointment, the employer has the right to place additional employment requirements on any job classification. For those permanent employees already on the job, the costs of such additional requirements shall be borne by the employer. New employees shall assume costs of all eligibility requirements.

## **Section 8. Probationary Period**

The first 90 days of an initial contract for a newly hired employee for a position within the DCSAA bargaining unit is a probationary period. During the probationary period,

the employee may be dismissed without recourse or may resign from the contractual position without breach of contract. A dismissal during the probationary period shall be final and not subject to a hearing in accordance with provisions of the collective bargaining agreement, law or School Board Rule. During the probationary period, the employee is not eligible to apply for transfer or promotion.

An employee who is promoted shall serve a three-month probationary period. An employee who fails to achieve or maintain a satisfactory level of performance during the probationary period shall return to the position occupied prior to the promotion or a similar position.

## **Section 9. Non-M-DCPS Compensation**

No M-DCPS employee may use his/her regular work hours to earn compensation from sources other than the School Board, except for services construed to be desirable public service approved by the appropriate Chief Officer.

## **Section 10. Alternate Work Environment**

Telecommute Assignments -- Nothing herein shall preclude a supervising administrator, with agreement from the impacted employee, from providing an opportunity for employees to perform assignments by Telecommute.

## **Section 11. Project Employees**

Procedures for employing Project employees shall be developed mutually by M-DCPS and DCSAA which shall include but not be limited to the terms of the individual contract for these employees.

When the School Board hires project employees, the School Board will advise the employee and the Union at the time of employment, specifically which projects the employee will be assigned and the duration of the employee's assignment. When the employee has completed the assigned projects, the employee's employment status with the School Board shall be terminated. Nothing, however, prevents the School Board from assigning additional projects to the employee as long as the employee is terminated at the conclusion of the projected date of completion of the original project(s). When a project(s) continues into the next fiscal year, the continued employment of the project employee is subject to the management decision to reappoint such employee. Continued employment from one fiscal year to the next is not automatic.

A management decision not to reappoint shall not be grievable or arbitrable. These employees will be entitled to all rights and benefits provided for full-time probationary/permanent employees in this Agreement, except:

1. that the termination due to expiration of the employment project shall not be subject to appeal;

2. entry compensation shall be set no higher than 12% of the minimum salary;
3. the maximum number of years a project employee can be continued in this employment status shall be three years. Employment beyond three consecutive years shall be considered permanent, pending School Board action. Employees who are employed following a Project shall be considered a new employee and retain no previous seniority rights;
4. in the event of any bargaining unit layoff involving job classifications which may include Project employees, Project employees shall be terminated before any permanent unit employees are laid off;
5. personnel terminated due to project expiration will not retain any rights of rehire and may be rehired as permanent employees, without regard to length of employment or order of termination; and
6. the total number of Project employees, at any given time, shall not exceed a maximum of 30.



## **ARTICLE XII -- COMPENSATION PLAN**

### **Section 1. Statement of Policy**

- A. All employees shall be compensated in accordance with the provisions stipulated herein, School Board Rules and State laws.
- B. The compensation system consists of rules and regulations governing the administration of the compensation system.
- C. The salary schedule shall consist of all pay grades and their specified salary ranges comprised of minimum and maximum annual salaries.
- D. The salary structure contains 18 pay grades with a five percent differential between grades, a minimum and maximum salary, and a 61 percent differential between the minimum and maximum.

### **Section 2. Initial Appointment Compensation**

The rate of compensation upon initial employment shall be the minimum of the salary range for the job classification, unless the applicant is deemed to be exceptionally qualified for the position and/or recruiting efforts have failed to fill a position at the entry level; in this case, the Superintendent may authorize the initial compensation at a rate higher than the minimum of grade, but not to exceed the first quartile.

When a job vacancy is in a high demand occupational area and M-DCPS has experienced difficulty in recruiting, the parties agree to waive the existing first quartile limitation on initial compensation to create a more competitive starting salary.

A waiver requires that the following conditions be met:

- A. Existing single incumbent positions at a pay grade 45 or higher.
- B. The proposed initial compensation does not exceed the midpoint of the currently assigned pay grade.
- C. The vacancy has been advertised/posted once.
- D. DCSAA shall acknowledge in writing that the criteria above was met before implementation.

### **Section 3. Compensation Increases**

An employee shall be eligible to receive a salary increase only when one of the following conditions exists:

- A. Negotiated salary increases which are provided for as stipulated in any economic settlement between M-DCPS and DCSAA, provided that employment commences on or before March 31 of the fiscal year.
- B. School Board approved reclassification of a position where the reclassification results in the position being assigned to a pay grade having a higher minimum and maximum salary.
- C. School Board approval of the promotion of an employee to a bargaining unit position which is assigned to a pay grade whose minimum and maximum annual salary exceeds their current salary range.
- D. An employee who is promoted to a position assigned to a higher pay grade shall receive a nine percent (9%) salary increase provided the new annual salary is not less than the minimum and does not exceed the maximum of grade.
- E. Employees assigned to rotating shifts will receive salary supplements while working on the shift. The amount of the supplement shall be equivalent to an amount equal to four percent of base salary for second shift or eight percent of base salary for third shift.

#### **Section 4. Other Compensation Changes**

##### **A. Demotion**

If demoted for unsatisfactory performance, an employee's salary shall be reduced to the same pay rate in the lower pay grade. If a bargaining unit employee who has been demoted accepts a position certified for inclusion in another bargaining unit, the employee's new salary shall be the published rate for the new assignment which is the closest to but less than the current salary. If the current rate is less than the new minimum salary, the employee's rate shall be frozen for the current fiscal year, however in no case shall the employee's salary exceed the maximum of the new assignment.

##### **B. Reclassification**

When the School Board approves the reclassification of a position and that position is assigned to a higher pay grade, the incumbent shall receive a salary increase of five percent (5%) or he/she is placed at the minimum of the new pay grade whichever is greater.

When a position is reclassified and assigned to a lower pay grade or when the minimum or maximum salary for a pay grade is decreased, the pay of an incumbent employee's salary may remain unchanged unless the annual salary is less than the minimum of the new pay grade. If the employee's salary exceeds the maximum of the new pay grade, the employee's salary shall not be adjusted for the remainder of the fiscal year of the effective change.

### C. Career Redirection

Career redirection is the result of a decision made by an employee to pursue a different career path, e.g., move from a non-school site administrative position to a school site administrative position. Such a decision may be lateral in nature or may be a request for assignment to a lower pay grade. Such a request may result from a career development conference between an employee and supervising administrator, or may be initiated by the employee upon careful consideration of career opportunities. A request for career redirection, whether resulting in a lateral move or a downward adjustment in pay grade, shall be made by the affected employee in writing to the employee's supervisor for consideration and forwarded to the appropriate office. Final disposition of the request shall rest with the Chief Personnel Officer for Human Resources, who shall forward a recommendation for the Superintendent's consideration.

### D. Reassignment

When a reassignment to a lower pay grade is at the request of the employee, the pay shall remain unchanged for the balance of the fiscal year, provided that the resultant rate of compensation does not exceed the maximum of the lower pay grade. If the employee's salary is above the maximum, it shall be reduced to the maximum of the lower pay grade. If the employee's salary is below the maximum for the lower pay grade, the employee will maintain their current rate of pay. The salary will be increased by the annual increment of the lower pay grade until the employee reaches the maximum.

When an employee is involuntarily reassigned to a position at a lower pay grade, the employee will be placed on the salary schedule of the lower pay grade at their current salary. If the employee's current salary is above the maximum of the new pay grade, he/she shall be frozen at his/her salary level for the balance of the fiscal year. Effective July 1 of the new fiscal year, the employee's salary shall be adjusted to the maximum salary of the previous fiscal year at the lower pay grade. Employees adjudicated pursuant to this procedure shall be eligible for subsequent salary enhancements.

## **Section 5. Compensation Upon Transfer or Lateral Reassignment**

An employee who is transferred or reassigned to a position at the same pay grade shall not be granted a compensation increase as a result of being transferred.

## **Section 6. Compensation for Part-Time/Hourly Employment**

Employees filling a position on a part-time basis shall be compensated at the minimum hourly pay rate of the grade, unless otherwise approved by the Chief Personnel Officer for Human Resources.

## **ARTICLE XIII -- CLASSIFICATION PLAN AND POLICIES**

### **Section 1. Statement of Policy**

Human Resources shall maintain a uniform Classification Plan. The Plan shall consist of all School Board-approved job classifications, assigned pay grades, and listings of position titles and job codes organized by functional category or occupational groups.

- A. A pay grade will be assigned to each approved job classification.
- B. Each pay grade will be assigned to a specified salary range, which shall consist of a minimum and maximum annual salary.
- C. No recruitment or selection activity may occur until such time as the School Board acts on the recommendations of the Chief Personnel Officer for Human Resources, for establishing and classifying a new job.
- D. Positions are reclassified pursuant to action of the School Board based on the recommendations of the Superintendent.
- E. School Board-approved job classifications and assigned pay grades will be published annually as part of the budget documents which are submitted to the Florida Department of Education.

### **Section 2. Administration of the Plan**

- A. Human Resources shall be responsible for the overall coordination, review, control, and administration of the Classification Plan.
- B. Human Resources shall be responsible for conducting periodic classification surveys to insure that the Classification Plan is current and uniform.
- C. The Chief Personnel Officer for Human Resources may delete a job classification from the plan subject to the approval of the Superintendent and the School Board.

### **Section 3. Job Description**

- A. Job descriptions shall provide a description of the kind of work, the qualification, and the level of responsibility for each position. While the exact duties and responsibilities of the various positions may differ, all positions allocated to a given classification shall be sufficiently similar in nature (e.g., tasks to be performed, level of complexity, extent of job responsibilities, and minimum qualification requirements) to warrant similar treatment for personnel purposes.
- B. Each job description shall be composed of five parts:
  - 1. **Position Title** - The official title given to the classification.

2. **Job Code** - The official number used to identify the classification.
3. **Occupational Summary** - Statement of typical tasks and responsibilities which may be required of the position, but are not restrictive as to duties which may be required of a specific position.
4. **Example of Duties** - Statements as to the principal elements of the classification in terms of the complexity of work responsibilities, supervision received and exercised, and other basic factors which serve to establish the general nature and level of the classification.
5. **Minimum Qualifications**
  - a. Statements of the type and extent of training and/or experience normally required of applicants for the classification, including academic degree level.
  - b. Certification statements which specify the type and level of educational or professional certification which is required at the time of employment in the position.
  - c. Valid state certification is required for all Professional/Technical personnel assigned to positions which, under Florida Statutes, are required to be filled only with holders of a professional certificate or license issued by the appropriate state department or licensing agency.
  - d. Except as otherwise required by Florida Statutes or State Regulations, the Superintendent may waive for cause any or all of the minimum qualifications in the classification specifications upon approval of the School Board. Job descriptions shall be maintained on a current basis in Compensation Administration, Human Resources.

#### **Section 4. Creation of New Positions**

DCSAA recognizes the authority of the School Board and/or the Superintendent to create, and where appropriate, designate new positions as managerial or confidential. If such a designation is made, the position shall be excluded from the DCSAA unit until such time as the designation of the School Board or the Superintendent is reversed by PERC. DCSAA further recognizes the authority of the School Board and/or Superintendent to designate persons in an acting capacity for a maximum of one year to fill managerial or confidential positions.

#### **Section 5. Classification of New Positions**

Prior to the proposed establishment of any new position, appropriate documentation shall be submitted to Compensation Administration through the following procedures:

- A. The Bureau/Office head submits to the Chief Personnel Officer for Human Resources, a request for classification, setting forth the justification for the new position. Attached to the request shall be a completed job questionnaire, proposed job description, organizational chart showing the proposed placement of the position, and significant related information recorded on the Classification Review Form.
- B. Compensation Administration shall review each request to assure completeness and accuracy.
- C. A recommendation regarding the appropriate classification and pay grade will be forwarded to the Chief Personnel Officer for Human Resources, for review and approval. A copy of the job description for new positions proposed for inclusion in the bargaining unit will be forwarded to the Union for its review.
- D. Human Resources will forward the recommendation to the Superintendent for action and approval by the School Board.

## **Section 6.    Reclassification of Positions**

- A. Compensation Administration, Human Resources, is responsible for reviewing requests for reclassification and submitting the findings with advisory recommendations to the Chief Personnel Officer for Human Resources.
- B. An established position, upon the recommendation of the Superintendent and approval by the School Board, may be reclassified and assigned to another pay grade as a result of a significant increase in the duties and responsibilities of that position since the previous classification review.
- C. Reclassification may result from a reorganization and/or redistribution of work assignment which significantly alters the duties and responsibilities of a position.
- D. Request for review of a position classification may be made by any employee or his/her supervisor through the procedures stated below:
  - 1. The employee (or supervisor, where there is no incumbent) completes a job classification questionnaire, a Classification Review Form, a revised job description with addition underlined and deletion struck through, and submits these to his/her immediate supervising administrator.
  - 2. Within 10 work days of receipt, the employee's immediate supervising administrator signs the job classification questionnaire and indicates on the Classification Review Form his/her opinion regarding the merits of the request.
  - 3. The division/office Senior Administrator reviews the material and records his/her opinion regarding the merit of the request. He/she then submits the documents to the appropriate Member of the Executive Staff, or in the case

of the Superintendent's Staff, to the Superintendent, for sign-off, which serves as an indication that there is agreement that documentation shows review, is warranted. The Executive Staff member or the Superintendent will forward all material for positions recommended for review to the Chief Personnel Officer for the Office of Human Resources (at any time during the fiscal year, but no later than March 1 of the current fiscal year), with a copy to the employee; or the division/office Senior Administrator or supervising administrator shall advise the applicant that review is not warranted. Thereafter, no position may be reclassified within 12 months after the classification level has been initially classified, reviewed, and approved, or more than once during a 12 month period.

The Office of Human Resources will forward notices to employees within 10 working days of receipt of completed reclassification requests.

4. The Chief Personnel Officer shall forward all positions recommended by the above parties to Compensation Administration to review each request to ensure completeness and accuracy. Compensation Administration will ensure completion of the required forms, conduct an on-site job audit, if required, and submit its findings and recommendations to the Chief Personnel Officer for the Office of Human Resources.

Compensation Administration will consider all changes to the position since the job was last reclassified and incorporate that information in the job analysis process.

5. The Chief Personnel Officer will prepare a recommendation for consideration by the Superintendent.
6. Following the Superintendent's review, the Office of Human Resources will forward all recommendations for job reclassification to the School Board for final action.

The Office of Human Resources will provide notification to each affected employee no later than 10 working days after School Board action.

## **Section 7. Technical Career Path Opportunities**

In the information systems and auditing fields, technical personnel are usually assigned duties commensurate with their technical skills. Technical career path opportunities are therefore designed to allow an individual to achieve full potential as a technical professional. In order to provide for professional development within specific jobs, technical career path opportunities and reclassification guidelines are established as follows:

<u>PROGRAMMER</u>	<u>PAY GRADE</u>	<u>JOB CODE</u>
Junior Programmer	32	0923
Programmer I	33	0051
Programmer Analyst I	34	0924
Programmer Analyst II	35	0925
Senior Programmer Analyst I	37	0050
Senior Programmer Analyst II	38	0926
Systems Analyst I	39	0047
Systems Programmer I	39	0927
Data Base Analyst I	39	0928
Project Leader I	39	0937
 <u>AUDITOR</u>		
Staff Auditor II	39	553
Senior Auditor	40	552
Audit Coordinator II	41	541, 545
Audit Coordinator III	42	548

A current employee with at least five years of experience within the appropriate work location, who meets all the qualifications for a higher position in an identified technical career path, and whose past performance meets "acceptable" standards for the previous three years may be considered for reclassification to a higher position, provided that budget requirements are met.

Such consideration shall include, but not be limited to, a review of job qualifications, assignment to and completion of special projects, a review of experience on the job, and an interview by a panel of technical professionals. The opportunity to interview will be made available to qualified candidates annually. Should the employee be deemed qualified and recommended by the panel, the appropriate Superintendent's direct report is then authorized to make a recommendation to the Superintendent through the Chief Personnel Officer for Human Resources for approval. Once approved by the School Board, the employee's position shall be adjudicated as a reclassification. Once the employee's position is vacated, it will revert back to the original job code.

## **Section 8. Promotion Guidelines**

A current employee, within the appropriate work location, who meets all the qualifications for a higher position in an identified technical job family, as specified in Section 6, and whose past performance meets "acceptable" standards shall be given first consideration for that position, should a vacancy occur. In the event the appropriate Superintendent's direct report determines that a vacancy can be filled by a qualified and eligible current employee at the work location, that the supervising administrator is authorized to submit the employee's name to the Superintendent for submission to the School Board as a recommended appointment to the vacancy, waiving the requirement for advertising the position.



## **Section 9. Use of Position Title**

Official position titles and job codes shall be used on all personnel and payroll records and in the preparation of the budget.

## **Section 10. Position of Authorization Control**

Compensation Administration, in conjunction with Financial Affairs, shall maintain a position control number system that identifies each bargaining unit position.

## **Section 11. Filling of Paygrade 30 - 47 Non-instructional Positions With No Incumbent at Time of Representation Petition.**

DCSAA recognizes the authority of the School Board and/or the Superintendent to fill positions, and, where appropriate, designate non-incumbent positions as managerial or confidential. If such a designation is made, the position shall be excluded from the DCSAA unit until such time as the designation of the School Board or the Superintendent is reversed by PERC. DCSAA further recognizes the authority of the School Board and/or Superintendent to designate persons in an acting capacity for a maximum of one year to fill managerial or confidential positions.

Prior to the filling of any non-incumbent position which existed at the time the representation petition was filed, and is proposed for inclusion in the bargaining unit, a copy of the job description will be forwarded to the Union.

## **ARTICLE XIV -- SALARY**

- E. All positions authorized for inclusion in the DCSAA Bargaining Unit are compensated at pay rates specified on Salary Schedules X8 (refer to Appendix B).
- B. Employees in active pay status on the date of School Board ratification and who are eligible as defined in Article XII, Section 3(A), shall receive a 3% salary increase effective December 31, 2004.

## **ARTICLE XV -- COMPENSATORY BENEFITS**

### **Section 1. Insurance and Other Benefits**

#### **Health Insurance and Flexible Benefits Coverage**

Health Insurance benefits will be provided to all eligible full-time employees. The School Board will negotiate annually with DCSAA to determine plan design and employer contribution levels.

The plan design for the 2005 calendar year will provide for two plan options, a Point of Service (POS) and an HMO. Additionally, the School Board will provide during calendar year 2005 an opt-out provision for those benefit-eligible employees who can attest that they have health coverage elsewhere.

The specific terms of the 2005 health insurance plan are outlined in the Memorandum of Understanding (MOU) executed by the parties and made a part of this collective bargaining agreement and is subject to the grievance/arbitration procedures as defined in Article XVIII of this collective bargaining agreement. The 2005 health insurance plan is subject to change in future calendar years, after the parties engage in negotiations pursuant to Chapter 447, Florida Statutes and Article XXI(D)(4) of this collective bargaining agreement.

The School Board will make available on a voluntary basis a selection of flexible benefits for the 2005 calendar year.

### **Section 2. Life Insurance**

- A. Eligible full-time employees will receive term life insurance equal to two time(s) the employee's annual base salary effective January 1 each year, for the term of this Contract. Such coverage is paid by the School Board.
- B. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five times annual base salary. Proof of insurability to the satisfaction of the insurance company may be required for the optional coverage,
- C. Dependent term life coverage is also made available through payroll deduction, pursuant to terms agreed to by the School Board and the contracted company.

### **Section 3. Retirement Incentive Program**

- A. For employees retiring from full-time service and who are retiring and terminating within the fiscal year (defined to allow completion of the current school year) in which they first become eligible for normal retirement as defined in 1, 2, and 3, the School Board will establish a temporary retirement incentive program, which will provide partial or full reimbursement of the retiree's personal health insurance or health maintenance organization premiums until such time as the retiree becomes eligible for Medicare Parts A and B, at which time said reimbursement shall no longer be made.

- B. The date when an employee first becomes eligible for benefits under this Section will include the earliest of the following:
1. An employee's eligibility for normal retirement under the Florida Retirement System; or
  2. An employee's eligibility for normal retirement under the Teachers' Retirement System; or
  3. An employee's eligibility for normal retirement under the State and County Officers and Employees Retirement System.

In addition, employees who retire under Miami-Dade County Public Schools' Early Retirement Plan shall be eligible.

The reimbursement will be paid once, annually, during the month of October, upon presentation of a paid premium invoice and a copy of a canceled check or money order. All substantiation must be submitted to the Office of Risk and Benefits Management by August 31 of the respective year on designated forms.

The amount of reimbursement will be prorated by the complete calendar months of coverage, but limited to no more than \$1,200 annually.

#### **Section 4. Terminal Pay**

To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the School Board will provide terminal pay at resignation, normal retirement, or to their beneficiaries if services are terminated by death. For employees hired in any full time position before July 1, 1995, whose employment has been continuous, terminal pay shall not exceed an amount determined as follows:

- A. During the first three 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 three 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 three years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave;
- D. During the next three years 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 and until when first eligible for normal retirement, the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave. Thereafter, the daily rate will remain frozen at the rate when first eligible for normal retirement. In no case, however, shall an employee whose daily rate has been frozen, pursuant to this provision, receive less than the amount determined in D above.

For employees initially hired, or rehired after a break in service, on or after July 1, 1995, terminal pay shall not exceed the daily rate of pay multiplied by 25 percent times the number of days of accumulated sick leave, up to a maximum payment of 60 days (requiring an accrued balance of at least 240 days). Any sick leave accumulated during a prior period of employment, before July 1, 1995, will be paid in accordance with A through E above.

Provisions for terminal pay at resignation apply only to those sick leave days accrued after July 1, 1982.

Payment for the resignation and retirement benefit will be made on or before September 1 of the following fiscal year.

Resignation or retirement as referred to herein shall mean termination of employment by action of the employee. Such termination excludes resignation or retirement after a recommendation for dismissal, or resignation or retirement after participation in a work stoppage, job action, or strike, in the absence of specific approval by the School Board.

## **Section 5. Travel Reimbursement**

### **A. In Miami-Dade County for Eligible Employees:**

Eligible employees shall obtain reimbursement for travel within Miami-Dade County. Employees whose duties for the school system require them to travel within the county from their official headquarters to other locations shall be reimbursed for travel in a privately-owned vehicle on the basis of the maximum mileage allowance under Florida law. Mileage allowance shall be computed at the maximum allowable rate per mile for distance actually traveled on official business, as established in School Board Rule 4C-1.07 and the Travel Procedures Manual.

### **B. Outside Miami-Dade County for Eligible Employees**

Employees of the school system who are authorized to travel outside of Miami-Dade County shall be approved for travel expenses to be paid in whole or in part from School Board funds in accordance with maximum rates authorized by State Statutes, School Board Rule, Travel Procedures Manual, and when paid from internal funds subject to all provisions set forth in the Manual of Internal Accounting if: (a) the employee is assigned to perform official duties elsewhere; or (b) the employee is authorized to attend conferences of official educational agencies and of professional organizations.

## **Section 6. Legal Services**

### **A. When any parent or other person not subject to the discipline of the School Board assaults any employee of the school system, and in the opinion of the Superintendent the assault is school-connected, said employee may request of the Superintendent the right of consultation with the School Board Attorney. Upon recommendation of the Superintendent or his/her designee, the employee may consult with the School Board Attorney for the purpose of determining his/her rights and to receive assistance in the prosecution of the violation of the law perpetrated upon him/her.**

- B. Under the provision of Florida Statutes, Sections 231.06, and 231.07, certain persons who upbraid, abuse, insult, or assault personnel of the School Board shall be guilty of a crime, and, in appropriate instances, the Superintendent or his/her designee, at the discretion of the School Board, may initiate the prosecution of violators of the aforementioned statutes.
- C. Subject to the availability of liability policies to the School Board, all administrators are covered by professional liability insurance, and the carrier undertakes the defense of the employee sued as a result of acts occurring in the scope of his/her employment or function unless such employee acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property, according to the terms of the policy.

## **ARTICLE XVI -- HOLIDAYS AND LEAVES**

### **Section 1. Holidays**

#### **A. Legal Holidays**

1. The following shall be observed as legal holidays:

- Independence Day - - July 4
- \* Labor Day - - First Monday in September
- \* Veterans' Day
- \* Thanksgiving Day - - Fourth Thursday in November
- Christmas Day - - December 25
- New Year's Day - - January 1
- \* Martin L. King's Birthday - - Third Monday in January
- \* All Presidents' Day
- \* Memorial Day - - Last Monday in May

2. Holidays listed above with an asterisk shall be paid legal holidays.

#### **B. School Board Approved Holidays**

In addition to legal holidays, the following days have been approved as School Board holidays for 12-month employees:

1. Friday following the fourth Thursday in November (Thanksgiving).
2. Two days in addition to December 25. In the event December 25 falls on a Sunday or Monday, School Board approved holidays shall be observed on Monday, December 26, Tuesday, December 27 and Wednesday, December 28.

#### **C. Succession of Holidays**

When one or more holidays in a succession of holidays falls on Saturday or Sunday, the holiday occurring on Saturday shall be observed on a preceding working day; a holiday occurring on a Sunday shall be observed on a working day following the respective Sunday.

#### **D. Eligible for Pay**

An employee who is not returning after a holiday is to be terminated on his/her last working day prior to the holiday and is not eligible for holiday pay.

## **Section 2. Annual Leave (Vacation Leave) - - Twelve-Month Employees**

### **A. Accrual -- DCSAA Unit Employees**

Employees represented by DCSAA for the purposes of collective bargaining shall accrue annual leave on the following basis:

Rates:

1. First three years of employment -- 15 days per fiscal year (one and one-fourth days per month);
2. Fourth year of employment and thereafter -- 1.846 days per month (24 days a year).

### **B. Accrual Provisions**

1. A year of employment is defined as a year of service with M-DCPS which is creditable for a contract year, which is more than one-half the contractual period.
2. A month for annual leave purpose is defined as each two consecutive pay periods, commencing with the first pay period of each fiscal year, as outlined in the annual payroll processing schedule.
3. A month for inclusion of credit towards accrual is defined as eligible for pay for 11 days or more during any month (as defined in 2 above).
4. The effective date of accrual rate changes shall be determined, as of July 1, following the fiscal year during which the employee completes three years of creditable service.
5. During leaves of absence with pay, a bargaining unit member shall continue to earn annual leave days except in the case of annual leave granted in conjunction with resignation or termination of employment. In such cases, terminal vacation leave for which an employee is paid upon termination shall not be used for accrual of additional leave days.

### **C. Regulations for Use of Annual Leave**

1. Unit employees hired in any full time position (excluding part time and substitutes) before July 1, 1995, whose employment has been continuous, shall be permitted to accumulate annual leave up to a maximum of 62.5 days. Upon termination, death or retirement, payment in excess of 62.5 days is not permitted.
2. Pursuant to Florida Statutes, unit employees initially hired, or rehired after a break in service, on or after July 1, 1995, shall be permitted to accumulate annual leave up to a maximum of 60 days. Upon termination, death or retirement, pay in excess of 60 days is not permitted.



3. Use of annual leave shall not be authorized prior to the time it is earned and shall be used only with the approval of the supervising administrator.
4. Annual leave shall be scheduled so that there will be a minimum of disruption of the operation of the school system.

### **Section 3. Sick Leave with Pay**

Each full-time employee represented by DCSAA is entitled to one day of sick leave per month of employment. Sick leave shall be approved for the following categories:

A. Illness of Self or Illness and/or Death of:

Mother	Husband	Foster Children
Father	Wife	Step-parents
Sister	Child	Step-children
Brother	Foster Parents	Grandchild
Mother-in-law	Son-in-law	Uncle
Father-in-law	Daughter-in-law	Aunt
Brother-in-law	Grandmother	Niece
Sister-in-law	Grandfather	Nephew

B. Medical and Dental Leave

Sick leave is used for the purpose of medical and/or dental care. Such leave shall be deducted from accrued sick leave in half or full day units provided, however, no employee shall be compelled to utilize more sick leave than is required by the employee. Supervising administrators may release unit employees for up to two hours without sick leave being charged against the employee for the purpose of medical and/or dental examination and, if deemed necessary, require verification upon return.

### **Section 4. Sick Leave Accrual**

Each full-time unit employee is entitled to accumulate one day of sick leave per month of employment. Such sick leave is to be accrued in the following manner:

- A. Each full-time unit employee shall be credited with four days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one day of sick leave for each month of employment, which shall be credited at the end of the month and which shall not be used prior to the time it is earned and credited. However, each unit employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his/her employment and has not accrued the four sick days available to him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned.
- B. Sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue.

## **Section 5. Short Term Disability Benefit**

Effective January 1, 2003, M-DCPS will replace the current hardship leave benefit with a Board-paid CORE Short Term Disability Benefit. This benefit will cover all full-time unit members.

Employees whose medical confinement period begins prior to January 1, 2003 shall be eligible to apply for benefits through the current Hardship Leave Program, provided such application is submitted no later than March 31, 2003. Once eligible, said benefits shall continue for the approved period of time.

Employees whose disability occurs on or after January 1, 2003 will only be eligible to apply for the CORE Short Term Disability Benefit. Employees may use accrued sick days during the period of such disability. The Disability Benefits shall not be decreased to coordinate with the use of sick days.

## **Section 6. Injury-In-Line-Of-Duty Leave**

- A. Whenever a unit employee is absent from his/her duties as a result of injury caused by an accident or an assault occurring in the course of his/her employment for Miami-Dade County Public Schools, upon verification of injury by a School Board-approved licensed physician, and at the discretion of the School Board, payment for sick leave granted for injury-in-line-of-duty leave School Board benefits shall be combined with the employee's workers' compensation temporary total disability (TTD) benefits to keep injured employee in a pre-injury, full salary status, while eligible for temporary total disability benefits, pursuant to Florida Statutes, Chapter 440, for a term not to exceed 13 weeks following the day of injury. If an injured employee continues to be eligible for TTD benefits, pursuant to Florida Statutes, Chapter 440, beyond 13 weeks, TTD benefits will be paid and the employee may use his/her accrued sick time, if any, to supplement TTD benefits, not to exceed pre-injury earnings. If the employee does not have any accrued sick time, he/she will be eligible to be paid for leave-without-pay to supplement TTD benefits, not to exceed pre-injury earnings. Any accrued sick days used to supplement TTD benefits, or leave-without-pay benefits, will be eligible for reimbursement or payment up to six months from the date of injury, pursuant to approval by the Superintendent.
- B. To comply with Florida Statutes, Chapter 440, the School Board's Workers' Education and Rehabilitation Compensation (WERC) Plan will be utilized to support the placement of those eligible employees into retraining classes or reassignment to other duties commensurate with the compensation doctor's diagnosis.

## **Section 7. Illness-in-Line-Of-Duty Leave**

- A. A unit employee shall be entitled to illness-in-line-of-duty leave when absent from their duties because of illness from any contagious or infectious disease contracted in the course of their employment.
- B. Contagious or infectious disease as heretofore described shall include children diseases (measles, chicken pox, diphtheria, rubella), typhoid, meningitis, tuberculosis,

hepatitis, mononucleosis, ringworm, head lice, when substantial proof is provided that such illness resulted from contact with students or other employees.

- C. The School Board shall not require any unit personnel to work directly with students who have special contagious or infectious diseases. However, in the event an employee volunteers to work with these students, the Superintendent is authorized to enter into a supplemental agreement with that employee providing for, but not limited to, the following:
1. The period of time for which the employee may be paid, pursuant to this Section, shall be four years.
  2. The School Board will provide medical examinations.
  3. In the event the employee contracts a special contagious or infectious disease in the line-of-duty, the School Board will pay for all reasonable and customary medical and related costs resulting from the illness, except for those costs paid for by the employee's insurance or workers' compensation.
  4. The employee's identity shall remain confidential, except as required by law.
  5. The Superintendent or designee may, when deemed in the best interest of the school system, involuntarily transfer employees with contagious or infectious diseases. Before an employee is involuntarily transferred, a conference shall be held with the departmental supervisor or his/her designee or appropriate bureau/office head, except where such transfers are a result of a legal order.

#### **Section 8. Personal Leave With Pay**

Each full-time unit employee who is eligible to accrue sick leave may use up to a maximum of six personal days with pay per year provided that such days shall be charged against his/her currently accrued sick leave. This leave is non-cumulative.

#### **Section 9. Temporary Duty**

When a unit employee is assigned to service away from his/her regular place of employment, he/she must complete a leave request for approval by department head, or division head, as appropriate. The unit employee will receive regular pay and may be allowed expenses, as provided by law. Temporary duty may be granted to an employee with approval of the Chief Officer in accordance with job related responsibilities.

#### **Section 10. Jury Duty and Subpoena As A Witness**

- A. In case of jury summons, a unit employee must report to the Court on the appointed day as there is no statutory exemption from jury service.

Any full-time unit employee who is summoned as a member of a jury panel shall be granted temporary duty, and any jury fees shall be retained by the employee.

An employee subpoenaed as a witness or defendant, except personal litigation, shall be given temporary duty, and any witness fees shall be retained by the employee.

In no case shall temporary duty be granted for court attendance when the employee is engaged in personal litigation; however, an employee who has accrued vacation or personal leave may be granted such leave for this purpose upon request.

- B. Any employee of the school system may be placed on temporary duty when he/she has been subpoenaed by a court as a result of incidents occurring which are related to his/her employment with the School Board.

Any employee who has in his/her custody official records of the school system and is subpoenaed by a court to produce such records may be granted temporary duty.

### **Section 11. Temporary Military Leave**

Temporary leave for military service is granted with full pay (not to exceed 17 days compensation per calendar year), provided evidence is submitted from responsible military authority that such required training cannot be conducted at any other time.

### **Section 12. Leave Limitations**

The following overall limitations shall apply to any combination of leaves, regardless of category:

- A. The number of calendar years granted for any single period of continuous leave of absence without pay, with the exception of extended military leave, shall not exceed the number of creditable years earned with M-DCPS immediately preceding the leave request, up to a maximum of four years.
- B. Exceptions to the above provision will be made only for extenuating circumstances, as determined by the Chief Personnel Officer for Human Resources.

### **Section 13. Personal Leave Without Pay**

- A. Full-time employees, upon request, shall be granted personal leave without pay for a period of up to one year.
- B. In the absence of notice, an employee who fails to return at the expiration of such leave shall be considered to have terminated employment with the M-DCPS.
- C. Such leave may be granted for one of the following reasons:
  - 1. to serve in the Peace Corps;
  - 2. to accept a Fulbright Scholarship;
  - 3. to extend no more than one parental leave;

4. settlement of family estates;
  5. severe family hardships; and
  6. illness of self or relative.
- D. Personal leave for reasons other than those listed above may be approved by the School Board, upon recommendation of the Superintendent.
- E. School Board-paid fringe benefits will be authorized for a maximum of one year for each personal leave without pay granted.
- F. Full-time employees are not eligible to request personal leave without pay until after completion of three continuous years of full-time employment with M-DCPS.

#### **Section 14. Professional Leave Without Pay**

Professional Leave for employees may be approved to pursue professional growth activities that will be beneficial to the Miami-Dade County Public Schools. Such leave shall be provided one time only for full-time bargaining unit personnel who are in an active pay status (not on leave) with an acceptable performance evaluation for the preceding school year and a minimum of seven years of full-time M-DCPS experience including three years of experience in a professional or technical position.

Professional Leave recipients shall continue to receive School Board-paid insurance benefits for one year.

Employees returning from Professional Leave will be assigned to a position as determined by the Superintendent.

#### **Section 15. Additional/Extended Sick Leave**

A unit employee who has exhausted all of his/her sick leave or extra sick leave to which he/she is entitled shall be considered automatically on leave without pay (not to exceed 30 consecutive days) until such employee returns to work. Leave without pay for illness is considered only a protection of one's employment rights.

- A. Where such leave is in excess of 10 days, an employee is eligible for vacation or holiday pay (while absent) only for the number of days he/she has accrued.
- B. The preceding paragraph shall not apply to a unit employee receiving compensation for illness or injury-in-line-of-duty.
- C. Unit employees whose own or family member's illness requires an absence of over 30 days without pay must file an application for extended sick leave indicating the anticipated length of such absence and supported by a statement from competent medical authority. Such leave may not extend beyond three consecutive years, approved one year at a time.

## **Section 16. Extended Military Leave**

A full-time unit employee may be granted an extended military leave of absence provided that:

- A. He/she is inducted into the Armed Services.
- B. He/she enlists in the Armed Services during the period our forces are engaged in combat.
- C. He/she is recalled to active service from a reserve status.

Unit employees who are members of the active or retired reserves of the United States Armed Force (but not enlistees) who are involuntarily called to active duty, shall have their health, life and flexible benefits coverage continued by the School Board for the period of their approved leave.

## **Section 17. Parental/Maternity Leave**

A unit employee shall be granted a parental leave of absence without pay for up to one year for the purpose of childbearing and/or parenting as follows:

- A. A unit employee who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her.
  - 1. The employee shall notify her immediate supervisor, in writing, of her desire to take such leave and, except in a case of emergency, shall give such notice at least 30 days prior to the date on which her leave is to begin. She shall include with such notice either a health care provider's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.
  - 2. An employee who is pregnant may continue active employment as late in her pregnancy as she desires provided she is able to properly perform her required functions as certified by her health care provider.
  - 3. All or any portion of a leave taken because of a medical disability connected with or resulting from pregnancy may, at the administrator's option, be charged to her available sick leave.
- B. A male unit employee shall notify his supervisor, in writing, of his desire to take parental leave to begin at any time between the birth of his child, and one year thereafter. Except in cases of emergency, such notice is to be given at least 30 days prior to the day on which the leave is to begin.
- C. A unit employee adopting an infant child (i.e., one year of age or less) shall be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody, if necessary, in order to fulfill the requirement of adoption.

- D. A unit employee on parental leave may elect to use any accrued vacation (annual leave), personal leave with pay, and/or sick leave before entering leave-without-pay status.
- E. The School Board will continue appropriate contributions to the IRS Section 125 Cafeteria Plan. The employee may continue to make contributions to those compensation or employment benefit plans which permit continuation of such contributions.
- F. Failure of a bargaining unit member to respond to the official Human Resources' Letter of Intent or failure to return to work immediately following the expiration of leave shall constitute willful neglect of duty which shall subject the employee to termination.

### **Section 18. Employment Rights -- Benefits**

A unit employee who is granted Parental, Illness-of-Self or Active Duty Military Leave for one year or less shall have re-employment rights to the same position. Employees returning from other leaves shall be assigned to a like position, if available.

While the employee is on leave-without-pay status, except professional leave, approved for full-time employment, the School Board will continue to provide liability, health, and life insurance benefits on the same basis as would have been provided had the employee remained at work for up to one year.

### **Section 19. Family Medical Leave Act (FMLA)**

The School Board complies with the requirements of the Family and Medical Leave Act (FMLA) of 1993.

### **Section 20. Voting Leave**

The School Board agrees to allow an employee who is a registered voter, a reasonable amount of time off (not to exceed one hour) with pay, to vote in each local and general election. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling such time off.

## **ARTICLE XVII -- SICK LEAVE BANK**

### **Section 1. Rules and Procedures for the DCSAA Sick Leave Bank**

DCSAA, the exclusive bargaining agent representing professional and technical employees and the School Board agree to establish a DCSAA Sick Leave Bank Committee. It shall be the responsibility of this committee to administer the DCSAA Sick Leave Bank in accordance with the procedures stipulated below:

- A. M-DCPS agrees to:
  - 1. Assist the committee in the operation of DCSAA Sick Leave Bank by providing, upon request, data from participating employees' sick leave records. This data will be used to plan the initial operation of the Bank and as a basis for Sick Leave Bank withdrawals; and
  - 2. Designate an administrator to meet periodically with the DCSAA Sick Leave Bank Committee and to act as liaison with the appropriate M-DCPS office.
- B. The DCSAA Sick Leave Bank Committee shall:
  - 1. Maintain adequate records relative to all functions of the Bank;
  - 2. Meet periodically with a designated administrator of M-DCPS to review DCSAA Sick Leave Bank records; and
  - 3. Operate the DCSAA Sick Leave Bank in accordance with the rules and procedures contained herein.

The Union shall comply with procedures for identifying and recording contributions to the Bank and for complying with any applicable governmental regulation of sick leave or sick leave banks or associated recordkeeping or School Board Rules.

### **Section 2. Purpose**

- A. To provide employees with an emergency pool of sick leave days for illness, accident, or injury of self above and beyond those available under "Sick Leave With Pay" provisions, the School Board and Union hereby establish the DCSAA Sick Leave Bank.
- B. The DCSAA Sick Leave Bank shall function under rules and procedures administered by the Union. All full-time unit members may participate in the DCSAA Sick Leave Bank.
- C. Any alleged abuse or misuse of the Sick Leave Bank shall be investigated by either or both parties. If the investigation results in findings of wrongdoing, the employee, M-DCPS, and the Union shall be notified and the employee shall repay all sick leave days drawn from the pool and shall be subject to such disciplinary action as deemed appropriate by the School Board.



### **Section 3. Membership Requirements and Contributions**

Only full-time professional and technical employees who have been employed full-time for at least one year, and who have sick leave accrual of five days or more at the time of enrollment, may enroll in the DCSAA Sick Leave Bank by contributing one or more days to the Sick Leave Bank.

Sick Leave Bank members may contribute additional days to be used by other members, as designated by the contributor.

### **Section 4. Withdrawal Procedures**

- A. Participating members who meet the following criteria may apply for withdrawal of days from the DCSAA Sick Leave Bank:
  - 1. Exhaustion of all personal sick leave days; and
  - 2. Confinement for 10 working days or more without sick leave.
- B. All applications are subject to final approval by the DCSAA Sick Leave Bank Committee. The maximum number of Sick Leave Bank days that may be approved for any participating member is 30 days per illness. Days designated for a particular member will be over and above the 30 day allocation.

### **Section 5. Maintenance of the DCSAA's Sick Leave Bank**

The DCSAA Sick Leave Bank will be activated when a minimum of 100 days has been deposited. No further contribution shall be required of participating members unless the DCSAA Sick Leave Bank is depleted to a point where 60 days remain. In such case, all members of the Sick Leave Bank shall contribute one day each time the Bank is depleted.

### **Section 6. Duration of Agreement and Termination of Participation**

- A. The DCSAA Sick Leave Bank shall be in existence for the duration of the contract and may be renewed in successor agreements. In the event a member wishes to terminate DCSAA Sick Leave Bank membership, all obligations and privileges of membership shall cease 90 days from the date of receipt of written notification by the DCSAA Sick Leave Bank Committee. The deposit of sick leave days shall remain in the DCSAA Sick Leave Bank.
- B. In the event of non-renewability of the DCSAA Sick Leave Bank in succeeding contracts, bank deposits will be returned to contributing members where appropriate. Return of days will be accomplished equally to those members who have not utilized DCSAA Sick Leave Bank withdrawals.

### **Section 7. Sick Leave Procedures**

- A. Initial Enrollment
  - 1. The enrollee will sign and forward a Sick Leave Bank Program Card to the

Union for necessary processing. This card will be the same size as the present Application for Leave Card and will contain authority for the initial deduction of one day sick leave upon enrollment in the program. Additionally, the card will authorize the Union to deduct an additional day of sick leave from the employee, if the Sick Leave Bank is depleted as specified in Section 5.

2. Upon completion of internal processing by the Union, the card and a transmittal listing will be forwarded to the Payroll Department. The Payroll Department will deduct a day of sick leave from the employee's leave balance.
3. For those employees who do not have the required leave balance for the deduction, the authorization card will be returned to the Union with the notation "NO LEAVE BALANCE". The Sick Leave Bank Committee shall notify employees with an insufficient leave balance that they were unable to enroll in the Sick Leave Bank.

C. Subsequent Deduction After Initial Enrollment

Subsequent deduction as described in Section 5 shall be accomplished by utilizing the Sick Leave Bank Program Card which will be checked in the box titled "Subsequent Deduction". This card need not be signed by the employee since the initial card authorized subsequent deductions. This card will be signed and dated by an authorized member of the DCSAA Sick Leave Bank Committee. The cards will then be forwarded to the Payroll Department.

Upon receipt of the cards and transmittal listing by the Payroll Department, the individual Payroll Data Cards will be processed per 7(A)(2) above. The DCSAA Sick Leave Bank Committee will notify affected employees when subsequent deductions are made from participants. Insufficient leave balance to permit deduction will be returned to the DCSAA Sick Leave Bank Committee per 7(A)(3) above. The Sick Leave Bank Committee shall, on an individual basis, notify employees with an insufficient leave balance that they are no longer enrolled in the Sick Leave Bank and advise them of subsequent enrollment procedures.

D. Granting of Sick Leave

When employees are granted sick leave from the DCSAA Sick Leave Bank, the DCSAA Sick Leave Bank Committee will utilize the Sick Leave Bank Program card to notify the Payroll Department. The sick leave days granted by the committee shall be posted to the Payroll Data Card and processed as per 7(A)(2) above. The committee will notify members who have been granted sick leave from the Bank.

## **ARTICLE XVIII -- GRIEVANCE PROCEDURES**

### **Section 1. Purpose**

It is recognized that complaints and grievances may arise between the Union and the Employer or between the Employer and any one or more employees concerning the application or interpretation of the wages, hours, and terms and conditions of employment, as defined in this Agreement. The Employer and the Union desire that these grievances and complaints be settled in an orderly, prompt, and equitable manner so that the efficiency of the M-DCPS may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and the Union to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his/her standing with the employer. No reprisals of any kind will be made by the School Board or its representative or any member of the administration against any party in interest, any Union representative, or any other participant in the grievance procedure by reason of such participation. All documents, grievance forms (sample forms attached hereto), communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of any party in interest, including final disposition, except for and exclusively for awards resulting from arbitration.

It is agreed that the Union reserves the exclusive right to process grievances at any step of the grievance procedure, including arbitration, except that any member of the bargaining unit may process a grievance through representation of his/her own choosing, only if the Union has refused to process the grievance solely, through Step III, because the unit member is not a dues-paying member of the Union. The Union retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure inclusive of arbitration, including grievances advanced by non-dues paying members.

### **Section 2. Definitions**

- A. Grievance -- formal allegation by an employee and/or the Union that there has been a violation, misinterpretation, or misapplication of any of the terms and conditions of employment set forth in this Contract or its Appendices.
- B. Union Representative -- the individual designated by the Union to represent the aggrieved employee.
- C. Aggrieved Employee -- any full-time employee who is a member of the bargaining unit, as certified, pursuant to Florida Statutes, Section 447.307.
- D. Party in Interest -- any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- E. Supervising Administrator -- the individual having immediate administrative authority over the aggrieved employee(s), who is not a member of the bargaining unit.
- F. Immediate Supervisor -- the individual having immediate administrative authority over the unit employee(s) and who may or may not be a member of the bargaining unit.

- G. Immediate Superintendent -- the Assistant or Associate Superintendent having immediate administrative authority over the Supervising Administrator.
- H. Days -- as referred to in the time limits herein, days shall mean working days.
- I. Letter of Inquiry -- a request in writing, on proper M-DCPS form, by the Union, to Labor Relations, seeking clarification of M-DCPS Rules, state law, or this Agreement.

### **Section 3. Special Provisions**

The time limits set forth herein may be extended and/or modified by mutual agreement, using the stipulated Request for Extension of Time Form (refer to page 100).

In the event a grievance is filed at such time as it cannot be processed through all steps in the grievance procedure by the end of the aggrieved employee's contract year and, if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted as soon as practicable.

If the employer violates any time limits, the Union may advance to the next step without waiting for the employer response.

The parties acknowledge that, as a principle of interpretation, employees are obligated to work, as directed, while grievances are pending.

The Employer and the Union shall have the right of free choice in designating representatives for the purpose of resolving grievances. The Union shall have a representative at a formal grievance hearing.

Aggrieved employees, or employees who are called as witnesses, will be allowed released time without loss of pay to process or assist in the processing of a grievance.

The Union, in accordance with its own non-discriminatory internal rules, shall have the sole and exclusive right to determine whether any grievance warrants processing through this procedure. In the event the Union determines at any step of the grievance procedure that a grievance does not warrant processing, a written notification of that determination, using the stipulated Grievance Form, shall be sent to Labor Relations, and to the employee(s) involved.

If the Union has declined to process or further process any grievance presented to it, solely because the unit member is not a dues-paying member of the Union, such unit member may process his/her own grievance through this procedure and the Union shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, an employee is authorized to process his/her own grievance in person or through legal counsel only if the Union has declined to provide representation in processing a grievance because the unit member is not a dues-paying member of the Union. If an employee processes his/her own grievance in person or through legal counsel, the employee may not adjust the grievance in a manner inconsistent with the terms of the collective bargaining agreement then in effect and, provided further, that the Union has been given notice and a reasonable opportunity to be present at any meeting called for the resolution of such grievances.

The Union shall not be responsible for any costs attendant to the resolution of any grievance it has not processed.

The parties acknowledge that multiple grievances may be combined with mutual agreement of the Employer and the Union.

Applicable School Board Rules at each work location shall be made available to the Union representative upon request for the purpose of reference and information, as well as, for the purpose of expediting the provisions of this grievance procedure.

Suspension, dismissal, non-reappointment and demotion will be subject to the provisions in Article VII.

The use of tape recorders or other mechanical devices is expressly prohibited.

#### **Section 4. Letter of Inquiry**

Either the immediate superintendent or Union may send a Letter of Inquiry on the stipulated Letter of Inquiry Form (sample form attached hereto) to Labor Relations for the purpose of seeking a clarification of a M-DCPS Rule, state law and/or terms and conditions of employment, as set forth in this Agreement.

Labor Relations shall respond within 10 days of receipt of the Letter of Inquiry. If the interpretation of the Letter of Inquiry is not satisfactory, a formal grievance may be filed.

#### **Section 5. Implementation**

The aggrieved employee shall discuss the dispute with the immediate supervisor of the aggrieved employee(s) in an effort to satisfactorily resolve the dispute at the lowest possible level. The aggrieved employee shall request an informal discussion with the immediate supervisor within 10 days of becoming aware of the alleged violation, misinterpretation, or misapplication of the terms and conditions of employment as defined in this Agreement. No grievance will be processed until the employee has informally discussed his/her dispute with the immediate supervisor. The requested informal discussion shall be held within five days of the request. In the event the dispute cannot be resolved informally, the aggrieved party, through the Union, shall file on Step I within five days of the informal discussion. No M-DCPS employee other than the aggrieved employee's pro-representatives representing and assisting the aggrieved employee and employees who are called as witnesses, shall be allowed released time without loss of pay to participate in the processing of a grievance.

##### **STEP I**

- A. A formal grievance shall be filed within 30 days of the alleged violation, misinterpretation, or misapplication of the terms and conditions of employment set forth in this Agreement, if the grievance or dispute is not resolved informally.
- B. The grievance shall be filed, in writing, stating the specific article, section and language alleged to have been violated, misinterpreted, or misapplied to the supervising administrator of the aggrieved employee(s). It is further understood and agreed that

the aggrieved employee(s) shall be granted released time to attend formal proceedings, as described herein, which are held during working hours. No M-DCPS employee(s) other than the aggrieved employee(s) shall be granted released time to either represent the aggrieved employee(s) or to observe the proceedings as representatives of the Union. A M-DCPS employee serving as the representative of the aggrieved employee, shall be granted release time with approval of his/her immediate supervisor.

- C. The appropriate supervising administrator or his/her designee shall note the date of receipt of the grievance and shall seek to meet with the aggrieved employee(s) at a mutually agreeable time within five days of receipt of the grievance.
- D. The Union shall be advised, in writing, as to the date of the proposed meeting and shall have the right to represent the aggrieved employee(s) or send one observer to the proceedings if the agent is not involved in the actual representation of the aggrieved employee.
- E. Within five days of the meeting, the appropriate supervising administrator or his/her designee shall render a decision and shall immediately communicate that decision, in writing, to the aggrieved employee and the immediate superintendent or his/her designee. Additional copies of the decision shall be sent to Labor Relations and to the Union.
- F. The Union may appeal the decision of the appropriate supervising administrator within five days of its rendering.
- G. The notice of intent to appeal shall be communicated, in writing, to the immediate superintendent. Failure to appeal the decision of the supervising administrator within 10 days shall constitute acceptance by the aggrieved employee(s) and the Union of the decision as being a satisfactory resolution of the issues raised.

## STEP II

- A. If the Union appeals the decision, the immediate superintendent or his/her designee who is not a member of the unit, shall schedule a meeting to take place at a mutually agreeable time, not more than 10 days after receipt of notice of appeal. The immediate superintendent shall immediately communicate notice of appeal to Labor Relations.
- B. The Union shall be advised, in writing, as to the date of all proposed meetings on Step II and shall have the right to send one observer to the proceedings if the agent is not involved in the actual representation of the aggrieved employee(s).
- C. Within 10 days of the meeting, the immediate superintendent or his/her designee shall render a decision and shall immediately communicate that decision, in writing, to the Union. Copies of the decision shall be sent to the aggrieved employee(s) and to Labor Relations. A copy is to be retained by the immediate superintendent.
- D. The Union may appeal the decision of the immediate superintendent within five days of its rendering. The notice of intent to appeal shall be communicated, in writing, to Labor

Relations. Failure to appeal the decision of the immediate superintendent within five days shall constitute acceptance, by the aggrieved employee(s) and the Union, of the decision as being a satisfactory resolution of the issues raised.

### STEP III

- A. If the Union appeals the decision, the appropriate Chief Officer or his/her designee shall schedule a meeting to take place at a mutually agreeable time, not more than 12 days after receipt of notice of appeal.
- B. Within 12 days of the meeting, the appropriate Chief Officer or his/her designee who is not a member of the unit, shall render a decision and shall immediately communicate that decision, in writing, to the aggrieved employee(s). Copies of the decision shall be sent to the aggrieved employee(s), the appropriate supervising administrator, the immediate superintendent, and to Labor Relations.
- C. Failure to appeal the decision rendered in Step III within five days by notice of intent to submit to arbitration shall deem the decision at Step III to be final and no further appeal will be pursued.

### ARBITRATION

If the Employer and the Union fail to resolve the grievance, the grievance may be submitted to final and binding disposition by an impartial neutral, mutually selected by the parties.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to permit the Union to file an issue initially at arbitration unless, by mutual consent, the grievance has not been processed through applicable steps of the grievance procedure.

- A. Notice of intent to submit the grievance to arbitration shall be communicated, in writing, by the Union to Labor Relations within five days of the decision at Step III.
- B. Prior to the submission of the appeal to arbitration, the arbitrator may hold a pre-hearing conference to consider and determine:
  - 1. the simplification of the issues;
  - 2. the possibility of obtaining stipulation of facts and documents that will avoid unnecessary proof;
  - 3. such other matters as may aid in the disposition of the grievance; and
  - 4. matters of jurisdiction or applicability.
- C. The Union reserves the exclusive right to institute the arbitration procedures under this Agreement. An employee may process a grievance through Step III only if the Union refuses to institute the grievance procedures solely because the unit member is not a dues paying member of the Union.

- D. Within 10 days after written notice of submission to arbitration, the parties will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time, a request for a list of arbitrators may be made to the Federal Mediation Conciliation Service (FMCS) or the American Arbitration Association (AAA) by either party. The parties will be bound by the rules and procedures of the FMCS in the selection of an arbitrator and the holding and conducting of an arbitration hearing.
- E. The arbitrator, selected by the parties, or pursuant to the rules of the FMCS, will issue a decision not later than 20 days from the date of the close of the hearings or, if oral hearings have been waived, then from the date final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted and, where permitted by law, may include a monetary award. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which adds to, subtracts from, modifies, or alters the terms of this collective bargaining agreement.

The decision and award of the arbitrator shall be final and binding.

- F. All arbitration costs, including the cost of stenographic reporting of the arbitration hearing, if agreed to by the parties, shall be divided equally between the Employer and the Union. Each party will pay the cost of presenting its own case; however, the aggrieved employee(s), designated delegates or pro-representatives or the employee(s) who is called as witness for an arbitration hearing will be allowed released time to process or to assist in the processing of his/her own grievance or to testify.
- G. It is understood and agreed by the Employer, members of the unit, and the Union, that the resolution of complaints which are grievable under this Contract shall be pursued through the grievance procedure until such remedy is exhausted.

Alleged violations of this Agreement, which may also constitute an unfair labor practice case, may be subject to arbitration if referred by PERC. If referred to arbitration by PERC, then the decision of the arbitrator shall be final and binding.



## **ARTICLE XIX -- QUALITY OF WORK LIFE**

### **Section 1. Employee Assistance Program**

Recognizing that a variety of problems not directly connected to an employee's job function can impact on job performance and/or attendance, the School Board has established an Employees Assistance Program (EAP). The EAP is intended to help unit members and their families who are experiencing problems that jeopardize an employee's health and continued employment.

Under the program:

- A. Appropriate action will be taken to insure the confidentiality of records for any unit member admitted to the program, according to established guidelines and federal regulations.
- B. Guidelines for the EAP, by reference, are included in School Board Rule 6Gx13-4D-1.11.
- C. An employee has the right to elect not to participate in the program and may discontinue participation at any time.

### **Section 2. Physical and Psychological Examinations and Tests**

An employee shall not be required to submit to any physical and psychological examination or test without a written statement of the need for such examination. In such cases, the employee has the choice to select a medical specialist from a list of state licensed physicians, psychologists, or psychiatrists provided by the employer.

The cost of such examinations taken at the request or direction of the Superintendent or his/her designee -- except those examinations or tests which are prerequisites on initial employment -- shall be borne by the School Board.

A unit employee shall have the right to seek an additional opinion or judgment from among state licensed physicians, psychologists, or psychiatrists of the employee's choosing. The cost will be absorbed by the unit employee. When the option is exercised, the additional opinion shall be attached to any other medical opinions under consideration.

### **Section 3. Chemicals**

In the event unit employees are exposed to toxic chemicals as part of their ordinary duties, they will be given prescribed examinations and tests at the time of such exposure, and thereafter, as determined by the examining physician. Examinations and tests will be on the School Board's time and at the School Board's expense. Refusal by an employee to submit to such examination and tests shall be grounds for appropriate disciplinary action including dismissal.

## **Section 4. Personal Life**

The private and personal life of an employee, except for such incidents and occurrences which could lead to suspension and dismissal as provided by statute, or School Board Rule shall not be within the appropriate concern of the School Board.

## **Section 5. Drug-Free Work Place General Policy Statement**

M-DCPS and DCSAA recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. M-DCPS and DCSAA share a commitment to solve this problem and to create and maintain a drug-free work place.

M-DCPS is responsible for the instruction and well-being of the students entrusted to its care. A consistent message needs to be communicated to M-DCPS students: the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs is unacceptable.

### **A. Policy Objectives**

1. To promote a healthy, safe-working, and learning environment;
2. To seek the rehabilitation of employees with a self-admitted or detected substance abuse problem;
3. To eliminate substance abuse problems in the work place;
4. To provide a consistent model of substance-free behavior for students;
5. To provide a clear standard of conduct for M-DCPS employees; and
6. To hire drug-free employees.

### **B. Policy Statement -- Illegal Drugs**

Drug abuse by employees interferes with the educational and work process and compromises the safety and well-being of staff and students. Employees are expected to conduct themselves in a manner consistent with the following provisions:

1. Employees on duty or on School Board property will not manufacture, distribute, dispense, possess, or use illegal drugs, nor will they be under the influence of such drugs.
2. Employees on or off duty will not influence students to use or abuse illegal drugs.

3. An employee convicted of any criminal drug statute violation shall notify M-DCPS no later than five days after such conviction.

C. Policy Statement -- Alcohol and Prescription Drugs

Alcohol, prescription, and over-the-counter drugs are legal and readily available. Generally safe and acceptable, these drugs, when abused over time or used in combination with one another, can result in chemical dependency or poly-drug addiction. Employees are expected to conduct themselves in a manner consistent with the following provisions:

1. Employees on duty or on School Board property will be free of intoxication from alcohol. Further, employees will not manufacture or use alcoholic beverages while on School Board property or on duty.
2. Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician and will not use prescribed drugs for purposes other than what the prescribed drugs were intended. In addition, the employee will not distribute or dispense such drugs, except as provided in School Board Rule 6Gx13-5D-1.021, School Board Health Services Program.

D. Policy Statement -- Employee Physical Examination/Screening/Health Services

In order to establish and support a clear standard of conduct for employees. M-DCPS adheres to the following provisions:

1. Drug screening will be included in all physical examinations required under existing labor contracts, statutes, and School Board Rules.
2. Circumstances under which testing may be considered include, but are not limited to, the following:
  - a. Observed use of illegal drugs and/or abuse of alcohol during work hours;
  - b. Apparent physical state of impairment of motor functions;
  - c. Marked changes in personal behavior on the job not attributed to other factors; and
  - d. Employee involvement in serious or repetitive accidents on the job, causing personal injury to self or others and/or significant property damage.
3. Drug and/or alcohol screening shall be conducted by School Board-approved, independent, certified laboratories utilizing recognized techniques and procedures, as described in the Miami-Dade County Public Schools

"Drug-Free Work Place Technical Guide," which is incorporated by reference into this Contract, and made a part thereof. The protocol for drug screening shall include a split sample and chemical immunization screening procedure. In the event initial test results are screened positive, such results will be confirmed and verified by the Gas Chromatography/Mass Spectrometry (GC/MS) test.

4. Medical records and information relating directly thereto will be maintained in strict confidentiality. Any laboratory contract shall provide that the contractor's records are to be kept confidential under provisions of Florida law. M-DCPS shall establish a system of maintaining records to include both the district's and the contractor's record of applicant and employee urinalysis and blood alcohol results.
5. M-DCPS recognizes that chemical dependency is an illness that can be successfully treated. It is the policy of M-DCPS, where possible, to seek rehabilitation of employees with a self-admitted or detected drug problem. Disciplinary action may be instituted against employees who the School Board believes will not be assisted by rehabilitation or who have negatively impacted students and/or staff. Employees who have previously been referred for assistance or employees unwilling or unable to rehabilitate may be subject to appropriate action, pursuant to School Board policy, applicable Florida Statutes, State Board Rules, and applicable provisions of this Agreement.

## **Section 6. Tobacco-Free Work Place**

The parties seek to foster the health and safety of all M-DCPS employees, students, and visitors.

Smoking poses a significant risk to the health of the smoker. It can damage sensitive technical equipment and can be a safety hazard. In sufficient concentrations, side-stream smoke can be hazardous to non-smokers in the work environment. It may be harmful to individuals with heart and respiratory diseases or allergies related to tobacco smoke. Use of other tobacco products also poses a significant risk to the health of the user.

Smoking is a complex behavioral action which has some properties of both a psychological and physiological addiction. Many individuals need assistance to eliminate smoking from their lives.

Use of tobacco products is prohibited in areas where students are located or where there is sensitive or hazardous material.

Use of tobacco products is prohibited on School Board owned/leased properties and vehicles.

All current and potential employees will be informed of the M-DCPS tobacco-free work place policy, as described in the M-DCPS Tobacco-Free Work Place Technical Guide, which is incorporated by reference into the contract and made a part thereof.

## **Section 7. Safety**

- A. Employees shall not be required to work under unsafe or hazardous conditions. Employees are to be provided a safe work place and are to be furnished with safety devices, protective clothing, and such safeguards as are necessary to reduce or eliminate accidents and injuries. Manager/ supervisors are to do everything reasonably necessary to protect the life, health, and safety of each employee and the public.
- B. Employees will follow safe practices and operating methods on all jobs assigned. Employees shall be required to wear the safety devices, protective clothing, or equipment designated by management for employee protection. Safety devices and equipment, when required, will be provided by the School Board. Refusal or failure of an employee to use or wear such devices or equipment, or failure to follow safe practice and operating methods, shall be grounds for appropriate disciplinary action.
- C. In the event an employee is involved in an accident or injury, an accident report will be completed and distributed, as prescribed by School Board Rules and State Statutes.

## **Section 8. Professional Growth and Development**

- A. The parties, in recognition of the individual and organizational benefits derived from a proactive Human Resource Development program, endorse and commit to providing the M-DCPS professional and technical workforce, opportunities to develop or enhance professional competency and leadership skills.

Specifically, the parties agree:

- 1. To expand or develop M-DCPS inservice training courses and programs in response to occupational, organizational and technological changes;
- 2. To encourage employees to avail themselves of pertinent training and career development opportunities offered by M-DCPS and other sources; and
- 3. To monitor through the M-DCPS/DCSAA Labor Management Committee the training needs of professional and technical employees and develop in conjunction with the Office of Human Resources, plans and programs for meeting identified needs.

- B. Tuition Reimbursement

As a professional development incentive, tuition reimbursement shall be provided to unit members taking courses which strengthen individual competencies and/or enhance the achievement of district goals.

- 1. All members of the bargaining unit shall be eligible to receive tuition reimbursement payments for up to the nine graduate semester hours (or

equivalent in quarter hours) per year from an accredited institution of higher learning. The course of study shall be directly related to the employee's primary job responsibilities.

2. A bargaining unit member may request reimbursement for the cost of a professional development course or seminar offered by an accredited technical or professional institution. The course or seminar shall be directly related to the employee's primary job responsibilities. Such reimbursement shall not exceed \$500 in a fiscal year. The course or seminar must be approved by the supervising administrator, prior to registration.
3. The period in which the nine hours may be taken extends from the fall term to the succeeding fall term for the particular institution the employee is attending.
4. Tuition reimbursement shall be available for Bachelor and graduate level courses that are required by a formal course of study leading to a degree.
5. The per credit hour reimbursement shall not exceed \$130 with an annual cap for the bargaining unit of \$50,000 to be awarded to employees on a first-come, first-served basis.
6. Courses must be completed during the individual's employment period.
7. To obtain tuition reimbursement, the employee shall submit the following documentation to Compensation Administration:
  - a. the official transcript (with raised seal) indicating successful completion of the course(s) and the credits earned;
  - b. verification from the college/university of the tuition paid (Form FT1); and
  - c. the employee's supervising administrator's advance written approval.
8. Required documentation must be submitted no later than six months after the end of the term/semester during which the course was completed or within six months after official establishment of degree candidacy.
9. Employees who have applied for and are participating in the Deferred Retirement Option Program (DROP) are not eligible for reimbursement.

C. This Section shall not be grievable or arbitrable.

## **Section 9. Credentials, Certification and License Payments**

Those unit members who are required as part of their job responsibilities to maintain a license or certification shall be compensated for the renewal cost of said licenses or certification. A list of jobs eligible for this payment will be provided to the Union.

- a. the official transcript (with raised seal) indicating successful completion of the course(s) and the credits earned;
  - b. verification from the college/university of the tuition paid (Form FT1); and
  - c. the employee's supervising administrator's advance written approval.
8. Required documentation must be submitted no later than six months after the end of the term/semester during which the course was completed or within six months after official establishment of degree candidacy.
9. Employees who have applied for and are participating in the Deferred Retirement Option Program (DROP) are not eligible for reimbursement.

C. This Section shall not be grievable or arbitrable.

### **Section 9. Credentials, Certification and License Payments**

Those unit members who are required as part of their job responsibilities to maintain a license or certification shall be compensated for the renewal cost of said licenses or certification. A list of jobs eligible for this payment will be provided to the Union.

## **ARTICLE XX -- NO-STRIKE PROVISION**

DCSAA hereby agrees that it shall not authorize, initiate or participate in a strike by DCSAA, Local 77 bargaining unit members against the employer, pursuant to Florida Statutes, Section 447.505.

DCSAA agrees to take all necessary and reasonable steps, including the holding of a news conference, to help bring about the end of a strike by DCSAA, Local 77 bargaining unit members.



## **ARTICLE XXI -- RATIFICATION AND FINAL DISPOSITION**

- A. It is agreed and understood that this Contract and each of its provisions shall be effective and constitute a legally-binding contract upon approval by the Miami-Dade County School Board and ratification by members of the bargaining unit represented by the Dade County Schools Administrators' Association, Local 77, pursuant to Florida Statutes, Chapter 447.309.
- B. Agreements reached on wages, hours, and terms and conditions of employment, subsequent to the approval and ratification of this Contract, shall be incorporated and added to this Contract as an Addendum.
- C. In the event either party does not ratify this Contract, both parties agree to return to the bargaining table for further negotiations. During such negotiations, unit employees would continue to be governed by the current economic agreement.
- D. The terms of this Contract are for three years, provided:
  - 1. The terms and conditions of this agreement, effective July 1, 2003, shall continue until midnight, June 30, 2006, however, each party may also reopen wages and up to two articles/appendices for each subsequent fiscal year.
  - 2. This Addendum shall hereafter be fully incorporated into the 2003-2006 contract between M-DCPS and DCSAA.
  - 3. By service of written notice on the other party prior to April 1, the parties may reopen wages and up to two articles/appendices for each subsequent fiscal year.
  - 4. By mutual agreement, any article or section of the contract may be reopened for negotiations during the term of the Contract.
  - 5. If the Florida Legislature fails to allocate adequate funds to implement the fiscal agreements in this Contract, the School Board and/or the Union may re-open negotiations on such issues

During negotiations, unit employees will continue to be governed by the current economic agreement. These provisions will govern until negotiations for the revised economic package have been concluded and agreement is reached or impasse procedures have been exhausted.

This Contract shall continue in full force and effect until June 30, 2006.

Dated at Miami, Florida, this 16<sup>th</sup> day of March, 2005.

**THE SCHOOL BOARD OF  
MIAMI-DADE COUNTY, FLORIDA**

**DADE COUNTY SCHOOL  
ADMINISTRATORS' ASSOCIATION,  
AFSA, LOCAL 77, AFL-CIO**

By: \_\_\_\_\_  
Frank J. Bolaños  
Chair

By: \_\_\_\_\_  
Charles Burdeen  
Executive Director

By: \_\_\_\_\_  
Dr. Robert B. Ingram  
Vice Chair

By: \_\_\_\_\_  
J. Ernesto Brito  
President

By: \_\_\_\_\_  
Dr. Rudolph F. Crew  
Superintendent of Schools

APPROVED AS TO FORM:

\_\_\_\_\_  
School Board Attorney

## APPENDIX A

### DCSAA UNIT DESCRIPTION

<b><u>JOB CODE</u></b>	<b><u>JOB TITLE</u></b>	<b><u>PAY GRADE</u></b>
0023	Coordinator III, Chapter 2 Administration	42
0024	Supervisor II, Educational Planning	44
0035	Director I, Technical Services	45
0036	Director I, Computer Operations	45
0037	Manager I, Computer Operations	37
0039	Communication Analyst	39
0040	Supervisor II	44
0044	Senior Project Manager, Systems and Programs	44
0047	System Analyst I, Systems and Programs	39
0048	Project Supervisor I	41
0050	Senior Programmer Analyst I	37
0051	Programmer I	33
0054	Supervisor II, Data Systems	44
0060	Manager II, Adult/Community Fiscal Services	38
0061	Budget Analyst	43
0062	Senior Budget Analyst	45
0063	Client Liaison	44
0064	DPAA Senior Management Analyst	42
0067	Coordinator III, Management Analysis	42
0069	Executive Director, Data Management	47
0072	Supervisor II, Educational Evaluation	44
0073	Coordinator III, Evaluation	42
0074	Staff Specialist, Evaluation	40
0076	Director, Management Analysis	45
0077	Staff Specialist, Assessment	42
0079	Director, Communication Services	46
0088	Coordinator I, Employee Support	40
0090	Executive Director, Personnel Records Maint./Ret. Systems	47
0094	Manager III, Retirement	39
0098	Manager III, Personnel/Staffing	39
0099	Manager III, Personnel	39
0103	Coordinator, Marketing	42
0106	Supervisor I, Network Services	43
0108	Director II, Records & Network Systems	46
0109	Certification Officer	44
0111	Non-Instructional Staffing Officer	44
0113	Coordinator III, Office Systems Training	42
0117	Supervisor, Evaluation	43
0119	Executive Director, EDP Audits	47
0121	Supervisor I, Radio/TV Engineering	43
0125	Manager III, Radio Station	39

<b><u>JOB CODE</u></b>	<b><u>JOB TITLE</u></b>	<b><u>PAY GRADE</u></b>
0127	Radio Programs Manager/Host	37
0129	Specialist, Film Library	40
0134	Administrative Assistant II	35
0136	Executive Director, Capital Construction Compliance Audits	47
0137	Senior EDP Auditor	38
0140	Coordinator II, Graphics and Material Production	41
0146	Supervisor II, Publications	44
0147	Manager II, Marketing	38
0150	Media Relations Specialist	36
0152	Citizen Information Specialist	36
0153	Director I, Business Development	45
0155	Public Relations Specialist	36
0157	Supervisor I, Office Systems	43
0164	Supervisor I, Computer Education	43
0188	Manager III, Data Analysis	39
0189	Accounts Payable Manager	39
0190	Coordinator II, Hospitality Services	41
0195	Supervisor I, Procurement Services	43
0196	Coordinator III, Publications	42
0199	Coordinator III, Attendance Services	42
0201	Director I, Mgmt. Projects & Board Meeting Records Control	45
0209	Finance Supervisor, Media Programs	44
0210	Supervisor, Community Services	44
0213	Supervisor II, Teacher Training Program	44
0230	Training Specialist	40
0254	Safety Inspector - Transportation	36
0255	Safety Inspector - Maintenance	36
0272	Director I, Safety	45
0282	Manager II, Radio/TV Engineering	38
0285	Coordinator III, Systems and Programs	42
0298	Supervisor I, Asbestos Abatement	43
0323	Coordinator I, Translation Services	40
0324	Media Relations Officer and Translator	44
0347	Coordinator III, Design	42
0367	Manager III, Professional Orientation Program	39
0370	Administrative Assistant III, Stockroom	36
0373	Coordinator III, Operational Accounting	42
0374	Coordinator III, Contracted Programs	42
0375	Coordinator III, Facilities Project	42
0376	Director II, Accounts Payable	46
0377	Supervisor II, Accounting	44
0378	Coordinator III, General Accounting	42
0380	Supervisor II, Payroll	44
0381	Deduction Control Officer	40
0383	Senior Auditor	38
0384	Staff Auditor II	35

<b><u>JOB CODE</u></b>	<b><u>JOB TITLE</u></b>	<b><u>PAY GRADE</u></b>
0386	Audit Supervisor I	43
0388	Property Audit Supervisor	39
0391	Manager III , Facilities Operation	39
0396	Staff Auditor III	37
0402	Coordinator, Workers' Compensation	42
0403	Director I, Regional Transportation	45
0405	Supervisor I, Safety	43
0406	Safety Inspector	36
0407	Manager III, Safety Training	39
0408	Coordinator I, Capital Improvement Force Supply	40
0410	Manager III, Plant Operations	39
0411	Director I, Central Trades	45
0412	Supervisor II, Maintenance Materials	44
0413	Director I, Facilities Operations	45
0414	Executive Director, Transportation Budget	47
0417	Manager III, Maintenance System	39
0418	Coordinator, Performance Improvement	42
0420	Supervisor II, Stores and Distribution	44
0421	Coordinator II, Inventory Control	41
0422	Coordinator III, Warehousing	42
0423	Administrative Assistant I	34
0424	Administrative Assistant II, Rehabilitation	35
0425	Coordinator II, Central Stockroom	41
0426	Manager III, Site Documentation	39
0427	Coordinator I, Estimating	40
0428	Coordinator II, Vehicle Maintenance	41
0429	Manager II, Data Systems	38
0430	Director I, Cost and Business Services	45
0431	Director I, Information Services	45
0432	Buyer	39
0433	Coordinator II, Materials Control	41
0434	Chemist	36
0435	Coordinator II, Food Service Equipment	41
0437	Food Service Coordinator	42
0438	Food Service Planning and Prod. Supervisor	44
0439	Coordinator III, Food Service Facilities Planning & Production	42
0440	Coordinator III, Food Service Planning and Production	42
0441	Supervisor II, Operational Accounting	44
0442	Coordinator III, Region Food Services	42
0443	Manager III, Food Service	39
0444	Manager III, Facility Operations	39
0445	Director I, Food Service	45
0446	Coordinator I, Site Planning & Graphics	40
0447	Specialist, Real Property - Development and Acquisition	39
0448	Coordinator I, Work Orders	40
0449	Administrative Assistant III, Food Service Accounting	36

<b><u>JOB CODE</u></b>	<b><u>JOB TITLE</u></b>	<b><u>PAY GRADE</u></b>
0450	Coordinator II, Attendance	41
0451	Public and Media Relations Officer	44
0452	Coordinator II, Site Planning	41
0453	Staff Assistant, Quality Control	34
0454	Director II, Energy Cost	46
0455	Director II, District Communications Management	46
0456	Supervisor II, Long Range Facility Planning	44
0457	Coordinator III, Facility Planning	42
0459	Supervisor II, Site Planning and Government Liaison	44
0461	Supervisor II, Recycling and Utilities Administration	44
0462	Coordinator I, Energy Management	40
0464	Coordinator II, Energy	41
0466	Coordinator Specialist, Materials Testing and Evaluation	43
0467	Coordinator II, Technical Support	41
0468	Supervisor I, Contractor Prequalification	43
0469	Coordinator I, Cost Accounting	40
0470	Coordinator I, Trades	40
0471	EEEEO Compliance Officer	43
0472	Director I, Hospitality Services	45
0473	Coordinator I, Property Accounting	40
0474	Director I, Plant Operations	45
0475	Coordinator III, Claims Litigation	42
0476	Coordinator II, Plant Operations	41
0477	Director I, Treasury/Finance Systems	45
0479	Cash and Management Coordinator	41
0480	Business Manager, Regional/Vocational/Technical Center	38
0481	Coordinator I, Production Control	40
0482	Staff Assistant, Risk Management	36
0483	Coordinator III, Vehicle Maintenance	42
0484	Administrative Assistant III, Building Operations	36
0485	Coordinator I, SBAB Operations	40
0486	District Supervisor, Parent Outreach	45
0487	Coordinator II, Business Development	41
0489	Building Operations Manager	36
0490	Program Inspector- Asbestos	34
0491	Coordinator III, Energy Management Operations	42
0492	Stadium Manager	35
0493	Executive Director, Capital Construction Projects	47
0494	Manager III, Business Development	39
0495	Banking/Financing Analyst	40
0496	Manager III, FFE	39
0497	Supervisor I, Network Support	43
0498	Accounts Payable Manager Specialist	40
0499	Staff Specialist, Citizen Information	40
0500	Manager III, Cost and Business Services	39
0501	Supervisor, Telecommunications	44

<b><u>JOB CODE</u></b>	<b><u>JOB TITLE</u></b>	<b><u>PAY GRADE</u></b>
0502	Food and Nutrition Staffing T/M Officer	44
0503	Project Manager, Network Services	41
0505	Coordinator III, District Office Operations	42
0507	Supervisor I, Telecommunications Support	43
0511	Coordinator II, Textbook Services	41
0512	Business Manager Internal Funds	37
0513	Food and Nutrition Accounting Specialist	37
0514	Administrative Assistant, Accounting	34
0519	Senior Project Manager, Telecommunications	43
0522	Food Service Budget Analyst	43
0523	Coordinator II, Chapter I Financial	41
0524	District Supervisor, Grants Administration	45
0525	Director I, Facilities and Inventory Management	45
0528	Assistant Manager Production Control	34
0529	Coordinator III, Food Service	42
0530	Director I, Region Operations Food and Nutrition S P	45
0531	Project Manager, Telecommunications	42
0532	Coordinator, Marketing/Multimedia	42
0533	Director I, Construction	45
0534	EDP Audits Supervisor I	43
0535	Coordinator III, Document Control	42
0536	EDP Audits Director I	45
0537	Supervisor I, Schedule Control	43
0538	Supervisor II, Job Order Control	44
0539	Supervisor II, Capital Construction Budget	44
0540	Audit Supervisor II, Capital Construction Compliance	44
0541	Audit Coordinator II, Capital Construction Compliance	41
0542	Coordinator I, Design and Construction	40
0543	Director I, Compliance Audits	45
0544	Coordinator I, Schedule Project Management	40
0545	Audit Coordinator II, Compliance Audits	41
0546	Investigative Audits Director	45
0547	Audit Coordinator II, Investigative Audits	41
0548	Audit Coordinator III, Internal Audits	42
0549	Executive Director, Construction Management	47
0551	Manager III, Energy Systems	39
0552	Senior Auditor, Internal Audits	40
0553	Staff Auditor II	39
0554	Communication Resources Manager	39
0555	Audit Supervisor II, Audit Quality Control and Review	44
0556	Resource Support Specialist	41
0557	Property Audits Supervisor	43
0562	Coordinator II, Systems Education	41
0564	Manager, Network Services	42
0566	Coordinator III, Risk and Benefits Management	42

<b><u>JOB CODE</u></b>	<b><u>JOB TITLE</u></b>	<b><u>PAY GRADE</u></b>
0568	Manager, Retirement	38
0569	Coordinator II, Design	41
0570	Supervisor II, Textbook Services	44
0571	Manager II, General Accounting	38
0576	Executive Director, Capital Construction	47
0581	Director II, Document Control	46
0585	Manager I, Accounting Research	37
0586	Executive Director, ADSE & Educational Specifications	47
0589	Coordinator II, Accounting	41
0592	Supervisor I, Banking and Investments	43
0593	Pest Control Manager	36
0594	Certified Industrial Hygienist	38
0596	Manager III, Finance	39
0597	Administrative Assistant I, Finance	34
0641	Asbestos Design Coordinator	40
0642	Coordinator, Construction (Non Contract)	40
0649	Coordinator III, State/Government Liaison	42
0657	Coordinator I, F F & E	40
0658	Supervisor I, Sourcing Contracts	43
0659	Supervisor I, Furniture, Fixtures and Equipment	43
0660	Manager III, Furniture Fixtures and Equipment	39
0661	Coordinator II, Educational Specifications	41
0663	Supervisor I, Post Occupancy/Warranty Management	43
0665	Asbestos Design Specialist	36
0666	Coordinator III, District Alarms	42
0667	National Programming Manager	37
0671	Director I, Facilities Management	45
0673	Director II, Employee Resources	46
0674	Director I, Service Contract	45
0675	Environmental Engineer	44
0676	Supervisor I, Materials Planning	43
0677	Supervisor I, Relocatables	43
0678	Supervisor I, Maintenance Customer Services	43
0679	Coordinator III, Grounds Maintenance	42
0681	Coordinator III, Maintenance Accounting	42
0686	Coordinator III, Maintenance Employee Services	42
0689	Coordinator II, Preventative Maintenance	41
0690	Supervisor II, Facilities Management	44
0691	Supervisor I, Student Advocacy	43
0692	Coordinator II, Environmental Resources Mgmt.	41
0693	Coordinator II, Maintenance Info. Systems Mgmt.	41
0694	Systems Implementation Assistant	35
0695	Manager III, Site Supervision	39
0696	Coordinator II, Operations and Training	41
0697	Coordinator II, Operating Budget	41



<b><u>JOB CODE</u></b>	<b><u>JOB TITLE</u></b>	<b><u>PAY GRADE</u></b>
0698	Staff Specialist Compliance	41
0699	Coordinator I, Environmental Resources Mgmt.	40
0700	Coordinator I, Operations Management Analyst	40
0701	Water Treatment Specialist	40
0704	Facility Inventory Specialist	38
0705	Electrical Engineer	42
0706	Engineer	42
0707	Architect	42
0708	Coordinator I, Maintenance Info. Systems Management	40
0709	Coordinator II, Relocatable Facilities	41
0710	Coordinator I, Resource Control	40
0711	Supervisor I, Bids and Agenda	43
0713	Supervisor II, Central Trades	44
0714	Executive Director, Facilities	47
0726	Coordinator III, EEO Data Management	42
0741	Executive Director, Educational Facilities Compliance	47
0745	Executive Director, Contract Management	47
0748	Coordinator I, Data Control	40
0756	Director II, Professional Service Cont.	46
0757	Manager II, Document Systems	38
0761	Coordinator II, Payments	41
0763	Coordinator III, Support Operations	42
0769	Supervisor I, Quality Control	43
0770	Director I, Pro. Serv. and Mat. Testing	45
0771	Supervisor I, Administration	43
0775	Supervisor, DOE Liaison	45
0776	Supervisor II, Governmental Affairs and Land Use Policy	44
0777	Director I, Advanced Planning	45
0778	Coordinator III, Site Acquisition and Special Projects	42
0783	Executive Director, Assessment	47
0784	Manager II, Capital Construction	38
0787	Director I, Design Management	45
0788	Executive Director, Safety/Energy	47
0792	Director I, Planning and Design	45
0794	Supervisor I, Facilities Data	43
0795	Director I, Asbestos Management	45
0796	School Board Office Manager	39
0797	Coordinator I, Materials Acquisition	40
0798	Risk Analyst	40
0830	Television Station Manager	41
0831	Coordinator, Instructional Television	40
0832	Radio Station Manager	40
0833	Technical Operations Coordinator	43
0834	Manager, Production Projects	41
0835	Manager, WLRN Special Projects	41

<b><u>JOB CODE</u></b>	<b><u>JOB TITLE</u></b>	<b><u>PAY GRADE</u></b>
0836	Television Production Manager	37
0837	Communications Manager	37
0838	Television Program Manager	37
0839	Field Engineering Manager	38
0840	Broadcast Engineering Manager	38
0841	News and Public Affairs Manager	33
0842	Television Operations Manager	37
0854	Coordinator II, Business Development	41
0855	School Support Staffing Officer	44
0856	Coordinator III, Accounting	42
0858	Supervisor I, Sourcing Contracts	43
0860	Administrative Assistant, Technical Support	34
0861	Director, Civil Rights Compliance	45
0862	Director, Diversity Compliance	45
0863	Coordinator III, Compliance	42
0865	Manager III, Food Service Quality Control	39
0866	Food and Nutrition Technical Support Spec.	44
0875	Technical Support Specialist I, Systems and Programs	41
0879	Ecotran Operations Specialist	42
0880	Coordinator II, Transportation Liaison	41
0881	Coordinator I, Transportation Operations	40
0882	Administrative Assistant I, Transportation Operations	34
0883	Manager III, Inventory Control	39
0884	Manager I, Transportation Maintenance	37
0885	Administrative Assistant, Property Control	34
0886	Administrative Assistant, Inventory Management	34
0891	Project Manager Capital Improvement	42
0892	Director I, Compliance	45
0893	Coordinator III, Zone Mechanic Administration	42
0897	Coordinator, Architect and Engineer Selection	40
0902	Director I, Site Acquisition	45
0904	Technical Service Liaison	42
0906	Manager I, Budget and Fiscal Management	37
0907	Telecommunications Specialist	37
0908	Communication Analyst I	39
0909	Network Analyst I	41
0925	Programmer Analyst II	35
0926	Senior Programmer Analyst II	38
0927	Systems Programmer I	39
0929	Supervisor I, Computer Operations	43
0930	Supervisor I, Systems Support Control	43
0931	Director I, Program Management and Process Engineering	45
0932	Systems Resources Coordinator	41
0933	Project Manager, Systems and Programs	43
0935	Data Base Specialist I, Systems and Programs	41

<b><u>JOB CODE</u></b>	<b><u>JOB TITLE</u></b>	<b><u>PAY GRADE</u></b>
0936	Senior Systems Analyst I, Systems and Programs	41
0937	Senior Grant Writer, Grants Development	44
0938	Grant Writer, Grants Development	42
0292	Project Specialist	35
0293	Project Assistant	38
0294	Project Associate	40

## APPENDIX B

### PROFESSIONAL TECHNICAL (X8) Salary Schedule 2004-2005

\*Effective: December 31, 2004

<u>GRADE</u>	<u>MINIMUM</u>	<u>1<sup>st</sup> QUARTILE</u>	<u>2<sup>nd</sup> QUARTILE</u>	<u>3<sup>rd</sup> QUARTILE</u>	<u>MAXIMUM</u>	<u>GRADE</u>
30	\$30,018	\$35,136	\$40,253	\$45,370	\$52,002	30
31	31,524	36,899	42,274	47,649	54,615	31
32	33,104	38,748	44,392	50,036	57,351	32
33	34,745	40,669	46,593	52,517	60,195	33
34	36,493	42,716	48,938	55,161	63,225	34
35	38,315	44,847	51,379	57,911	66,377	35
36	40,225	47,083	53,940	60,797	69,684	36
37	42,240	49,441	56,642	63,843	73,175	37
38	44,360	51,922	59,484	67,046	76,847	38
39	46,573	54,512	62,451	70,390	80,678	39
40	48,897	57,234	65,570	73,906	84,710	40
41	51,349	60,102	68,855	77,608	89,230	41
42	53,915	63,106	72,296	81,487	93,398	42
43	56,602	66,251	75,900	85,549	98,053	43
44	59,437	69,569	79,700	89,832	102,962	44
45	62,408	73,045	83,682	94,319	108,105	45
46	65,528	76,699	87,869	99,039	113,516	46
47	68,802	80,530	92,257	103,984	119,183	47

\*Effective December 31, 2004, (a) existing quartiles will remain fixed based on the January 2, 2004 Salary Schedule, except that the maximum is improved by three percent (3%); (b) employees entering the next quartile as a result of salary improvement effective December 31, 2004 and subsequently shall receive an additional salary enhancement equal to two percent (2%) of their base salary; and c) the two percent (2%) enhancement shall be applicable for paygrade movement through the quartiles but shall not be applicable when an employee receives a promotion or reclassification that places the employee in a new quartile.

## APPENDIX C

### REQUIRED FORMS AND TIMELINES

REQUIRED FORMS	TIMELINE
<p><b>PLANNING PHASE</b> for all employees</p> <p><b>PLANNING FORM</b> For completion</p> <p><b>EVALUATION FORM</b> From previous year for reference</p>	<p><b>Commencing no later than June 30 of the closing year</b>, and in conjunction with the End-of-Year Evaluation Conference. (An amended plan may be developed on or before September 15)</p> <ul style="list-style-type: none"><li>▶ Planning conference(s) between evaluator and employee shall be conducted.</li><li>▶ A written plan shall be developed using the Planning Form of the Performance Planning and Evaluation System.</li><li>▶ Subsequent formal Progress Conference(s) shall occur at the discretion of the evaluator according to the performance of the employee.</li><li>▶ The Progress Form and the Evaluation Form shall be discussed with the reviewer in advance of the Progress and Evaluation Conferences.</li></ul>
<p>Employees not on the regular schedule of planning and evaluation activities because of assignment to a new work location during the year shall be scheduled for a conference within two months of their initial planning conference to review performance to date.</p>	

<p><b>PROGRESS PHASE</b></p> <p><b>PROGRESS FORM</b> for completion</p> <p><b>PLANNING FORM</b> For reference and updating</p> <p><b>PROFESSIONAL IMPROVEMENT PLAN</b></p>	<p><b>By January 31:</b></p> <ul style="list-style-type: none"> <li>▶ A mid-year Progress Conference shall be held with every employee. Copies of this completed Progress Form are to be filed in the evaluator's and employee's offices.</li> <li>▶ For each employee whose overall performance rating is Unacceptable, a written Professional Improvement Plan shall be provided. This plan shall specify timelines and activities, which address the designated performance standards and/or competencies to be improved. A copy of the Progress Form and the Professional Improvement Plan Form shall be forwarded to the Office of Professional Standards.</li> <li>▶ Any employee whose official performance rating is Unacceptable shall be notified of the possible recommendation for non-reappointment if unsatisfactory performance continues.</li> </ul>
	<p><b>By April 15:</b></p> <ul style="list-style-type: none"> <li>▶ A Progress Form shall be completed and filed in the Office of Professional Standards for non-school site employees being recommended for non-reappointment who have been on a professional improvement plan.</li> <li>▶ Evaluation of performance shall continue for the balance of the contract year.</li> </ul>
<p>Employees not on the regular schedule of planning and evaluation activities because of assignment to a new work location during the year shall be scheduled for a conference within two months of their initial planning conference to review performance to date.</p>	

EVALUATION PHASE	By June 30:
<b>EVALUATION FORM</b> For completion	<ul style="list-style-type: none"> <li>▶ An End-of-Year Evaluation Conference shall be conducted with the employee.</li> </ul>
<b>PLANNING FORM</b> From current year-for reference	<ul style="list-style-type: none"> <li>▶ Evaluation forms for all employees shall be completed and filed in Human Resources and in the office of the reviewer, evaluator, and employee.</li> </ul>
<b>CHECKLIST</b> for Non-School Site Employee's Evaluation Form	<ul style="list-style-type: none"> <li>▶ An initial Planning Form for the upcoming year shall be developed as part of the End-of-Year Evaluation procedure. (See Planning Phase timeline)</li> </ul>

**APPENDIX D**  
**GRIEVANCE FORMS**



## **APPENDIX D**

### **GRIEVANCE FORMS**