

MASTER CONTRACT
BETWEEN
THE BAY DISTRICT SCHOOL BOARD
AND
THE BAY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

2019-2022

Board Approved:10-12-20
Ratified:10-22-20

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PREAMBLE

This agreement, entered into this 22nd day of October 2020, by and between the School Board of Bay County, Florida, hereinafter called the "Board", and the Bay Educational Support Personnel Association, bargaining on behalf of all educational support personnel, hereinafter called the "Union".

WITNESSETH

WHEREAS, The Board has agreed to negotiate in good faith with the Union as the exclusive representative of its educational support personnel with respect to salaries, hours, terms and conditions of employment and now, having reached agreement on all such matters desire to execute this contract covering such agreement, and

WHEREAS, The Board and Union, following complete and deliberate negotiations, have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

Recognition

- 1.1 The Board recognizes the Union as the sole exclusive bargaining agent for the bargaining unit of employees whether on the job or on approved leave or on the job pending official action of the Board, all as certified by the Public Employee Relations Commission on Case No.RC-85-048, Certification No. 702, VERIFICATION OF ELECTION RESULTS AND CERTIFICATION OF EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE, issued by the Florida Public Employees Relations Commission on the fourteenth day of March, 1986, to wit:

"INCLUSION; All full-time and regular part-time Educational Support employees including maintenance workers, custodians, maids, head custodians, food service managers and assistant managers, food service workers, bus drivers, bus paraprofessionals, paraprofessionals, voluntary pre-K associates, secretaries and clerical employees."

"EXCLUSIONS: All employees paid from the following salary schedules are excluded: instructional, licensed, administrative/supervisory, confidential, and safety and security.

- 1.2 All rights, privileges and benefits granted to the Association in this Agreement shall pertain exclusively to the Union so long as it remains the certified bargaining agent.

ARTICLE 2

Union Rights

- 2.1 The Union shall have the right to use school buildings and other work sites at reasonable hours for business meetings when approved by the facility's manager and/or Superintendent. The Board may charge for necessary custodial and utility services to the extent that other non-school groups are charged. All required forms for use of school and district facilities must be completed and proof of proper insurance must be presented.
- 2.2 The Union shall have the right to post notices of activities and matters of Union concern on a specifically assigned bulletin board in each work site and shall be responsible for policing the assigned bulletin board. The location of the bulletin board is to be designated by mutual agreement of the facility manager and Union representative.
- 2.3 A mailbox will be provided for each full-time Educational Support employee (excluding Administrative Building). The Union shall have the right to use employee mailboxes for communications to employees. The Union shall also have the right to use the school system courier services for ratification votes, sick leave pool communications and for other mutually agreed upon interests of both parties. The Union will be provided a mailbox at the school nearest its central office. All correspondence shall include a return address and sender's name.
- 2.4 The Union will be allowed use of the Public Address System before and/or after the student day for announcements. Announcements affecting bus drivers may be aired over bus radios. Such announcements will be made by the facility manager or his/her designee.
- 2.5 Employees required at the direction of the Superintendent or the Board, in writing, to attend Board Meetings during regular working hours shall be granted temporary duty leave with pay.

The Union will be placed on the agenda of each regular Board meeting. Written requests for official Board action must be presented to the Superintendent at least two (2) working days prior to the agenda meeting. The Union shall be placed on the agenda of any special Board meeting provided that the Union makes written request to the Superintendent within one (1) day after announcement of such meeting.

- 2.6 Any employee who is a member of the Union, or who has applied for membership, may sign and cause to be delivered to the Board an assignment authorizing deduction of membership dues in the Union. The Union will be responsible for determining the appropriate tier to be in effect for the employee. This will be indicated clearly on the signed authorization form provided to the Payroll Department. Should an employee's annual earnings necessitate a change to another dues tier, the Union will be responsible for providing a signed membership form indicating the new tier before the Payroll Department makes any change to the employee's dues tier.

Pursuant to such authorization the Board shall deduct such sum as authorized in equal payments from the employee's regular salary check beginning no later than 20 days after the completed authorization form is received in the Payroll Department. Such authorization shall continue in effect as long as the Union remains the certified bargaining agent for employees in this unit. Any employee may revoke the above authorization by giving the Board and the Union written notice thirty (30) days prior to any payroll submission date. The revocation will be effective on the first payroll submission date after the conclusion of the thirty (30) day notice. The Board agrees to remit dues collected on behalf of the Union within a reasonable length of time after collection not to exceed two (2) weeks. The dues deduction form will be provided by the Board. The Union shall indemnify and hold harmless the Board from any and all claims, demands, suits and costs incurred in connection with such claim demand, or suit, resulting from any action taken or omitted by the Board for the purpose of complying with the provisions of this section. The Union shall publish to its general membership the amount of monthly dues prior to the first payroll date of any year. If a change in dues occurs, employees shall be notified.

- 2.7 Upon written authorization from the employee, the Board shall deduct from the wage of any employee and make appropriate remittances for any plan or program approved by the Board to include credit union, charitable donations, insurance, or annuities.
- 2.8 The Union president or his/her designee shall be allowed to visit work sites to investigate employee grievances (as specified in Article 4) and for official Union business provided the visit is scheduled with the facility manager. Such visits shall in no way disturb the school's instructional program or disturb the work schedule.
- 2.9 Following a facility manager's presentation of business at a meeting of Educational Support employees, the Union representative may meet with employees for the purpose of presenting brief reports and announcements. Quarterly, the BESP representative, in the absence of the aforementioned business meeting by the facility manager or principal

where all support professionals are able to attend, may schedule a meeting during the work day that is convenient for most support employees, that shall not interrupt the student instruction, and that every attempt will be made to make arrangements to allow all support employees to attend.

- 2.10 The Board packet will be available on-line for the Union immediately after publication.
- 2.11 The Union president or his/her designee shall be granted, upon request, temporary duty leave to attend Board meetings. The Union shall reimburse the Board for substitutes when necessary. The reimbursement will include the cost of the substitute's pay plus the employer's matching portion of the Federal Insurance Contribution Act (FICA). If a regular employee is used as a substitute, then the Union will reimburse the Board for retirement. This provision for reimbursement will apply for all substitutes provided by the Union.

The Union president or his/her designee/designees may be granted temporary duty leave to attend conferences or legislative activities that will benefit the school system, with prior approval by the Superintendent or his/her designee. The Union shall reimburse the Board for substitutes, when necessary.

- 2.12 The Union president shall appoint a representative(s) to serve on appropriate standing county level committees.
- 2.13 The Board will allow the Union a maximum of seventy-five (75) days release time for union activities. These days may be used for school visits, Board meetings, grievance hearings, implementation of the Union contract, bargaining, internal and external public relations conferences, legislative activities and FEA Representative Assembly. The Union will reimburse the Board for substitute's pay to include the number of days used up to the maximum of seventy-five (75) days when necessary.
- 2.14 A one year leave of absence, without pay, shall be granted to any employee upon application for the purpose of serving as a full-time, paid officer of the state or national affiliate of the Union. Said employee may apply for a year's extension of the original leave.

ARTICLE 3

Negotiations Procedures

- 3.1 In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the members of the bargaining unit voting, but the parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Union.
- 3.2 Following tentative agreement of the contract, the Board agrees to print a copy of the changed language for the Union to distribute to its bargaining unit members for the purpose of ratification.
- 3.3 After this Agreement has been ratified by the Board and the Union, the Board shall place the Master Contract on the District website.
- 3.4 Negotiations sessions shall begin at a mutually agreed upon time. When it is necessary for a negotiating session to take place during normal working hours, no more than six (6) Union bargaining team members shall be granted temporary duty leave. Such leave shall include time to travel from job sites to the session.

ARTICLE 4

Grievance Procedure

- 4.1 Any claim by an employee, or a group of employees, that there has been misinterpretation or misapplication of any provision of this written agreement or School Board Policy that affects educational support personnel's wages, hours, or terms and conditions of employment which is inconsistent with the terms of this Agreement or School Board Policy shall be a grievance. If the grievance involves any of the rights granted to the Union, the grievance may be filed by the Union directly to Step II.
- 4.2 The grievant(s) shall be allowed to appoint a Union representative, at no cost to the Board, to be present for all meetings, hearings, appeals, or other proceedings relative to any grievance which has been formally presented and no employee may be required to discuss any grievance if the Union representative is not present. If an employee desires Union representation, the employee shall be responsible for requesting such representation. Additional representation will be by mutual agreement.
- 4.3 In the event that an employee believes there is a basis for a grievance he/she shall first discuss the alleged grievance with the facility manager (Within the Superintendent's Complex, a department constitutes a facility.), at which a representative may be present, within ten (10) working days of the alleged violation or within ten (10) working days following the time when the employee responsibly should have gained knowledge of its occurrence. Any adjustment reached in the informal discussion shall be consistent with the terms of this Agreement. If, after informal discussion with the facility manager, a grievance exists, the grievant(s) must initiate the following formal grievance procedure within five (5) working days from the date of the informal conference specified above. When requested by the employee, a Union representative may be present. The aggrieved may withdraw a grievance at any step in the adopted procedure.

Appeals to Step I and Step II must be filed within five (5) working days following the disposition of the grievance or the expiration of the disposition timelines.

Step I

A formal written grievance must be filed on the specified grievance form and submitted to the facility manager. In the event the remedy sought is not within the jurisdiction of the facility manager, the grievant may file the Step I grievance at the lowest level at which the relief may be

granted. Such form will be available from the Union representative and will be available on the District website. The facility manager will schedule and conduct a Step I hearing within five (5) work days of the receipt of the formal grievance. The facility manager will then have five (5) working days after the Step I hearing to indicate the disposition of the grievance in writing on said form with distribution as indicated on the form.

Step II

If the grievant(s) is/are not satisfied with the disposition of the grievance made by the facility manager, or the Step I timeline expires without a hearing as established above, the grievance may be submitted to the Superintendent. Within five (5) working days of receipt of the grievance the Superintendent, or his/her designee, shall meet with the grievant(s) and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting to the grievant(s).

Step III

If the grievant(s) is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) working days after the Step II hearing, the grievance may be submitted to mediation through the Federal Mediation and Conciliation Service. The grievant must submit a written request for mediation to the Federal Mediation and Conciliation Service within ten (10) days of the Step II hearing if a disposition is received within the time limits or twenty (20) days if no disposition has been received. A copy of the request for mediation must be provided to the Superintendent or his/her designee to verify that the time limits have been met. With the agreement of both parties this step may be waived and the grievance may proceed directly to Step IV.

Step IV

If the grievant(s) is/are not satisfied with the disposition of the grievance at Step III or the Step III timelines expire without a hearing or written decision, the grievant(s) may, within twenty (20) days, submit the grievance to final and binding arbitration. Arbitration will proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association, the rules of which shall govern the proceedings. The arbitrator shall not have the power to alter the terms of this agreement.

The arbitrator shall be selected from a mutually agreed upon permanent panel. The panel shall consist of five (5) arbitrators. Arbitrators shall be selected for individual cases on a rotating basis. Any changes in the permanent panel system must be mutually agreed upon, in writing, by the parties.

Should any of the permanent panel members withdraw from the rotating list, the parties shall attempt to mutually agree upon a replacement. Should the parties fail to reach agreement on a replacement and/or a modification of the permanent panel, then arbitrators shall be selected under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- 4.4 The time limits provided in this article shall be strictly observed but may be extended by written agreement of the Superintendent or his/her designee and the aggrieved. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the aggrieved or other party to the proceedings prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the person can be present.

Every effort will be made to schedule hearings other than during work hours. However, when such grievance meetings and conferences are held during work hours, each employee whose presence is required shall be excused, with pay, for that purpose.

- 4.5 No reprisals of any kind will be taken by the Administration or Board or Union against any employee because of his/her participation in this grievance procedure. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.
- 4.6 The commencing of legal proceedings against the Board in a court of law or equity, or before the Public Employees Relations Commission or any other administrative agency, by an employee, employees, or the Union, for an alleged violation or violations of the express terms of this agreement shall be deemed a waiver by said employee, employees, or the Union, of its/their right to resort to the grievance and arbitration procedure contained in this agreement for resolution of the alleged violation or violations of the express terms of this agreement.
- 4.7 The Union representative will be provided access to any and all public documents as outlined in Florida Statutes 119 and 1012.31. The cost of such documents shall not exceed standards outlined in the above cited statutes.

- 4.8 The Union will be notified in advance of all hearings conducted relative to grievances involving bargaining unit members. The Union may be present for any grievance hearings.
- 4.9 The grievance procedure shall not obligate the Union to represent non-members.

ARTICLE 5

Working Conditions

5.1 A. Full-time Educational Support Personnel

Full-time educational support personnel are defined as those employees who are employed by agreement or contract and work six (6) or more hours each day or more than thirty (30) hours per week. It shall be the goal of the District to provide these employees with at least six (6) hours per day. Once any of these employees attains six (6) hours per day, they shall not be reduced to less than six (6) hours except as allowed under Article 11.1.

B. Part-time Educational Support Personnel

Part-time educational support personnel are defined as those who are employed by contract or agreement and work less than six (6) hours each day or less than thirty (30) hours per week, except as outlined in Article 5.1 A. Part-time educational support personnel are entitled to Florida retirement and FICA benefits as prescribed by their rules, but are not entitled to leave or insurance provisions as adopted herein.

5.2 A. During each four (4) hour period of work each employee shall be entitled to a fifteen (15) minute break. Employees working six (6) or more hours shall be provided an unpaid, duty free meal period of no less than thirty (30) minutes.

B. After completion of a field trip if a bus driver's job responsibilities have prohibited him/her from taking their 30 minute duty-free meal he/she will be paid for their meal-time at their regular hourly rate. The field trip sponsor will verify the fact that the driver's duties kept them from taking their duty-free meal.

C. After completion of a field trip if a paraprofessional's job responsibilities have prohibited him/her from taking his/her 30 minute duty-free meal, he/she will be paid for the lost time at his/her regular hourly rate. The field trip sponsor will verify that the paraprofessional's duties kept him/her from having a duty-free meal.

5.3 A. It shall be the responsibility of the employee to report, in writing, potentially unsafe or hazardous conditions to the immediate supervisor who shall have the condition investigated. If an unsafe or hazardous condition exists, the supervisor will take steps to

correct the condition. The supervisor shall notify the employee, in writing, within ten (10) working days of action(s) being taken to correct the conditions. If however, the immediate supervisor feels an unsafe or hazardous condition does not exist, said supervisor shall notify the employee, in writing, of the reasons. Such notification shall take place within ten (10) working days of the complaint being filed.

B. Should a worksite administrator have or choose to establish a Safety Committee, said Committee shall offer an opportunity to include a BESPAs representative or BESPAs member selected by the support employees at the worksite.

5.4 The Board shall provide such safety clothing and equipment as needed. Work boots shall be provided as expressed in 5.13 B.

5.5 In case of an emergency, employees may leave their work location, provided they receive prior approval of the facility manager or his/her designee.

5.6 Time lost by an employee for appearances before a School Board, judicial board, or legal authority in connection with any incident in this article shall result in no loss of wages or reductions in accumulated leave.

5.7 No formal action (anything affecting future employment status) against an employee shall be taken on a basis of a complaint by a parent or student or other individual, nor any notice thereof, shall be included in the employee's personnel file unless the matter is first reported to the employee in writing. Such material can only be placed in the file through authorization of the facility manager and the Superintendent. No anonymous complaints shall be placed in an employee's personnel file.

The personnel file shall be defined as a composite of the work site file and the county office file. There shall be no other personnel files.

5.8 If an employee is complained against or sued as a result of any action consistent with School Board policies taken by the employee while performing normally assigned duties, the Board will provide legal counsel.

5.9 Employees whose job descriptions call for student supervision may refer disruptive students to the appropriate certificated person.

5.10 Any case of assault and/or battery upon an employee shall be promptly reported, in writing, to the facility manager or his/her designated

representative.

- 5.11 Hair length of the employee is a matter of personal preference and shall not be abridged except in instances where such hair length is a safety or sanitary hazard.
- 5.12 The employee has the right to request Union representation when he/she is informed that a meeting with his/her facility manager may result in formal disciplinary action. Such action shall include formal reprimands, warnings, suspensions, or discharge. It is the responsibility of the employee to request representation. This section is not intended to prevent the administration from conducting appropriate investigations prior to taking disciplinary action.
- 5.13 A. The Board will require educational support personnel to wear Board provided identification badges. In addition, the Board will require employees to wear furnished articles of clothing for identification and security reasons. All employees shall abide by OSHA Regulations/Standards.

B. Maintenance Dress Code

All employees should dress professionally. BDS uniforms will be distributed to all employees, except office staff, and should be worn at all times while the employee is at work. Only BDS-approved uniform items are acceptable.

C. Safety Boots

Steel toe or Kevlar boots will be required for maintenance, warehouse, and transportation employees assigned to work in the shop area. After completing ninety-one (91) days of full-time, active duty, a current full-time employee will be reimbursed \$100 for this item in July. This is a yearly reimbursed amount. In order to receive a yearly reimbursed amount of \$100 in July each year, an employee must:

- have worked ninety-one (91) days and
- be a current, full-time employee recommended for re-employment the following year.

If an administrator has concerns with the attire of an employee, the administrator shall meet with the employee in a private setting to address the specific concerns.

- 5.14 A. The parties agree that, for the building trades and mechanics, tools are properly furnished by both employee and employer.
- B. Custodial employees shall be furnished with supplies, equipment and tools to accomplish tasks assigned.
- C. The Superintendent and his/her staff shall provide the necessary in-service education and training activities to keep educational support employees knowledgeable and effective in their jobs. Educational support personnel will be notified prior to each school year the dates of in-service and will be provided a two-week notice when possible of in-service training that might emerge after the school year has begun and will be required to attend unless personal leave is applied for and approved by his/her supervisor.
- 5.15 As a demonstration of respect, no employee shall be publicly reprimanded. All reprimands will be conducted in an enclosed office/room. The employee may request a representative be present during reprimands.
- 5.16 School bus drivers and school bus paraprofessionals who transport medical fragile students will be given proper training by the end of October of each year for that purpose.
- 5.17 Employees will not be allowed to use tobacco in any form on real or personal property owned or under the control of the Bay District School Board (including vehicles and buses).
- Employees may leave school property during duty-free lunch and scheduled breaks to use tobacco products.
- 5.18 All persons authorized to administer medication shall receive specific training from health personnel of the County Health Department or by registered nurses/licensed practical nurses employed by Bay District Schools. The training of such personnel shall be incorporated each year in the School Health Services Plan in accordance with School Board Policy 7.302(8) and State Statute 1006.062.
- When Educational Support Personnel occupy positions that require the performance of such procedures or voluntarily accept employment for or transfer to positions that have such

requirements, they will receive proper training as specified in Florida Statutes. Costs of such training will be funded by the School Board.

- 5.19 No Paraprofessional shall be required to function as a substitute in the absence of the regularly assigned teacher except in the case of an emergency. An emergency shall be defined as circumstances reasonably beyond the control of the Employer. Should a paraprofessional assigned to substitute duty work more hours than he/she is normally scheduled, he/she will be paid for the extra time worked at his/her hourly rate or if mutually agreed upon by paraprofessional and site administrator, an equal amount of compensatory time.
- 5.20 The Board will pay for the fingerprint renewals for educational support employees.
- 5.21 The Board shall offer Crisis Prevention Intervention (CPI) training for ESE paraprofessionals selected by their principal to either become CPI certified or to participate in the CPI refresher course. Additionally, when CPI training opportunities arise through the year, principals shall notify all paraprofessionals of the trainings.
- 5.22 All part-time employees who are employed for four (4) hours or more each day for five (5) days per week will be offered unlimited use of the Educators Wellness Center for \$10 per pay period through payroll deduction. For the 2020-2021 school year, the new rate will begin after the first pay period following Board approval and Union ratification. This benefit is for part-time support employees only.

ARTICLE 6

General Employment Practices

- 6.1 It is the policy of the School Board of Bay County to employ and retain as employees those best qualified to fulfill the needs of the public without regard to race, color, religion, national origin, sex and/or age. Employees will be entitled to mutual respect. They will treat other employees, students and the general public with respect, courtesy, and professionalism.
- 6.2 All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. The Board may require a subsequent examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician will be selected by the Board and cost of that specific examination will be paid for by the Board.
- 6.3 The personal life of an employee is not an appropriate concern of the Board except as it may directly affect the employee's performance of properly assigned functions.
- 6.4 Substitutes will not be used to fill vacancies for more than twelve (12) weeks. If at that time a vacancy exists, it will be filled according to Article 8.
- 6.5 Summer school employment for 10 month employees (not including bus drivers) will be as follows:
 - A. Available positions shall be posted at each work site two weeks prior to the start of summer school.
 - B. Qualified applicants from within the worksite shall be afforded the first opportunity to apply for any available positions.
 - C. Seniority among current employees shall be the determining criteria for the filling of the available position.
- 6.6 The regular contract work days for individuals in a ten (10) month support classification continues to be defined as student days per the Bay District Schools' Calendar that is published each year.

ARTICLE 7

Transfers and Reassignments of Full-Time Employees

- 7.1 A. Reassignments defined - A reassignment is movement of an employee from one position to another at the same work site.
- B. Transfers defined - A transfer is movement of an employee from one work site to another.
- C. Seniority defined - Seniority is defined as the total number of years the employee has been continuously employed by the Bay County School Board.
- D. Qualifications: No employee shall be required to re-qualify for a position when seeking a transfer or reassignment to a position of equal qualifications.
- 7.2 Voluntary reassignment will be accomplished in the following manner:
- A. Employees desiring reassignment may submit a written request to the facility manager during the five (5) or four (4) days the vacancy is posted as specified in Article 8 of this agreement.
- B. Employees who submit a written request for reassignment within the work site where a vacancy exists shall be interviewed prior to the hiring of a new employee, subject to the following condition. If there are more than five (5) reassignment requests the site manager shall review files of all requests and choose a minimum of five (5) to interview.
- C. The work site manager will take the voluntary reassignment request for the position(s) available, and make a final determination among the candidates based on the following:
1. Qualifications,
 2. Length of service in the district,
 3. Preferences of those requesting voluntary reassignment and,
 4. An interview.
- D. Employees who are reassigned shall retain all experience credit for

the purpose of their hourly wage rates and benefits as provided by this contract. However, if the reassignment results in an increase of more than ten paygrades the employee may bring a maximum of 10 (ten) years of experience credit for the purpose of their hourly wage and benefits unless recommended for more by the Superintendent.

7.3 Voluntary transfers will be accomplished in the following manner:

- A. Employees desiring voluntary transfer will submit a copy of a transfer form to the employee's immediate supervisor, and the district Human Resource Department, during the five (5) or four (4) days the vacancy is posted as specified in Article 8 of this agreement.
- B. Employees who submit a written request for transfer within the site where a vacancy exists shall be interviewed prior to the hiring of a new employee, subject to the following condition. If there are more than five (5) transfer requests the site manager shall review files of all requests and choose a minimum of five (5) to interview.
- C. The work site manager will take the voluntary transfer list and the list of positions available, making final determination based on the following:
 - 1. Qualifications,
 - 2. Length of service in the district,
 - 3. Preferences of the voluntary transfers and,
 - 4. An interview.
- D. Employees who are voluntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract. However, if the voluntary transfer results in an increase of more than ten paygrades the employee may bring a maximum of 10 (ten) years of experience credit for the purpose of their hourly wage and benefits unless recommended for more by the Superintendent.

7.4 When involuntary transfer(s) in a school or department is necessary, the following procedure shall be followed:

- A. The Superintendent shall determine the areas of reduction in specific departments.

- B. Volunteers shall first be considered. Volunteers shall be transferred provided there is a school or program that is entitled to an employee with the volunteer's qualifications and the volunteer is approved by the receiving facility manager.
- C. When there are not enough volunteers, involuntary transfers may be made. An involuntary transfer list shall be made based on length of service in the district with the lowest in length of service being transferred first.
- D. A list of positions with necessary qualifications to fill each position will be made from all school or departments needing additional employees. Said list will be made available to all who are being transferred involuntarily.
- E. Involuntary transfers will indicate their preference of the available positions.
- F. The Superintendent will take the involuntary transfer list and the list of positions available, making assignments based on the following:
 - 1. Qualifications,
 - 2. Length of service in the district,
 - 3. Preferences of the involuntary transfers and,
 - 4. An interview.

Based on their seniority, personnel to be involuntarily transferred will choose their three preferred positions from the vacancy list for which to interview. If more than 5 persons choose the same position to interview for then the 5 persons with the most seniority will be granted interviews for that position. In all cases the person must choose positions for which they meet the minimum job qualifications.

Persons will then be granted up to three interviews based on the above. In the event he/she is not selected by the site administrator for one of these positions then the Superintendent will place the employee in a vacancy for which he/she is qualified and with regard to the placement's proximity to his/her home.

- 7.4 G. In the event there are no vacancies for which the employee is qualified that are equivalent in pay to the position the employee currently holds, then the Superintendent may place the employee in a lesser paid vacant position for which he/she is qualified.

In such cases the employee shall receive the rate of pay he/she received in their previous position for one school year, after which time he/she shall receive the rate of pay associated with his/her new current position.

- H. Employees who are involuntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract. However, if the involuntary transfer results in an increase of more than ten paygrades the employee may bring a maximum of 10 (ten) years of experience credit for the purpose of their hourly wage and benefits unless recommended for more by the Superintendent.

- 7.5 A volunteer is qualified if:

- A. he/she is currently employed in a position with the same job classification; or
- B. he/she has met the same requirements as specified on the job description.

- 7.6 A hiring freeze shall be in effect within that category while the involuntary transfer process is in progress.

- 7.7 The Superintendent of Schools may transfer a support employee for staffing or program needs. The employee may request in writing a reason for the involuntary transfer. The employee will transfer at their current pay rate and will continue to be eligible for salary increases.

ARTICLE 8

Vacancies and Promotions

- 8.1 A. Promotion and Upgrades defined: A promotion is movement to a higher pay grade at any work site in job classification or the same job classification with additional hours. Upgrades are promotions within a work site and do not result in an increase in the number of positions at a cost center. Upgrades do not require advertisement outside the cost center. All employees within the cost center meeting the requirements contained in the new position's job description will have an opportunity to apply. Upgrades shall be filled according to qualifications and experience.
- B. Seniority defined: Seniority is defined as the total number of years the employee has been continuously employed by the Bay County School board.
- C. Vacancy defined: When a position has been created or a current position has been vacated, which is intended to be filled, a vacancy exists.
- 8.2 A. When a vacancy exists, the position shall be posted on the BDS website for five (5) days. Article 8.1 A is an exception to Article 8.2.A. If the district is on a four (4) day week during the summer, the position will be advertised for four (4) working days.
- B. Preference will be given to internal applicants for vacancies. Outside applicants shall not be considered until the five (5) most qualified internal applicants, as determined by the facility manager, have been interviewed. When the final decision involves bargaining unit members, the position shall be filled based on qualifications.
- 8.3 If positions are not properly advertised within the provisions of this Article, the Union may file a grievance at Step II of the grievance provision.

ARTICLE 9

Employee Evaluation/Personnel Records

- 9.1 The purpose of employee evaluation is: a) to help the employee to carry out his/her stated job responsibilities by fairly and accurately assessing the employee's performance, and b) to support decisions concerning employee discipline, promotion, improvement, and compensation.
- A. Evaluation shall be the responsibility of the facility manager or his/her designee, who may be the employee's immediate supervisor, who shall not be a member of the bargaining unit.
 - B. Each employee shall be informed of the procedures under this article, and given a copy of the evaluative document by October 1 of each year or upon employment, if after October 1. Said document shall include the title of the supervisor who will conduct the evaluation. The department or school site manager reserves the right to change the person conducting the evaluation.
 - C. Each employee shall receive by the date designated by the HR Department a written evaluation from his/her immediate supervisor at least annually. An evaluation conference shall be conducted to present the evaluation to the employee.
 - D. Such written evaluation shall note the employee's strengths, weaknesses and specific areas needing improvement.
 - E. Before marking an employee "Needs Improvement" or "Unsatisfactory" in a total category on the annual evaluation, the employee shall be informed in writing of the following:
 - 1. what assistance the administration will provide in making the required improvements
 - 2. the specific time frame within which the improvements must be made
 - 3. specific consequences the employee will face if the improvements are not made within the required time frame.
 - F. Employees shall acknowledge receipt of their written evaluation by signing at the bottom. Such signature does not necessarily indicate agreement with the content of the evaluation, but merely indicates receipt. No employee shall be required to sign an incomplete or blank evaluation.

9.1 G. If the employee does not agree with any portion of the evaluation report given to him/her, he/she shall have the right to a conference with the evaluator and to attach a written response to the evaluation report within fifteen (15) work days of receipt.

H. The employee may file a grievance for procedural reasons.

9.2 Personnel Records

A. Personnel records are the property of the Board. Any employee shall have the right to review his/her file and have copies made of any documents contained in the file at a cost to be determined by the Superintendent not to exceed that authorized by law.

B. Neither the Board nor any of its representatives shall establish any separate personnel file which is not available for inspection.

C. An employee shall be permitted to see his/her District office personnel file, except for confidential letters of recommendation, upon reasonable request, and may duplicate any information in the file at his/her own cost. Any complimentary/derogatory material must be provided to the employee before the material may be placed into that employee's file.

Any material originating with the School District which is complimentary/derogatory to any employee's conduct, service, character of personality, relating to performance, shall be placed into the employee's file according to one of the following procedures:

1. By personal delivery - If the material is provided by personal delivery to the employee, the employee shall sign a copy of the document to acknowledge that he/she has received such material. The employee's signature does not indicate agreement with the content of the material.

2. By witness - If an employee refuses to sign the material, the supervisor may get a third party to witness that the employee has been provided the material. The witness must sign and date the material before it is placed into the personnel file.

D. An employee has the right to answer in writing any such materials placed in his/her personnel file.

ARTICLE 10

Fair Discipline and Dismissal

- 10.1 After a probationary period as defined below, the Board and/or its representatives shall have just cause for discipline, including but not limited to, reprimand, suspension or demotion.
- 10.2 The probationary period for ten (10) month employees shall be ninety (90) working days and for twelve (12) month employees shall be one hundred and twenty (120) working days beginning the first day the employee reports for work.
- A. When an employee is transferred or reassigned to a position with different qualifications from the one he/she now holds he/she will serve a probationary period as outlined above. In the event the employee's performance is Unsatisfactory during this probationary period he/she will be returned to a position comparable to that held prior to the change of positions.
- 10.3 The employee has the right to request Union representation when he/she is informed that a meeting with his/her facility manager may result in formal disciplinary action. Such action shall include formal reprimands, warnings, suspensions, or discharge. It is the responsibility of the employee to request representation. This section is not intended to prevent the administration from conducting appropriate investigations prior to taking disciplinary action.
- 10.4 The Superintendent is authorized to suspend an employee without pay for up to five (5) days. The School Board shall be notified immediately of such suspension.
- 10.5 The following procedure shall be used for suspension with the intent to dismiss rather than the grievance procedure outlined in the contract:
- A. Any member of the Educational Support staff may be dismissed by the School Board during his/her term of appointment, when a recommendation for dismissal is made by the Superintendent, giving good and sufficient reasons. Good and sufficient reasons shall include but not be limited to:
- a. Insubordination
 - b. Neglect of duty
 - c. Absence without leave
 - d. Unsatisfactory work performance
 - e. Misuse of School Board property or equipment
 - f. Violation of School Board Rules

- g. Operating a District vehicle while impaired by alcohol or drugs
 - B. Prior to making a recommendation for dismissal, the Superintendent shall investigate the charges or reasons for the proposed action and conduct an informal hearing at which time the employee, and/or his/her representative, shall have an opportunity to refute the charges or provide additional information or evidence. The Superintendent shall give the employee not less than forty-eight (48) hours notice of the informal hearing.
 - C. The Superintendent and/or his/her representative is authorized to suspend, with intent to dismiss, an employee with pay until the next regular or special meeting of the Board. The School Board shall be notified immediately of such suspension.
 - D. The School Board, prior to taking final action on the Superintendent's recommendation, shall conduct an evidentiary hearing as outlined in Chapter 120, Florida Statutes.
 - E. No member of the Educational Support staff may be dismissed except by action of the School Board.
- 10.6 Educational Support personnel not employed in continuous employment will be employed on an annual basis by the School Board. At the expiration of this annual employment there will be no guarantee of a position for the coming year. If the position will be available for the next year, the employee may be considered for another year. If his/her services are non-renewed, he/she shall be notified, in writing, of his/her employment status by June 1 for 12 month employees and by May 1 for all other employees.
- 10.7 Employees who after serving three (3) consecutive years on an annual basis as full-time Education Support Personnel with overall satisfactory evaluations for those years and who are recommended by the Superintendent and approved by the School Board shall be employed on a continuous basis. Educational Support Personnel who are employed one (1) day over half the contract year will receive credit for one (1) year.
- Employees who are initially employed on a grant or limited funding source with a specified end date will not be placed on continuous employment unless they transfer to a non-grant position. Such conditions must be contained in the advertisement for grant funded position. When the grant's funding ends a continuous contract employee will revert to the job classification held when the continuous employment status was obtained.

ARTICLE 11

Reduction in Force/ Hours

- 11.1 When the School Board through specific action declares a reduction in the number of full-time employees in the District the following procedure shall be followed:
- A. A decision will be made by the Superintendent as to the number of employees to be placed in layoff by job title.
 - B. In each job title the employee with the least amount of continuous service in the district will be placed in layoff first.
 - C. No new employee will be employed in a job title where an employee is still in layoff.
 - D. The most senior laid-off employee will be recalled first within each job title.
 - E. Employees in layoff (up to twelve (12) months) shall maintain their status as an employee on unpaid leave for the purposes of self-pay insurance and seniority accrual.
- 11.2 When the principal/site manager determines the need to reduce the hours of any continuous contract employee at a given site, the following procedure shall be followed:
- A. No continuous contract employee will be reduced in number of hours until an effort has been made to accommodate the need for reduced hours by reducing the number of hours allocated to annual employees within the affected job classification.
 - B. Should the need for reduction in hours of continuous contract employees remain, the following procedure shall apply:
 - 1. In each job title, reduction of hours shall be accomplished by seniority within the district with the least senior receiving the cut. Likewise, when hours are restored, the restoration is by seniority with the most senior being the first to receive a restoration of hours.
 - 2. No new annual contract employee will be hired in a given job title until continuous contract employees working under

reduced hours in that classification have had their hours restored.

3. No annual contract employee shall be given additional hours in a given job classification until continuous contract employees working under reduced hours in that classification have had their hours restored.

ARTICLE 12

Temporary Duty, Leaves of Absence, and Holidays

- 12.1 Annual leave shall be applied for at least five (5) working days in advance of the date leave is to commence.
- 12.2 Leaves may be taken in increments of one hour.
- 12.3 Employees may be assigned by the District to be temporarily absent from their regular duties and places of employment with pay and substitutes, if necessary. Such assignments may be initiated by the employee through the facility manager. Employees may be granted expenses as prescribed by School Board Policies.
- 12.4 Paid Leaves:

- A. Sick Leave

Sick leave is defined as personal illness or disability of the employee or illness or death of a member of the immediate family. "Immediate family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, other close relative, or any relative or dependent who resides within the employee's household.

Each employee employed on a full-time basis shall be entitled to four (4) days of sick leave as of the last day of the first month of employment of each contract year and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the member at the end of the month and which shall not be used prior to the time it is earned and credited to the member; provided, that the member shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment; provided, that such leave shall be taken only when necessary because of sickness as herein described. Such sick leave shall be cumulative from year to year, and provided further, there shall be no limit on the number of days of sick leave an employee may accrue.

In the event that five (5) or more consecutive sick leave days are necessary, the employee may, at the request of the appropriate supervisor, be required to provide verification of illness. In certain circumstances, employees who are habitually absent may be required by his/her immediate supervisor to provide verification of illness upon request. This may be earlier than five (5) days as outlined above. The employee shall be notified in advance when the requirement to provide verification earlier than 5 days is to be requested.

Any full-time employee may donate his or her accrued sick leave to any other full-time employee of the District subject to School Board policy.

B. Outside Accumulation

Unused accumulated sick leave acquired by an employee in another Florida school district shall be accepted in Bay County according to the terms of this paragraph as follows: For each day of sick leave earned by said transferring employee in this school district, said employee shall be entitled to another day of credit from the verified accumulated sick leave in another Florida school district.

C. Personal Leave

Each employee shall be entitled to six (6) days leave for personal reasons each school year. Such leave shall be charged to the employee's accrued sick leave and shall not be cumulative. Personal leave may not be taken on the work days preceding or following a holiday except with the approval of the facility manager. If Bay Base is open during a period of time that the remainder of the School System is closed, Bay Base employees must be pre-approved by their supervisor five days in advance of the time the School System is closed in order to take personal leave during this time. Employees will not be required to give reasons for personal leave.

D. Illness-In-Line-Of-Duty

Any employee shall be entitled to illness-in-the-line-of-duty with full pay when the employee has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at their work site. Such leave shall not exceed ten (10) work days during any school year and must be applied for within five (5) work days of returning to work. Use of such leave shall result in no reduction of the employee's accumulated sick leave. If an employee is absent more than ten (10) days the following options shall be available:

1. Continue the Workers' Compensation benefits.
2. Substitute sick/annual leave in place of Workers' Compensation benefits.

E. Verification of Leave

The necessary forms for verification of the reasons for absence will be available in each facility office. The immediate supervisor shall have the forms available for the employee's completion and/or signature on the day the employee returns to work. Employees must complete the forms the first day they return to work.

F. Jury Duty

Any employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be entitled to full salary for such time. (This does not apply to plaintiffs.)

G. Annual Leave

All personnel on a 12 month basis shall be entitled to annual leave cumulative to no more than 480 hours at the end of any fiscal year. In instances when the employee cannot use the accumulated leave due to the action of the Board, the hours accumulated shall be unlimited.

The annual leave allowance shall be*:

- 4 hours monthly.....0-4 year employees
- 6 hours monthly..... 5-9 year employees
- 8 hours monthly.....10-14 year employees
- 10 hours monthly.....15 years and up employees

*These hours are based on an 8 hour scheduled work day; therefore, 12 month employees who work less than 8 hours would receive a pro-rated amount.

Employees that were twelve month employees who were involuntarily reassigned are at liberty to take their annual leave as if they were still on a twelve month contract. Both parties recognize that earned annual leave can be taken by any employee as outlined with the BESP contract.

Credit for annual leave shall be posted as of the last day of each month. Annual leave shall be scheduled so there will be minimum disruption of the school system. Annual leave shall not be earned while an employee is on Workers' Compensation.

Upon termination, employees shall be paid for unused annual leave accumulated prior to June 30, 1994 up to 408 hours. Such payment shall be made at the rate of pay by which the person was paid on June 30, 1994.

In the event of death of the employee, payment of the unused annual leave accumulated at the time of death shall be made to the person's beneficiary, estate, or as provided by law. The employer will provide at least fourteen (14) days notice of the cancellation of annual leave.

An employee who earns annual leave and changes his/her job classification to a position that does not earn annual leave, must use the leave before the beginning date of the new position. In instances when that is not possible, such accumulation shall be carried by the Board until the employee returns to a job classification which earns annual leave or terminates employment with the District at which time the accumulated leave shall be treated as though the employee had continued to hold a position which earned annual leave.

Years of service for the purpose of computing annual leave shall be interpreted to mean the years service as an employee of the Bay County School Board in a full-time (52 weeks annually) position. Years service in positions of employment with the Bay County School Board of less than 52 weeks annually do not qualify for annual leave and that service will not be considered when an employee transfers to a 52-week position.

H. Military Leave

All officers or employees of the School Board who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard, shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they shall be engaged in field or coast defense exercise or other training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active duty; provided that leaves of absence granted as a matter of legal right under the provisions of this section shall not exceed 17 days in any one annual period; provided, further, that leaves of absence for additional or longer periods of time without pay for assignment to duty with civilian conservation corps units or other functions of a military character may be granted shall have the force and effect of other leaves of absence authorized by this section.

Copies of all official orders are required to be provided to the Human Resources Department.

- I. In the event the facility manager closes the facility and the employee does not wish to take annual leave or unpaid leave the employer will find the employee a job within the District.

12.5 Unpaid Leaves:

A. Maternal/Paternal Leave

A maternity/paternity leave of absence without pay shall be granted to an employee for the purpose of child bearing and/or child rearing as follows:

1. An employee has up until the birth of his/her child to apply for paternity/maternity leave. The employee has the following leave options for maternity/paternity leave:
 - a. Thirty (30) working days
 - b. Sixty (60) working days
 - c. An academic semester
 - d. Two academic semesters

An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided, upon the request of her immediate supervisor, her physician certifies that she is able to properly perform her required assignment.

2. Upon request, an employee adopting a child may request leave at the time of receiving de facto custody of said child, or prior to receiving such custody, if necessary in order to fulfill the requirements for adoption. This leave shall not be more than one (1) year.

B. Child Care Leave

Unpaid leave of one (1) school year or the balance of a school year shall be granted for child care, provided that such leave is substantiated by a physician's recommendation. Other types of child care leave may be approved by the Superintendent. While on child care leave, no individual shall take additional employment outside the school system.

C. Enhanced Personal Leave

Continuous contract employees may be granted enhanced personal leave without pay up to one (1) year with the approval of the Superintendent. A request for additional leave will be granted on a case-by-case basis. A valid reason explaining the circumstances and necessity for such leave shall be submitted. Annual contract employees may be granted enhanced personal leave for professional improvement in the field of education.

D. Overused Sick Leave

In the event an employee uses up his/her sick leave, he/she may apply for overused sick leave for the employee's illness or to care for a member of the employee's immediate family who is ill. A doctor's statement of the employee's inability to work or family member's incapacity may be required. Holidays shall not be earned while an employee is on overused sick leave. Insurance will be paid in accordance with the Family Medical Leave Law.

E. Personal Leave

Employees may be granted personal leave without pay up to a maximum of ten (10) working days per school year.

12.6 Return from Leave

An employee granted unpaid leave pursuant to this article shall have the following reemployment rights:

- A. Leave granted pursuant to this article shall not extend beyond the end of the school year in which said leave is granted.
- B. The employee must notify the Human Resources Department not later than March 1, in writing, of his/her intent to return the next school year. Failure to notify the Human Resources Department by March 1 shall result in loss of any and all employment rights the employee may have had. The Board shall supply a list of employees on approved leave to the Union on or before February 15. Any unpaid leave applied for after March 1 must include a letter of intent as to whether the employee will return, or not return, to work.
- C. The employee shall be returned to his/her former position if a vacancy exists or to a substantially equivalent position.

12.7 Family Medical Leave

A. Eligibility:

All full-time employees covered by this agreement who have worked for the Board at least twelve (12) months preceding the start of leave may be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period when leave is taken for one or more of the following circumstances:

1. The birth of a son or daughter of a employee and to care for the child.
2. The placement of a son or daughter with a employee for adoption or foster care.
3. To care for the spouse, son, daughter or parent of a employee, if the family member has a serious health condition.
4. The employee is unable to perform the functions of the

position because of the educational support personnel's own serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care at a hospital, hospice or residential medical care facility; or (2) continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, the employee's entitlement to leave expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

Leave Year: An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any twelve (12) month period to be measured forward from the first date of leave.

Where both spouses work for the Board, their total, combined leave in any twelve (12) month period is limited to twelve (12) weeks if leave is taken for the birth or adoption of a child.

B. Intermittent or Reduced Schedule Leave

Intermittent Leave for Planned Medical Treatment: This leave may be taken when the employee or the spouse, child or parent of the employee has a serious medical condition and it is foreseeable that the employee will need short periods of time off. Intermittent leave may be taken in increments of one or more days or partial days, separated by increments of one or more days or partial days at work.

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either a employee's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or replacement of a son or daughter. Employees seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates and which treatment is expected and the duration of the treatment. Employees are expected to make a reasonable effort, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the Board's operations. Employees are also required to give the Board through the Human Resources Department, thirty

(30) days notice or as much notice as is practicable of their intentions.

In the event a employee requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the employee may be transferred by the Board to a temporary alternative job for which the employee is qualified and which better accommodates the Board's needs and that of the employee.

C. Notice

A minimum of thirty (30) days advance notice of an employee's intent to take leave is required when it is foreseeable because of:

1. The expected birth of a baby.
2. The expected placement of a child for adoption or foster care.
3. Planned medical treatment for a son, daughter, spouse or parent with a serious health condition.
4. Planned medical treatment in case of the employee's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above referenced circumstances, the employee still must provide the Board, through its Human Resources Department, with advance notice as is practicable.

D. Certification

When leave is requested based on a family member's or employee's own serious health condition, the employee must provide, in writing, a medical certification of the condition and the need for leave from the employee's health care provider within ten (10) days of the written request for leave. The certification must contain:

1. The date the serious health condition began.
2. The probable duration of the condition.
3. The appropriate medical facts regarding the condition which are within the knowledge of the health care provider.
4. Where leave is based on care of a spouse, child or parent, a statement that the employee is needed to provide the care

and an estimate of the amount of time that the need will continue.

5. Where leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job.
6. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that the treatment is expected to be given and the duration of the treatment.

The certification will be treated as a confidential medical record.

E. Recertification

An employee who has taken leave because of a serious health condition or that of a family member is required by the Board to obtain subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition. The Board also requires an employee, or his/her representative, on leave under this provision to report periodically, in writing, at least every month on his/her status and the intention of the employee to return to work.

F. Restored Employment

Eligible employee who comply with all of the family and medical leave provisions and who return from family and medical leave have the right to return to the job position that they held when they went on leave, or they may be placed, in the discretion of the Board, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. (While on leave, eligible employee will retain all accrued benefits.) Restored employees returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored employees are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken leave.

As a condition to restoring a employee whose leave was based on the employee's own serious health condition, each returning employee is required to provide, in writing, to the Human Resources Department a certification from the employee's health provider stating that the employee is able to resume work.

G. Maintenance of Benefits

The Board will maintain group health plan coverage for employees on family and medical leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.

In the event an employee fails to return to work after the period of leave expires, the Board may recover any such premiums the Board paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the Board to the employee.

In the event, however, that the employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition of a family member or the employee's own serious health condition that would otherwise entitle the employee to take leave, or due to other circumstances beyond the control of the employee, the Board will not attempt to recover such premium. In this circumstance, the employee is required to provide in writing to the Human Resources Department, a certification from the employee's health care provider to that effect.

12.8 Any employee who is on unpaid leave pursuant to this article and who desires continuing insurance policies provided by the Board shall be eligible for participating in the program and shall pay the premium for same.

12.9 Holidays

- A. All full-time educational support personnel employed at least 24 weeks, but less than 52 weeks, are entitled to six (6) paid holidays each year.
- B. All full-time personnel employed for 52 weeks are entitled to ten (10) paid holidays each year.
- C. Employees, while on Workers' Compensation, will not earn holidays.
- D. All part-time employees are entitled to the following paid holidays each year: Christmas Day and New Year's Day.

ARTICLE 13

Use of Private Vehicles

- 13.1 Employees who may be required to use their own automobiles in the performance of their duties, and employees who are assigned to more than one (1) work site per day, shall be reimbursed for all driving done between arrival at the first location at the beginning of their work day and departure from the last location at the end of their workday. The rate per mile shall be as provided by School Board Policy.
- 13.2 Employees who may be required, in the performance of their duties, to travel out of Bay County shall be reimbursed for the use of their private automobile up to a maximum as provided by School Board Policy, provided other county transportation is not available. All other expenses (meals, travel, lodging, etc.) will be reimbursed in accordance with School Board Policy. Whenever possible, the District shall arrange to minimize the reimbursable expenses for the employee.
- 13.3 No employee shall be required to transport, in his/her private vehicle, hazardous and/or potentially damaging materials.

ARTICLE 14

Benefits

14.1 Retirement (Terminal Pay)

- A. Educational Support Personnel of the Bay District Schools will be paid terminal pay for accumulated sick leave at retirement, in accordance with Deferred Retirement Option Program (DROP) or to his/her beneficiary if terminated by death.

In order to receive benefits under this section the employee must retire and be eligible to receive full or reduced benefits under the retirement criteria of the Florida Division of Retirement of the Department of Administration. The calculation of terminal pay shall not be based on any accumulated sick leave credits in excess of that earned as an employee of Bay District Schools.

Any person entitled to terminal pay benefits shall have been under contract to render services for the pay period immediately preceding retirement or death and shall not be under suspension from duty except for reasons pertaining to health, or have any charges pending which could result in dismissal from employment.

All payments of terminal pay for accumulated sick leave shall be computed by using the hourly/daily rate of pay of the employee at the time of retirement, multiplied by the total number of eligible accumulated sick leave days.

- B. Terminal pay shall not exceed an amount determined as follows:
1. During the first three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by thirty-five percent (35%) times the number of hours of accumulated sick leave.
 2. During the next three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by forty percent (40%) times the number of hours of accumulated sick leave.
 3. During the next three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by forty-five percent (45%) times the number of hours of accumulated sick leave.

4. During the next three (3) years of service in the Bay District Schools, the applicable hourly rate of pay multiplied by fifty percent (50%) times the number of hours of accumulated sick leave.
5. During and after the thirteenth (13th) year of service, the applicable hourly rate of pay multiplied by one hundred percent (100%) times the number of hours of accumulated sick leave.

14.2 Workers' Compensation

Injuries in line of duty to Educational Support personnel employed by the School Board are covered by Workers' Compensation insurance and must be reported to the facility manager within twenty-four (24) hours of the time of injury. The proper form must be filed whether or not a doctor has been consulted.

14.3 Educational Support Personnel who have retired and are newly hired beginning with 2009-2010 school year shall not receive credit on the salary schedule for years of experience that have been used by the employee to qualify for retirement, whether in Florida or outside the State.

14.4 The Board will offer a retirement incentive for support personnel on Continuous Employment Contract if the following conditions are met:

- A. The employee has worked for Bay District Schools for a minimum of twenty (20) years.
- B. The employee is eligible to retire under the State Retirement System and has never entered in the Deferred Retirement Option Plan (DROP), nor previously retired from the Florida Retirement System, OR
- C. If the employee is in the DROP, he/she must have been in DROP for no more than 48 months.

If the above conditions are met the Board will pay the employee a bonus equivalent to 10% of their base salary (supplement not included). Retirement benefits would not apply to this payment and no payment will be made prior to July 1 of the fiscal year after the employee retires.

The employee must submit his/her retirement form to the Human Resources Department no later than May 1.

14.5 Retro-active to the start of the second quarter, October 22, 2015, full or part time bus drivers for Bay District Schools who possess a CDL and are actively driving a bus will be eligible for an attendance incentive of \$125 at the end of each 9 week grading period based on the following qualifications:

- A. No more than one personal or sick leave day during that nine-week grading period.
- B. Leave associated with a death in the immediate family as defined in Article 12.4A will not disqualify a driver.
- C. Jury duty will not disqualify a driver.

Drivers who believe they qualify must submit a Request for Review of Attendance Incentive to the Director of Transportation or his designee within 10 work days from the end of the nine-week period.

14.6 A bus driver for Bay District Schools who possesses a CDL and is actively driving a bus will be eligible for a safe driver incentive of \$150 at the end of the school fiscal year based on the qualifications below:

- A. Employed during all of the student days of school year.
- B. No traffic citations in a personal or BDS vehicle during the school fiscal year.
- C. No at-fault accidents in a personal or BDS vehicle during the school fiscal year.

At-fault determination recommendations will be made by an Accident Review Committee. This committee will consist of Fleet Service Manager, Safety Officer/Trainer, and one bus driver member appointed annually by the BESPAs President. The committee will recommend non-binding at-fault determinations to the Transportation Director who will be responsible for the final decision.

- 1. Employed during all of the student days of school year.
- 2. No traffic citations in a personal or BDS vehicle during the school fiscal year.
- 3. No at-fault accidents in a personal or BDS vehicle during the school fiscal year.

14.7 Effective upon full ratification of this agreement, upon initial hiring an individual employed as a bus driver with a CDL and actively driving a bus will earn a one-time bonus of \$100 after 45 working days of employment. After 90 working days of employment said driver will receive a second one-time bonus also of \$100.

ARTICLE 15

Insurance

- 15.1 The Board shall provide to full-time Educational Support Employees basic comprehensive, hospital - medical - obstetrical, major medical and group life insurance protection for a twelve (12) month period. The Board shall pay a maximum per 2021 calendar year of eight thousand one hundred eighty-two dollars and 92/100 (\$8,182.92) for such coverage. (Group health \$8,080.92, Group life \$102.00). In the event the Board offers an insurance plan option that costs less than the amounts referenced above, the Board will pay only the actual cost associated with that plan's design. If the employee selects a plan option whose design includes a Health Savings Account (HSA), the Board will contribute the difference between the Board's group health contribution and the cost of the employee only HSA plan to the employee's HSA for the 2021 calendar year. The Board will pick up any increase in health insurance for the 2020-2021 school year for an amount not to exceed the increase in the Employee Only Option.

Plans for additional coverage will be made available to the employee at his/her expense.

- 15.2 Ten (10) Month Personnel - The employee portion of insurance premium deductions of Educational Support Personnel will be deducted in twenty (20) installments for the ten (10) months of coverage in which employee is actually working. Beginning with the first payment in December and continuing for the next 12 payments, a deduction equivalent to 1/12 of the employee portion of insurance premiums for the two (2) months in the summer will be applied. These are titled Summer Insurance Deductions.

Twelve (12) Month Personnel - The employee portion of insurance premium deductions of Educational Support Personnel will be deducted in twenty-four (24) installments.

A schedule outlining the insurance premium deductions for the year will be detailed in the Payroll Schedule document. Any premium deducted but not needed for coverage will be refunded to the applicable individual. Bay District Schools reserves the right to make necessary adjustments to the deduction amount.

- 15.3 The Board shall make available, through payroll deduction, tax deferred annuity programs to all employees in the district. Such programs shall be selected by the employee choosing to participate.

- 15.4 Individual insurance coverage for employees will be maintained by the Board in compliance with Article 12.8 of this contract.
- 15.5 The Board presently offers a "Cafeteria Benefits Plan". This plan shall be available to support personnel employees. Any material change in the plan shall be subject to negotiations.

ARTICLE 16

Miscellaneous

- 16.1 This agreement between the Board and the employees, represented by the Union, may be changed, added to, deleted from, or modified only through negotiated, written and signed amendments to this Agreement. The Board retains all rights not specifically included in this Agreement.
- 16.2 If any provisions of this Agreement or any application of this Agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 16.3 The provisions of this Agreement shall become part of the established policies of the Board. Board policies which affect wages, hours, terms and conditions of employment shall not be inconsistent with this Agreement.
- 16.4 The Board agrees that it will not, during the period of Agreement, officially adopt nor implement any term or condition of employment which conflicts with the provisions of the Agreement.
- 16.5 Employees shall not be required to attend meetings for which the purpose of said meeting is solicitation.
- 16.6 All support personnel shall self-report within 48 hours to the Superintendent's office any arrests/charges involving the abuse of children or the sale and/or possession of a controlled substance. In addition, all support personnel shall self-report to the Superintendent any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within 48 hours after final judgment.

ARTICLE 17

Political Activity

- 17.1 All employees shall have liberty of political action when not engaged actively in their employment provided such action is within the laws of the United States of America and the State of Florida.
- 17.2 The right of all employees to work and to vote for the party and candidates of their choice shall never be questioned, abridged, or denied when not actively engaged in their employment.
- 17.3 All employees shall be free from political domination or coercion.

ARTICLE 18

Work Load

The work load for employees shall be based on what can reasonably be accomplished within their regular hours.

ARTICLE 19

Compensation

19.1 All employees covered by this agreement shall be paid in accordance with job classification and recognized experience from the wage schedules included in this agreement. Increases are not automatic but will be determined through negotiations. For the 2020-2021 school year all employees who are actively employed on the date of the 2020-2021 contract ratification and were employed at least 90 days in the previous school year will receive a 3.0% raise. Such raise will be retroactive to July 1, 2020.

On July 1, 2020, all rates on the support placement schedule will be increased by 2.5%.

19.2 Upon initial employment, employees shall be notified of and may be granted verified related experience up to fifteen (15) years including a maximum of three (3) years military. More than one-half (1/2) of the number of days in the contract period during the school year must be completed to be entitled to a year's credit.

19.3 Employees assigned beyond a forty (40) hour work week shall be compensated at time and one-half their regular hourly rate of pay. All over time hours must be approved ahead of time by the Superintendent or his designee.

19.4 Employees shall be paid as per agreement with Union as follows:

- A. All full-time, twelve (12) month employees will receive twenty-four (24) equalized payments on the sixteenth and the last calendar day of each month. All other employees shall be paid twice monthly on the sixteenth and the last calendar day of each month.
- B. All full-time, twelve (12) month employees with properly approved and authorized voluntary deductions, including union dues, will be deducted over twenty-four (24) payments.
- C. Full-time, ten (10) month employees with properly approved and authorized voluntary deductions, including union dues, will be deducted over twenty (20) payments. Beginning in the 2020-2021 school year, all Bay District School Bus Drivers and bus paraprofessionals will be given the option of receiving payment over a twenty-four (24) check payment cycle. Guidelines are in APPENDIX A.

In the event of a rate change during the fiscal year, the new rates will be deducted from the remainder of the payments from the date of notification.

D. Employee's payment report shall reflect the actual number of hours worked and the amount of paid/unpaid leave utilized.

19.5 Compensatory time shall be:

- a. Only granted for assigned duty or for other activities pre- approved by the principal or supervisor
- b. Granted only for activities that are beyond the assigned, everyday duties of the employee and extend beyond the assigned workday
- c. Used at times when the employee has no student supervisory responsibilities and with the prior approval of the principal or supervisor.

Compensatory time not used by the last workday of the school fiscal year shall be forfeited. Compensatory hours may not be used as payout at termination.

ARTICLE 20

Transportation Employees

20.1 Bus drivers shall be paid for actual time worked.

- A. All bus drivers will be hired for a minimum of four (4) hours including one (1) hour for related duties. Related duties shall include but not be limited to the following:
1. Pre-trip inspection
 2. Washing bus (1 time per month)
 3. Cleaning bus at the end of route
 4. Monthly inspection
 5. Creation/submission of FEFP Reports
 6. Creation of bus seating charts
 7. Writing student discipline reports
 8. Bus refueling
 9. Participation in random drug testing
 10. Participation in monthly inservice meetings

In the event the actual driving time exceeds three (3) hours plus one (1) hour for related duties, the driver's salary shall be based on actual driving time plus one (1) hour for related duties. The Director of Transportation has the authority to utilize part of the related duty hour for meetings. Such meetings shall not exceed two hours per month and shall require 48 hours advance notice except in case of an emergency.

B. Definitions

1. "Driving time" is defined as that time necessary to drive a school bus from a central storage location to the first student pick-up of the route and from the last student drop-off to the appropriate parking location.
2. "Related duties" is defined as any duty assigned or required that does not fall under the definition of driving time.
3. "Reposition" is movement of a year or during rerouting in the summer months.
4. "Rotation" is defined as assigning the most senior driver for the next available field trip. If a driver turns down the request to drive (field trip) then they move to the bottom of the field trip list.

20.2 Days and hours of other transportation employees will be recommended by the budget administrator.

20.3 Field Trip Procedures

- A. Employees may be employed in addition to their regular duties to drive school buses for field trips and other extracurricular activities, providing they hold the proper license. Regular bus drivers will be paid at their regular rate and substitute drivers will be paid at a substitute rate for field trips and extracurricular activities.
- B. Bus drivers wishing to drive for field trips and other extracurricular activities may be considered by completing a request to be placed on a list for field trips or other extracurricular activities. Drivers will be assigned field trips by rotation, based upon their accepted options from the list (B1). If a driver turns down the initial request to drive a field trip then they will be placed at the bottom of the field trip list. Drivers will not be eligible for driving field trips unless:
 - 1. Driving the field trip does not interfere with completion of their regular assigned route/duties or
 - 2. The Director of Transportation or his/her designee approves the use of a substitute to drive the regular route.

In either case outlined above the driver would not lose their spot on the field trip list if deemed ineligible.

- 1. Field trip lists will be coded for:
 - a. Between Routes (BR)
 - b. In-town trips (local after school) (ITT)
 - c. Holidays (6 paid, see Contract 12.9) (HOL)
 - d. Holiday overnight (6 paid, see Contract 12.9) (HOLOVN)
 - e. Day off-(weekdays when schools are closed) (DO)
 - f. Weekends (WE)
 - g. Weekend overnight (WEOVN)
 - h. Out of town (OOT)
 - i. Out of town overnight (OOTOVN)
- C. There will be two (2) documented attempts over a period of two (2) days to contact a driver. If an answering machine is contacted,

a message will be left to call the Transportation office. In the event of less than two days notice of a field trip is given, management will use the first available driver. Drivers who cannot be contacted because of the short notice will not lose their regular rotation. In all instances, after five (5) drivers have refused the trip or not responded, the Director of Transportation or his/her designee may assign a driver for the trip.

In the event of a short notice (two hours prior to the trip) the next eligible driver may reject without losing their position on the roster. Except in cases of emergency, in the event a bus driver fails to show for a scheduled field trip, he/she shall forfeit his/her position on that field trip roster for one rotation. Operators who fail to report for assigned trips or who regularly reject trips without legitimate reasons shall be counseled concerning whether they wish to remain on the list. Continuation of either practice shall cause an operator to be deleted from the list. In addition they will not be allowed to make up the trip they failed to show for.

- D. Management has the right to pass over drivers that would earn overtime if assigned a field trip at that time. Drivers passed over will not lose their regular rotation.
- E. All trips assigned for the previous month will be posted in the Transportation Department by the tenth of the month. Postings will show persons assigned, hours, dates and number of trips taken.
- F. Site-Based Management has the right to use school-based paraprofessionals for field trips and will pay the costs associated with the school-based paraprofessionals. School-based paraprofessionals utilized for field trips will be trained prior to the field trip in bus safety procedures. Should there not be a school-based paraprofessional who is trained in bus safety procedures, the bus paraprofessional assigned to the ESE bus will be offered the trip. If said bus paraprofessional declines the trip, the most senior bus paraprofessional will be assigned the trip if available by field trip scheduled departure time. Otherwise, the Transportation Director will assign a qualified bus paraprofessional.

20.4. Transportation positions available for summer employment for bus drivers shall be filled as follows:

- A. Available positions shall be posted on the district web-site at least one week prior to the start of summer school.
- B. Applicants from within the school District shall be afforded the first opportunity to apply for the available positions.
- C. Seniority among current employees shall be the determining criteria for the filling of the available positions. If a driver is assigned a position and a grant position later becomes available a driver may apply in writing for the posted grant position.
- D. Management reserves the right to assign drivers the routes involving medically complex children without regard to seniority. Medically complex children are defined as children who are health impaired children that have a physical condition which is chronic in nature. Criteria for selection of such drivers shall be experience transporting medically complex children and/or special training relating to providing services to medically complex children.

20.5 Repositioning of drivers:

- A. Employees desiring to reposition may submit a written request to the supervisor when an available route is posted.
- B. The supervisor will make a determination of the repositioning of drivers based on the following:
 - 1. Qualifications
 - 2. Written request
 - 3. Length of service to the district
- C. If the Transportation Director determines there is an immediate need to fill a route-position, he/she will select the best driver available at the time of the vacancy. Selected driver will fill the position until the end of the applicable quarter. At the beginning of the next quarter, the position will be advertised and filled per 20.5A and 20.5B.
- D. After an initial route vacancy, no more than two repositioning moves may occur within the current school year. At that time the remaining vacant route is available

for all applicants without regard to repositioning.

- 20.6 The Transportation Director has the right to assign bus parking assignments.
- 20.7 Drivers and sub drivers are required to clean their buses throughout the school year. At the end of the year, no driver shall be required or provided the option to pay the District for bus cleaning.
- 20.8 Drivers should be given at least a 24 hour notice to bring their assigned bus to the compound.
- 20.9 From time to time, it might become necessary for a bargaining unit member who is not a bus driver to be assigned to cover another bus driver's morning and/or afternoon shift in the event of an absence or emergency. Should that occur, the Transportation Director shall have the right to assign non bus driver Transportation employees to substitute drive as prescribed in this section:
 - A. Volunteer Substitute Driving Pool: Annually, the Transportation Director shall announce the enrollment period and Pool benefits to all non bus driver employees at the beginning of the school year. Employees interested in joining the Pool shall contact the Transportation office no later than the 10th work day of the school year. For the 2020-21 school year, the Transportation Director shall announce the enrollment period and Pool benefits to the non bus driver employees no later than ten (10) work days after the full ratification of this Agreement and employees must notify the Transportation department of his/her interest to join the Pool no later than ten (10) work days after the announcement.
 1. The Transportation Department shall provide all necessary training to employees. Trainings shall occur during regular work hours.
 2. All costs associated with obtaining and maintaining proper licensure, DOT physical, and necessary training to become a substitute driver in the Pool shall be borne solely by the Board.

3. Should an employee in the Pool experience difficulties obtaining or maintaining proper licensure and/or fail to pass any test or physical examination to be eligible to substitute drive, his/her employment in the primary job assignment shall not be affected negatively.

B. Substitute Driving Assignments: The Transportation Department shall maintain a substitute driving log including names of all Pool members and their current seniority. When the need arises for a substitute, Pool members shall be contacted either in person, by phone, text, or two-way radio with the substitute assignment.

1. The date, time, name of the person contacting the Pool member, and response shall be kept in the log.
2. Members of the Pool shall be called in order of seniority. The calling order shall not reset but instead shall be continuous from day to day.
3. Should a member of the Pool be asked to substitute drive, the employee has the right to refuse if the assignment is to any extent outside of his/her normal work hours.
4. Should there be no remaining Pool members to cover routes, a qualified member of the Transportation Department will be assigned to the route.
5. Employees assigned to substitute drive shall be paid a stipend of \$40 for covering the morning and/or afternoon shift to a maximum of \$80 daily. For 2020-21, payment for these stipends shall begin following successful ratification of 2020-21 BESP/BDS negotiations.

20.10 Bus Driver Recruitment and Retention: The Union and the Board agree that having a group of highly-trained bus drivers and substitute bus drivers is a priority for the District. To that end, the parties agree to the following:

- A. A Bus Driver Recruitment and Retention Committee consisting of four (4) representatives appointed by the BESPAs President and four (4) representatives selected by the BDS Transportation Director shall meet no fewer than twice during the 2020-21 school year to review current bus driver working conditions, pay, and benefits; review strategies from other districts regarding successful recruitment and retention programs; and to issue a report with recommended recruitment and retention strategies by June 30, 2021 to the Superintendent. The recommendations in the report shall not be considered bargaining proposals and in no way will the contents of the report waive the collective bargaining requirements from Chapter 447 of Florida Statutes.
- B. The Board shall post substitute bus driver vacancies on the BDS website.

ARTICLE 21

Drug Free Workplace

The Bay County School Board's policy is to provide a drug free workplace in which employees are free from use of illegal drugs and abuse of alcohol. Any employee determined to be in violation of the policy is subject to disciplinary action as outlined below.

- A. In the event the supervisor believes a violation exists, he/she
 - (1) Shall counsel privately with the employee regarding the situation.
 - (2) Obtain the opinion of a second supervisor.
 - (3) If supervisor(s) concur, the employee may be removed from work that day. Additionally, the employee may be required to receive counseling at a medical facility, rehab facility or employee assistance plan if one is available.

In such events, the employer will provide safe transportation.

- (4) In the event that such behavior reoccurs, progressive discipline will be used, unless a severe circumstance is involved.
- B. The Bay County School Board will maintain federal and state constitutional rights of all employees. Supervisors with reasonable suspicion to believe that an employee is using an illegal drug and/or using alcohol, may require a drug and/or an alcohol screening test.
- C. Convictions

Any employee convicted for a violation occurring in the work place must notify the District School Superintendent of any criminal drug statute conviction in the work place no later than five (5) days after the conviction. The appropriate federal agency will be notified within ten (10) days after receiving notice from the employee or otherwise of receiving actual notice of such conviction. The District will take one of the following actions within thirty (30) days of such conviction:

- 1) Take appropriate personnel action against an employee, up to and including termination; or
- 2) Require such employee at the employee's expense, to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.

D. The School Board shall provide a drug free work place by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's (School Board) work place and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing a drug free awareness program to inform employees about:
 - a) The dangers of drug abuse in the work place;
 - b) The grantee's (School Board) policy of maintaining a drug free work place;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the work place;

ARTICLE 22

Contracted Services

- 22.1 The Board shall have the right to contract services. If the Board chooses to contract services, the Board will include in all requests for proposals that the contractor shall interview all interested, qualified, full-time current employees in the area contracted and give them preferential consideration in the hiring process. A representative from BESPALeadership will be a member of any task force that is appointed to consider privatization of support personnel jobs in the Bay County School District.

ARTICLE 23
Terms of Agreement

This Agreement, signed by the parties on 10-22-2020, 2020 shall have a duration extending from July 1, 2020 through June 30, 2023.

This contract will be reopened after June 30, 2023 and at the end of the first and second years of this agreement in the following areas:

- (1) Wages
- (2) Job Classification and Pay Grade
- (3) Benefits
- (4) Two items each side
- (5) Changes in the Law
- (6) Other items as mutually agreed to.

BAY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION



BESPA President



BESPA Executive Director



BESPA Chief Negotiator

BAY DISTRICT SCHOOL BOARD



School Board Chairman



William Husfelt, Superintendent



Sandra Davis, Chief Negotiator

APPENDIX A

For the 2020-2021 school year, Bay District School Bus Drivers and all Bus Paraprofessionals will be given the option of receiving payment over a twenty-four (24) check payment cycle.

- This option must be requested in writing by the employee prior to the start of the new school year. If employee is hired after the school year has begun, the written request must be provided prior to their start date.
- This election will remain in effect for the entire school year. Changes will not be permitted mid-year.
- The payment cycle will start with the first check then on a semi-monthly basis with four checks to be provided at the end of June. The employee should review the Payroll Schedule for the exact dates.
- Late start individuals who elect this option will receive payment over the remaining checks to be received by this classification.
- The per check amount will be determined as follows: Proposed hours per day x number of contract days x hourly rate of pay / 24 checks (or applicable number of checks) = Gross Per Pay Period
(Example: 7.00 hours per work day x 182 contract days x \$12.04 per hour = \$15,338.96 Base Pay / 24 checks = \$639.12 Gross Amount Per Pay Period)
- All field trips or extra hours worked will be paid as they occur and will not be part of the annual base pay calculation.
- Individuals who are absent from work and do not have any leave will experience a dockage for the unpaid time on the appropriate pay period. Example: Absent from work one day without leave results in calculation similar to this (7.00 hours per work day x \$12.04 per hour = \$84.28 Dockage)
- Payroll deductions will be applied to all checks. Individuals should review the Payroll Schedule for additional information.
- If individual separates from service, payment to contract will occur on the appropriate pay period. Payment to contract will be determined as follows: Hours per day x number of contract days x hourly rate of pay – amount paid to date = Payment to Contract Amount. In some instances, an overpayment situation could be applicable due to the equal check payments and therefore no additional payment would be due. The employee would be responsible for repayment of the amount received over the amount due.
- Change in the hours per day will result in a recalculation of the per pay period amount based upon the changes that have transpired. Amount remaining to be paid will be calculated and the amount due divided over the remaining checks to be received for this

classification.

APPENDIX B
EDUCATIONAL SUPPORT PERSONNEL GRIEVANCE FORM
(Available on-line)

NAME _____

SCHOOL _____ ASSIGNMENT _____

HOME ADDRESS _____ HOME PHONE _____

STEP ONE/TWO

A. Date cause of grievance occurred _____

B. Relates to Article(s) _____ of contract

C. Statement of grievance: _____

Relief Sought: _____

Signature

Date

One (1) copy to the Union

The Union's copy should be forwarded immediately (same day grievance is received) before Step I/II disposition.

////////////////////////////////////

STEP I/II DISPOSITION

Disposition by Immediate Supervisor _____

One (1) copy to Superintendent

One (1) copy to grievant

One (1) copy to Immed. Supervisor

One (1) copy to Union

1. Submit in Triplicate

2. Use Position or Title as Shown on Salary Schedule

Signature

Date

**2020-2021 CLASSIFICATION AND PAYGRADES FOR
EDUCATIONAL SUPPORT PERSONNEL**
(Hourly Employees Refer to Placement Schedule 3)
(Annual Salaried Employees Refer to Placement Schedule 3A)

GENERAL CLERICAL	PAYGRADE
Clerk III	3
Clerk II	6
Clerk I	8
Office Clerk II	14
Office Clerk I	16
Instructional Specialist Assistant	17
Secretary II	21
Secretary I	25
 TEACHER ASSISTANTS	
Parent Liaison	6
Language Assistant	6
Support Paraprofessional	6
Instructional Paraprofessional (passing score on the Parapro test)	8
Instructional Paraprofessional (AA, AS, 60 college credit hours)	10
Paraprofessional III (Current employees only)	8
Paraprofessional II (Current Employees only)	16
Paraprofessional I (Current Employees only)	21
Haney GED Specialist	21
Behavioral Paraprofessional	30
Registered Behavior Technician	42
ESOL Instructional Paraprofessional	30
Guidance Paraprofessional	30
 ACCOUNTING AND FINANCE	
Auditing Clerk I	14
Inventory Audit Clerk I	16
Accounting Clerk	21
Bookkeeper II	21
Bookkeeper I	25
Inventory Clerk I	24
Benefits Specialist	25
Payroll Specialist I	25
Payroll Specialist II	32
Payroll Specialist III	36
 MISCELLANEOUS	
Aide, Community Services	4

Activity Leader	6
Student Screener.....	6
Mail Attendant.....	6
Clerk I – Media Services.....	8
Job Coach –Exceptional Student Education	16
Child Find Assistant.....	21
Purchasing Clerk.....	21
Records Clerk II: Media Services Instructional Materials.....	21
Records Clerk II: Media Services.....	21
Records Clerk II: Circulation.....	21
Records Clerk II.....	21
Records Clerk I.....	25
Testing Clerk	25
Data Entry Manager III	21
Data Entry Manager II.....	25
Data Entry Manager I.....	30
District Safety Officer.....	35
Licensed Practical Nurse	43
Voluntary Pre-Kindergarten Associate	50
AYP Mentor/Parent Educator	50

HUMAN RESOURCES

District Receptionist	14
Substitute Teacher Registrar.....	27
Instructional Staffing Specialist I (current employee only).....	32

TECHNICAL

Instructional Television Technician: Media Services	16
Computer Operator I.....	35
Instructional Television Specialist: Media Services	38
Programmer/Analyst	50

OPERATIONS

Student Helper	Minimum wage
Laborer.....	6
Maid	6
Telephone Receptionist	8
Laborer & Deliveryman.....	10
Courier II.....	16
Courier III.....	16
Background Check Specialist	21
Safety & Security Tele-Communicator and Video Specialist	21
District Media Services Multimedia Technician	26
Warehouseman I (Warehouse).....	35

Warehouseman II (Warehouse)	26
Drug Dog Handler (part-time).....	35
Custodian III	10
Custodian II	14
Head Custodian IV	19
Head Custodian III.....	21
Head Custodian II.....	24
Head Custodian I	26

TRANSPORTATION

PAYGRADE

School Bus Paraprofessional	6
Transportation Specialist.....	8
Transportation Van Driver	13
School Bus Driver	22
Transportation Operations Dispatcher	24
Mechanics Helper.....	26
Mechanic II	30
Router	32
Service Attendant	35
Service Dispatcher	39
Service Manager.....	39
Certified Mechanic.....	39
Vehicle Electronic Technician	47

MAINTENANCE

Semi-skilled Craftsman	10
Stadium Custodian II	14
Equipment Operator.....	16
Logistics Supply Clerk	24
Work Control Technology Specialist.....	26
Painter.....	30
Treatment Plant Operator/Exterminator.....	35
Carpenter Helper.....	26
Carpenter	35
Plumber Helper.....	26
Plumber.....	35
Warehouseman II (Maintenance)	26
Locksmith Helper	26
Locksmith	35
Electrical Helper	26
Electrician	38
HVAC Helper	26
HVAC Refrigeration Mechanic.....	38
HVAC Controls Mechanic.....	45
Welding/Sheet metal Mechanic	38
Automotive Mechanic (Maintenance)	39

Brick/Block Mason	35
Boiler man	38
Equipment Mechanic	38
Kitchen Equipment Technician	38
Turf and Irrigation Specialist.....	30

NOTES:

Substitute and temporary help, with the exception of custodial, will be paid at the "0" experience level on the lowest level paygrade for the classification for which they are hired. Custodial substitutes will be paid minimum wage.

APPENDIX F
COVID-19 ILLNESS OR QUARANTINE

Support personnel who become ill or are ordered to quarantine as a result of exposure to COVID-19 shall be eligible for leave under the Emergency Sick Leave Act and will also be eligible for any applicable portions of FMLA. Medical documentation may be required. Further, no supplements, stipends, and/or incentives shall be affected negatively as a result of COVID-19 illness or quarantine.

If a second quarantine is required due to exposure to COVID-19, the support employee shall receive five (5) days of paid administrative leave. Five (5) additional days of paid administrative leave. Five (5) additional days of paid administrative leave shall be granted if a third quarantine is necessary and the employee is unable to fulfill his/her essential job responsibilities.

Subsequent quarantines for employees unable to work remotely will be covered using the employee's available paid sick leave or unpaid leave per the current BESP/BDS Agreement.

The agreements in this Appendix shall begin July 1, 2020 and shall sunset June 30, 2021.

2020-2021
Differentiated Pay for
Educational Support Personnel

High Risk of Personal Injury

A. Full-time paraprofessionals (6 hours or more) at Margaret K. Lewis School in Millville, St. Andrew, & New Horizons (schools with high risk of personal injury due to students with a history of aggressive behavior) will receive a supplement of \$535.00 to be paid in two equal installments. Those paraprofessionals working less than full-time will receive a prorated supplement amount based on the number of hours they work per day at a qualifying site. The first installment will be paid the last check in December. The second installment will be paid in the final check of the school year.

B. Full-time bus paraprofessionals who work more than half the year on routes to and/or from Margaret K. Lewis School in Millville, St. Andrews and/ or New Horizons will receive an annual supplement of \$250 per year. To be eligible for this supplement, bus paraprofessionals must not miss more than five (5) full or partial days of work annually and be employed at the end of the school year. This will be paid in the final check of the school year.

Autism

Full-time paraprofessionals (6 hours or more) working in the District's specially designed classes for children with autism (excluding those at ESE center schools) will receive a supplement of \$535 to be paid in two equal installments. Those paraprofessionals working less than full-time will receive a prorated supplement amount based on the number of hours they work per day in a specially designed class for autism. The first installment will be paid the last check in December. The second installment will be paid in the final check of the school year.

**EDUCATIONAL SUPPORT PERSONNEL
(From the Salary Schedule)**

- A. All educational support employees are paid an hourly rate according to the employee's paygrade and years experience using Salary Schedule 3 & 3A.
- B. In determining eligibility for benefits, full-time employees are those who are employed a minimum of six (6) hours daily, five (5) days per week in permanently established positions. Less than full-time employees are classified in School Board Policy 5.101. A temporary position is an employment position which will not exist beyond six (6) consecutive calendar months. A position which exists for any part of a month is considered to be in existence for the entire month. Substitute employees render temporary non-contractual service on an on-call basis.

- C. All full-time educational support personnel employed for less than 52 weeks are entitled to insurance and the following holidays:

- D.

Monday, September 7, 2020	Friday, December 25, 2020
Wednesday, November 11, 2020	Friday, January 1, 2021
Thursday, November 26, 2020	Monday, January 18, 2021

Personnel employed for six (6) hours or more daily for 52 weeks are entitled to insurance, leave benefits and the following paid holidays:

- | | |
|------------------------------------|-----------------------------|
| Thursday, July 2, 2020 | Thursday, December 24, 2020 |
| Monday, September 7, 2020 | Friday, December 25, 2020 |
| Wednesday, November 11, 2020 | Friday, January 1, 2021 |
| Thursday, November 26, 2020 | Monday, January 18, 2021 |
| Friday, November 27, 2020 | Monday, May 31, 2021 |
| Monday, July 5, 2021(FY 2021-2022) | |

- E. As part of a cost saving measure to conserve energy, all facilities will be closed and all twelve month employees will be off for four weeks. The four weeks are:

- F.

June 29-July 3, 2020
December 21, 2020 – January 1, 2021
March 15-19, 2021

June 28-July 2, 2021 (FY 2021-2022)

- G. All personnel on a 12 month basis shall be entitled to annual leave cumulative to no more than 480 hours at the end of any fiscal year. The annual leave allowance shall be:

4 hours monthly	0-4 year employees
6 hours monthly	5-9 year employees
8 hours monthly	10-14 year employees
10 hours monthly	15 years and up employees

Each employee employed on a full-time basis shall be entitled to one day of sick leave for each month of employment. Such 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.

- H. Refer to the School Board Policies and the Bay Educational Support Personnel Association Master Contract for terms and conditions of employment related to educational support personnel.
- I. Hours and duties are assigned by the administrator responsible for the employee's daily routine and payroll.
- H. Insurance benefits for Educational Support is detailed in the Master Contract.
- I. Support Personnel will be paid \$60.00 per day for participation (outside of normal contract period) in workshops and/or special curriculum development projects. (Rate is based upon a six (6) hour day.)
- J. Employees do not receive an automatic step on a salary schedule for pay increase. Beginning July 1, 2014, all employees must receive an overall evaluation rating of "Highly Effective" or "Effective" in order to qualify for a salary increase. Such increases are not automatic but will be determined through negotiations.
- K. A current support employee moving to another support position with a higher pay grade on Salary Placement Schedule 3 will have their current salary increase a amount equal to the difference between the current pay grade and the new pay grade at the 0 level.

The Support Placement Schedule 3 will be used to determine an employee's beginning salary for the following situations:

- A support position being hired for outside the District
- An employee that is currently being paid from another Salary Placement Schedule

- A current support employee moving to another support position with a lesser pay grade on Placement Schedule 3

BESPA CONTRACT 2020-2021

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