Contract between

The School Board of Orange County, Florida & The Orange Education Support Professionals Association

~~2015-16, 2016-17~~

2017-18

Ratified: ~~July 14, 2016~~

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Article I
Recognition

A. The Board acknowledges and recognizes the Orange Education Support Professionals Association (OESPA, FEA, and its national affiliates), hereinafter referred to as the Union, as the exclusive bargaining representative for classified employees, whether on active duty or Board approved leave of absence, and agrees to negotiate with the Union's designated representative pursuant to the provisions of Part II, Chapter 447, Florida Statutes.

B. The Union acknowledges and recognizes the School Board of Orange County, Florida, hereinafter referred to as the Board, as the duly elected representative of the people of Orange County, Florida, and agrees to negotiate with the Board's Chief Executive Officer or his representative pursuant to the provisions of Part II, Chapter 447, Florida Statutes.

C. The Bargaining unit shall be defined as set forth by the Public Employees Relations Commission (PERC) (Case Number RC 92-008, Certificate Number 700, as amended, CERTIFICATION OF REPRESENTATION FOLLOWING ELECTION AND ORDER TO NEGOTIATE issued by the Florida Public Employees Relations Commission on the thirtieth day of July, 1992).

   1. INCLUDED: All full-time and regular part-time classified personnel employed by the Board as defined by PERC.

   2. EXCLUDED: Classified positions employed in the following offices are excluded from the bargaining unit: Superintendent, Chief of Staff, School Board Services, General Counsel, Labor and Legislative Relations, Employee Relations, Personnel Specialist in Compensation Services and Budget Specialists in the Office of Management and Budget.

   3. This definition may be subject to PERC clarification of job titles and new job titles within the bargaining unit. The parties agree to review periodically positions in the unit and mutually petition PERC for unit clarification. It is recognized the parties may petition, either mutually or independently, PERC for unit clarification at any time subject to the laws of the State of Florida.

D. The provisions set forth herein for wages, hours, and terms and conditions of employment shall be applied consistently for all employees covered by this Contract. Unless otherwise specified, terms used in this Contract shall be as defined in the Glossary of Terms which is incorporated into and hereby made a part of this Contract.

E. Any official notice between the Union and the Board required under this Contract shall be made by U.S. mail, by facsimile, by electronic correspondence or by hand delivery to a designated representative of the party.

Article II
Negotiations Procedures

A. The parties agreed to implement a Collaborative Bargaining Process beginning with the 1998-99 fiscal year within the authority of Chapter 447 of the Florida Statutes and any appropriate rules and procedures. Formal ratification votes on tentative agreements by the Board and bargaining unit shall be held semi-annually or as needed. Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of Memorandum(s) of Understanding. Issues may be raised for consideration through the appropriate process at any time during the life of this agreement.

B. If the negotiations described in this section reach impasse, the procedures as set forth in the Florida Statutes and/or PERC rules shall be followed. At the request of either party, a mediator shall be appointed subject to PERC guidelines. Subsequent to reaching impasse the parties may mutually agree to continue negotiations in an effort to reach further tentative agreements.

C. This Contract may not be modified in whole or in part except by mutual written agreement. During the term of this Contract, except as otherwise provided herein by law neither party will be required to negotiate with respect to any matter whether or not covered by this Contract. While investigating the feasibility of contracting or subcontracting out any services performed by current employees, the Board agrees to notify the Union, seek its input, and share related information. (Also see Article IV, B, in conjunction with this article.)

D. If any provision or application of this Contract is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall either meet within 30 days to reopen negotiations on that provision or application, or mutually agree to deal with the matter in subsequent negotiations.

E. The agreements in this Contract shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with the terms recorded herein.

F. There shall be two official signed copies of this Contract. One copy shall be retained by the Board and one by the Union. The parties agree to equally share the responsibility of printing this Contract in a format and at a cost which are mutually agreed upon. The printing shall occur within six weeks after ratification by both parties.

G. The parties agree that their representatives shall reduce tentative agreements to writing and that such agreements shall be submitted for ratification to the members of the bargaining unit and to the Board. The Board shall take action no later than at the next scheduled Board meeting following ratification by the employees unless the parties mutually agree to extend the timelines. Failure to ratify the tentative

agreements by either party shall make those tentative agreements null and void, and negotiations on those matters shall resume.

H. The parties agree that should additional salary dollars become available, OESPA-CBLT will have the opportunity to reopen salary negotiations. Employees who serve on the bargaining team shall be granted early release to ensure adequate travel time. If bargaining sessions extend beyond midnight, employee team members shall not be required to report for duty prior to 9 a.m. on the following day.

I. During the term of this Contract the Union and the Board recognize that events may arise which require a mutual interpretation or modification of this Contract that does not constitute a substantive change in employees' salaries or benefits. Under these circumstances, the parties are authorized to enter into a settlement agreement or memorandum of understanding expressing these interpretations or modifications. If such agreements are entered into during the term of this Contract, they will remain in effect until expiration of the Contract, until superseded by the Contract, or until mutually withdrawn by the parties.

J. Operating Procedures and Guidelines:

1. The Collaborative Bargaining Leadership Team (CBLT) shall be composed of equal numbers of OESPA members and District administrators.

2. The CBLT shall participate in appropriate training opportunities designed to support the process and/or build skills essential to the success of the process. The CBLT may utilize the services of consultants to assist in the negotiations. Any cost incurred shall be shared equally by the parties.

3. Define consensus as a status in which all members can support the decision and use consensus as the preferred decision making strategy in all decisions.

4. Operate as an open forum to surface, explore and resolve issues of importance to OESPA and the District using District personnel as resources. The CBLT will solicit and value input from personnel affected by the outcome of the process.

5. The CBLT will establish committees and will receive, review and make final decisions on recommendations from appropriate committees. All decisions are to be supported by data from those committees. All committee meetings will be accurately recorded.

6. Communicate with employees through a variety of mediums.

K. Effective July 1, 2017, employees who serve on the Collaborative Bargaining Leadership Team (CBLT), and who attend jointly scheduled CBLT meetings during the summer, outside their duty year, shall be paid their hourly rate of pay for the time

they are attending the CBLT meeting. Pay shall not include travel time to and from the CBLT meeting.

The District shall maintain a sign-in sheet to ensure the employee is accurately compensated. The sign-in sheet must include all the pertinent information

necessary for reporting the employee's time to the Payroll Department, including the start and ending time of bargaining.

It shall be the responsibility of the OCSB Lead Negotiator for OESPA-CBLT to ensure the paperwork has all necessary information and is signed by the employee and submitted to Payroll for payment to the employee.

L. Provisions to submit issues to the CBLT

1. Employees shall submit issues to the CBLT on the standard form, which may be obtained a5t the wok location, from the Union office or from the Internet at http://www.ocps.k12.fl.us/~hrd/contracts.htm

2. Forms may be found at individual work locations or the Union office.

3. The CBLT shall determine the appropriate action to be taken and notify the submitting party of such action.

~~L~~ M. Committees of the CBLT

1. Committees shall be composed of equal numbers of OESPA members and District Administrators appointed by the CBLT.

2. Committees will receive and undertake activities as assigned by the CBLT. The standing committees are as follows:

a. Human Resources

b. Finance and Compensation

c. Training and Benefits

3. Committees shall welcome employees who might be affected by the issue to attend and provide information as a resource. Committees may invite outside resources as necessary.

4. Committees shall identify potential solutions supported by data to be recommended to the CBLT.

5. Committees shall keep accurate records of all committee meetings.

Article III
Grievance Procedure

A. A grievance is defined as an alleged violation, misinterpretation or misapplication of a provision(s) of this Contract.

B. General Provisions

1. Only a member of the bargaining unit, a group of members of the bargaining unit, or the Union may file a grievance. Whenever the word "grievant" is used herein it may refer to any of the above.

2. Each step in the grievance procedure shall be filed on the standard form available from the Union office.

3. A party to the grievance shall be granted a three-duty day extension at any point in the processing of a grievance, provided the party notifies the other party prior to the date that the time period for that step would elapse. Duty days shall herein be defined as those days when District-level offices are officially open for business. These time limits may be expedited or extended by mutual agreement.

4. Whenever illness or other incapacity of a party to the grievance prevents attendance at a grievance meeting, the time limits shall be extended to such time that the party can be present. If, however, either party's representative is incapacitated beyond ten days, that party shall seek an alternative representative.

5. If at any step in the grievance procedure no disposition is made by the Board within the time limits prescribed for that step, the grievant shall have the right to proceed to the next step. If a grievance is not appealed within the time limits for that step, it shall be considered withdrawn.

6. If the processing of a grievance for a less than twelve-month employee extends beyond the close of his/her work year, the time limits prescribed herein shall be continued with "duty days" as defined above. Winter and spring breaks shall not be considered as duty days for these employees.

7. All grievance meetings shall be held during the workday, unless it would unduly interfere with work operations, and unless the parties mutually agree to hold such meetings at a time other than during the workday.

8. Nothing in this Article shall be construed to prevent an employee from presenting at any time his/her own grievance, and having such grievance adjusted, consistent with the terms of this Contract. The Union shall be notified upon request, of any meeting called for the resolution of said grievance.

9. A grievant may have representation by the Union at any step of the grievance procedure. Representation by the Union shall include the right to speak and to present arguments and evidence on behalf of the grievant.

10. A grievant may withdraw his/her grievance at any step, but that same grievance may not be filed a second time, unless it is of a continuous nature.

11. If at any point during the processing of a grievance, the grievant elects to seek resolution of a particular issue through a judicial or administrative agency proceeding, s/he shall waive, to the extent permitted by law, the right to pursue only that particular issue through the grievance procedure.

12. The Board shall assure the grievant and any witness's freedom from restraint, interference, coercion, discrimination or reprisal in the processing of a grievance.

13. The processing of a grievance shall in no way interfere with the right of the Board to carry out its management responsibilities, subject to the final decision on the grievance.

14. To the extent required by law, all documents, communications and records dealing with the processing of an employee's grievance shall be filed in a separate grievance file, which is not part of that employee's official personnel file.

15. If a grievance arises as the result of a condition which the supervisor is without jurisdiction to resolve, the grievance may be filed directly at Step 3.

16. The parties agree to seek resolution of grievances at the lowest possible level.

17. The Union shall develop a grievance numbering system and shall inform the Board of the grievance number and grievant' s name when a written grievance has been filed at step 2.

18. The parties agree that tape recording of any grievance meeting, other than an arbitration hearing, shall not be done without the express permission of all persons present.

C. Grievances shall be processed as outlined below. The employee may choose to have representation at all steps of the process.

1. Step I: Good Faith Discussion

If an employee feels s/he has a grievance, s/he shall first meet and discuss the matter in good faith with the administrator in an effort to resolve the problem informally. The employee may have representation by the site association representative or his/her designee. The request for the discussions shall take place within twenty (20) duty days after the employee knew, or should have known, of the incident which is the basis of the potential grievance. The discussion shall take place within six (6) duty days.

In the discussion the employee shall advise the administrator of the particular section(s) of the Contract the employee believes was (were) violated, and how they allegedly were violated. The employee may also present a solution. Verbal dialogue is encouraged and may continue over the next six (6) duty

days. At the end of the six (6) duty days, a resolution must be presented and agreed upon or the employee shall receive an explanation as to why the administrator believes the contract was not violated. Any resolution shall not violate the contract and shall be reduced to writing by the site association representation and signed by the administration.

2. Step II: Written Grievance

Failure to reach an agreement or failure to respond in six (6) duty days will automatically move the grievance to Step II. The grievance from shall be obtained by the employee from the Association office. Changes to the grievance form shall be mutually agreed to by the parties.

If the discussion above does not resolve the issue satisfactorily, the employee may file a written grievance within ten (10) duty days following the employee's receipt of the administrator's response. The written grievance shall be presented by the employee during a meeting with the administrator. The written grievance shall contain:

- Specific date of alleged violation
- Date of Step I Meeting
- A concise statement of the facts upon which the grievance is based
- A reference to the specific section(s) of the Contract allegedly violated
- An explanation as to how the employee believes each cited section was violated
- A suggested remedy by the employee

Copies of the grievance shall be sent to the Employee Relations Department and the Association. A response shall be provided by the administrator, in writing, within six (6) duty days from receipt.

3. Step III: District Level Hearing

If the grievant is not satisfied with the disposition of the grievance by the administrator, s/he may appeal the grievance to the Superintendent/designee. Such appeal shall be made within six duty days of the receipt of the administrator's response, and include the scheduling of a meeting in an effort to resolve the dispute. The meeting shall take place within ten (10) duty days of filing and shall include the grievant, his/her representative if requested by the grievant and a member of the Employee Relations Department. Dialogue is encouraged to reach resolution prior to the meeting and both parties shall present any evidence to substantiate their position in the matter. Within ten

(10) duty days of the meeting, the Superintendent/designee shall respond to the grievance in writing

4. Step IV: Mediation

If the grievant/Association is not satisfied with the disposition of the grievance from the District Level hearing, the grievance may be referred to mediation. The grievant/Association and the District shall mutually agree to submit a grievance to mediation. The grievant/Association shall notify the District in writing within six (6) duty days of the conclusion of Step II of the grievant/ Association's desire to refer the grievance to mediation. The District shall respond to the request for mediation within three (3) duty days of the written request.

a. Within six (6) duty days following the agreement of mediation, the grievant/ Association shall notify the selected mediation service. The mediation conference shall be scheduled at a mutually convenient location and time.

b. There shall be one designated spokesperson from each party at the mediation conference.

c. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance.

d. The presentation of facts and considerations shall not be limited to those presented at Step II of the grievance procedure. However, new information shall be shared between the parties prior to the mediation conference. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.

e, Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.

f. Fees and expenses shall be shared equally by the parties.

g. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.

5. Step V: Arbitration

If resolution is not reached through mediation or mediation is bypassed, the grievance may be submitted to arbitration. The grievant and his/her representative shall, within twenty (20) duty days after receipt of the decision

of the Superintendent/designee, notify the District of the intent to submit the grievance to arbitration.

D. Arbitration Provisions

1. Within fifteen (15) duty days of its notice to the Superintendent, the Association shall request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven arbitrators, who are qualified to hear public sector grievances or may jointly agree to set up a panel of arbitrators from which to make a choice. Upon receipt of the panel, the parties shall select, within twenty-one (21) calendar days, an arbitrator by the alternate striking method or other mutually agreeable method, and shall notify FMCS of the arbitrator selected. The parties shall not be precluded from mutually agreeing on an arbitrator not on the panel.

2. If for some reason the arbitrator will be unable to serve or the parties mutually agree that no person on the panel is suitable, the parties shall jointly request the FMCS to submit a new panel of seven arbitrators from which an arbitrator will be selected in the same manner.

3. Arbitration hearings shall be scheduled within sixty (60) calendar days of selection unless the parties agree to extend the timeline or the arbitrator is unavailable within the timeline. All arbitration proceedings shall be conducted under and governed by the appropriate rules of the FMCS.

4. The parties agree to accept the arbitrator's award as binding upon them.

5. The parties shall share equally the cost of arbitration.

6. Should either party request a stenographic transcript of the proceedings, then that party will bear the full costs for said transcript. If both parties mutually agree to a stenographic transcript, then the cost of said transcript will be divided equally between the parties.

7. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on issues submitted.

E. Power of the Arbitrator

It shall be the function of the arbitrator and s/he shall be empowered, except as hereinafter provided, to make a decision in a case of an alleged violation, misinterpretation or misapplication of the provision(s) of this Contract.

1. S/he shall have no power to add to, subtract from, or modify in any way the terms of this Contract.

2. S/he shall have no power to rule on an alleged violation, misinterpretation, or misapplication of School Board Policy, practice or rule, provided said violation is not a misinterpretation or misapplication of this Contract.

Article IV
Management Rights

A. The parties agree that the right to direct employees, to hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against employees subject only to express provisions respecting such matters in this Contract, shall be solely and exclusively within the responsibility of the Board subject to provisions of State Regulations and the laws of Florida and the United States.

B. The parties agree that the right to relieve employees from duty because of lack of work or for other legitimate reasons, to maintain the efficiency of the Board's operations, to determine the methods, means and personnel by which the Board's operations are to be conducted and to take whatever action may be necessary to carry out the mission of the Board in situations of emergency shall be solely and exclusively within the responsibility of the Board. The Union recognizes that the Board has a statutory right and obligation in contracting and subcontracting for matters relating to the school system operation. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

While investigating the feasibility of contracting or subcontracting our any services performed by current employees, the Board agrees to notify the Union, seek its input, and share related information. (Also see Article II, C, in conjunction with this article.)

C. The parties agree that no provision of this Contract shall be construed so as to abridge the authority and power of the Board as established by constitutional provision, statute or State Board of Education Regulations in existence at the time this Contract was executed and that the Board shall be relieved of performance or compliance with any term or condition hereof if such compliance is contrary to any constitutional provision, statute or State Board of Education Regulation adopted, enacted or having an effective date subsequent to commencement of the term of this Contract.

D. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent that the terms and conditions of this Contract specifically limit such powers.

E. The exercise of the foregoing rights shall not preclude employees from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this Contract.

Article V
Union Rights

A. Use of Facilities

1. The Union's worksite representative may be permitted the use of the worksite facilities for the purpose of conducting meetings before and after the work day and, during lunch and break times. Such meetings shall be arranged in advance with the supervisor in the manner in which such meetings are usually arranged, and permission shall not be unreasonably denied. Other meetings may be scheduled with the permission of the supervisor.

2. The Union, with the supervisor's consent, shall be permitted to use the worksite facility for the purpose of holding Union meetings which include employees other than those assigned to that worksite, provided the Union bears the normal cost for the use of such facility, if any.

3. Upon conclusion of any meeting scheduled by the supervisor for employees, the worksite representative shall be given the opportunity to make announcements relating to official business of the Union, or the Union president or his/her designee may make announcements in lieu of the Union representative. Continued attendance by employees for these announcements shall be voluntary.

B. Access

The president of the Union, or his/her designee, shall be allowed to visit worksites to confer with employees under the following provisions:

1. The president/designee shall check into the worksite office upon arrival and upon departure shall check out through the worksite office. In no case shall checking in and out be through a school kitchen or lunchroom.

2. The supervisor shall facilitate the visit by assigning a reasonable place for the Union representative to confer with employees. The Union representative shall be granted access to designated break areas to visit employees on their break time.

3. The Union president/designee may have his/her presence announced, by the supervisor posting a notice on the bulletin board or other place visible to employees, such as the area where sign-in sheets are posted, and/or making an announcement over the intercom system with an indication of the place that the Union president/designee will be available.

4. Duly authorized staff representatives of the Union shall be permitted to transact official Union business for the maintenance of this Contract on School Board property, provided that this shall not interfere with or disrupt normal school system operations.

5. During the workday, Union staff representatives may contact employees only during their lunch and break times except as provided elsewhere by this Contract.

6. Employees who serve as worksite representatives may investigate grievances of other employees from that worksite, provided they notify their supervisor in advance and as long as it does not interfere with the normal worksite operations. This shall not be construed so as to prohibit normal discussion between employees, provided such discussion does not interfere with normal worksite operations.

7. Upon request, the Union shall provide an up-to-date list of the names of all Union representatives to the Board.

C. Communications

1. The Union shall have the right to bulletin board space at each worksite of at least nine square feet but not more than twelve square feet in area, for the purpose of posting materials/communications related to Union business, such as newsletters, programs, training, meeting notices and committee reports.

   a. The Superintendent shall receive a copy of all above materials/communications to be posted district-wide at least one-day prior to the time of distribution. The supervisor shall receive a copy of all materials/communications to be posted at his/her worksite, at the time of posting.

   b. If the Union and the supervisor mutually determine that a single bulletin board may be insufficient due to the nature and size of the worksite, the Union may provide an additional bulletin board.

   c. The bulletin board shall be located in a mutually agreeable area easily accessible to employees.

   d. The Union may utilize reserved space on District bulletin boards. If the bulletin board is provided at Union expense, the Union shall have exclusive use of it.

2. The Union shall be permitted the use of the courier service for communication with employees. The Union shall not use the courier service to send out materials/communications derogatory to the Board, publications advocating legislative positions, (other than mutually agreed upon positions), or campaign literature for candidates for public office. The Union may send out flyers on behalf of each candidate for Union office. The courier office shall receive a copy of all materials to be sent through the courier district-wide.

3. The Union shall be permitted use of employees' worksite and electronic mailboxes, where available, for communication with employees, subject to the

same limitations that apply to the courier service, as provided above. The Union representative shall have a designated mailbox at his/her worksite.

4. An email and its attachment shall not exceed 10mb.

5. The Union office shall be placed on courier service route for daily pickup and delivery of Union materials/communications, which shall include the provisions for at least one bulk mailing per week, subject to the rules and regulations of the courier office.

6. When the Union disseminates information without utilizing any District resources such as mailbox, email or courier, the Union is not required to produce a copy to any administrator.

7. Emails that are notices for Union meetings at the OESPA office do not have to be sent to the District.

D. Union Leave

1. The Superintendent will recommend and the Board will approve the duly elected president of the Union a leave of absence to serve as OESPA president for the term of his/her presidency. The District will serve as the fiscal agent for the payment of his/her salary, fringe benefits, and fixed charges by placing the president in an assigned department for payroll purposes only. The Union shall reimburse the Board 100% of any and all sums paid to or on behalf of said Union president. The union agrees to hold harmless the School Board for all claims that arise from actions that occur while the OESPA president serves in the office. Optional insurance coverage may be continued by paying the premiums due during the approved leave of absence. The bill for the optional insurance coverage will be sent directly to the president to continue the insurance plans.

   The president shall return to the work location previously assigned at the end of his/her presidency. The president shall not earn sick leave or annual leave, nor be covered by the Board Workers' compensation Insurance during said term. The president shall be given credit on the salary schedule for the year(s) served as president, and district-wide seniority shall accrue while serving as Union president. The Union president may transfer the unused sick leave days accrued as president. It shall be the Union president's responsibility to assist in securing the requested transfer of sick leave credit from the Union. One day of sick leave may be transferred for each day accrued upon return to Orange County, up to a maximum of 12 days per year. In case of extended illness or retirement, all withheld hours will be transferred immediately.

2. The Union shall be granted 75 days of leave per fiscal year for use by its members. No one employee may use more than five of the above days per fiscal year and must maintain a personal leave balance for each day of union leave to be used. Release time granted for negotiations and designated district

level meetings shall not be charged against the 75 days. Any additional days requested or a waiver of personal leave balance shall be at the discretion of the Superintendent.

3. The Union shall give written electronic notification of at least six duty days to the Board as to the dates and employees for whom union leave is being requested. These timelines may be waived by mutual agreement. Requests for union leave shall not be unreasonably denied.

4. Such leave shall be limited to two employees per work location on any given day unless it is determined by the supervisor that the absence of more employees will not disrupt the normal operation at that work location.

E. Information

1. The Union shall be provided with copies of the Board agenda and packets upon publication and copies of all Board periodicals (i.e. Objectives, Orange Peal, etc.). The Union shall be provided with an official copy of the School Board policies, including any policy revision adopted by the Board.

2. The parties shall meet annually to discuss a schedule of reports to provide to the Union.

3. The Union shall be provided with copies of generally distributed work rules (handbooks) for each major department.

4. The Board shall provide the Union a copy of its established criteria, including any revisions, for granting wage credit for experience.

5. The Board shall provide the Union access to public records not exempted by Florida Statutes at mutually agreeable times and with an appropriate staff member present. Copies of said materials shall be provided to the Union at cost, if requested.

F. Union/Management Meetings

1. In order to provide a means for continuing communication, representatives of the parties, agree to meet with employees and managers representing the following functional areas: clerical, custodial, food service, maintenance, paraprofessional, transportation, technology, uniformed security and other employee groups as identified by the parties.

   a. A committee for each area shall be formed to meet a minimum of three times per year, one meeting to be held within 60 days after the beginning of the school term, and the others to be held between November 1 and April 1 of each year. Other meetings may be held upon mutual agreement of both parties.

b. The committees may discuss concerns which could result in improved quality of work and any other matters mutually agreed upon by both parties, such as training programs.

c. When the parties mutually agree to submit proposals to the Collaborative Bargaining Leadership Team, such proposals must be recorded on the Issues and Tracking Form and be supported by data and research.

d. Such meetings shall not be intended for the purpose of negotiations or to bypass the grievance procedure.

2. The Superintendent/designee and the Union president/designee will meet at mutually agreeable times to discuss issues which could lead to improvements in the school system. The Union President shall, upon request, serve on committees made up of two or more classifications of employees/functions/ departments, which committees are formed to study and/or implement continuous quality improvement efforts in the District.

3. The Union shall be given the opportunity to provide input regarding in-service courses/training programs.

G. Other Committees

1. Classified staff at each school shall have the right to petition for representation on the FAC.

2. The employees and the principal at each school shall mutually agree on a process to select at least one employee to serve on that school's advisory council.

3. Participation on the FAC shall not serve as a basis for the evaluation of any employee.

4. A budget committee shall be established jointly with the District including representatives from the Superintendent, the Board, and the OESPA and CTA CBLT'S. The purpose of this committee is to create an overall awareness of the District's budgetary needs by identifying and sharing priorities from the parties on the committee.

Article VI
Dues Deduction

A. The Board shall deduct Union dues and uniform assessments from the wages of those employees who authorize the deduction of same in writing, pursuant to the following:

1. Authorization forms shall be personally signed by each employee requesting dues deduction.

2. All authorization forms must be submitted by the Union to the Payroll Department.

3. Dues deduction shall begin with the check for the first full pay period following receipt by the Board of the authorization form.

4. The Board will deduct equal installments of the annual dues in each of the regular paychecks issued after enrollment. The deductions will begin in the first check of the fiscal year for all members who are current employees. All employees will have twenty-one payments.

5. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for that period, after other deductions, are less than the amount of dues to be collected.

6. Authorization of dues deduction for an employee shall continue from year to year, unless the employee revokes his/her authorization.

7. An employee, upon submission of a standardized form, may revoke his/her authorization for dues deduction. Such revocation shall take effect 30 days from receipt of such notice. The Union shall be notified of such revocation.

8. In the event a full-time employee transfers to a part-time position, or a part-time employee assumes a full-time position, the Board shall make an automatic adjustment in dues.

B. General Provisions

1. Any change in the amount of dues subject to payroll deduction for membership in the Union shall be certified to the payroll administrator no later than twenty days prior to the effective date of change.

2. Dues collected through the payroll deduction method shall be transmitted to the Union as follows:

   a. Dues collected from paychecks at the end of the month shall be transmitted within two workdays from the date on which regular paychecks were issued.

   b. Dues collected from other paychecks within the month shall be transmitted on the same date when the regular paychecks were issued.

3. The Union shall indemnify and hold the Board harmless against and from any and all claims, demands, suits, or other form of liability that may arise out of or

by reason of action taken, or not taken, by the Board for the purpose of complying with the provisions set forth in this article.

4. The Union recognizes that the Board is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments.

5. The Union agrees that if at any time during the duration of this Contract the Union authorizes, causes, engages in, or sanctions any strike, work stoppage, or other illegal job action of any kind, the privilege of dues deduction may be revoked during the remainder of the fiscal year.

Article VII
No Strike Clause

The Union agrees to comply with statutory provisions prohibiting strikes by public employees. In the event of any such violations during the term of the Contract, the Union shall take reasonable steps to ensure the return of employees to work as quickly as possible by:

A. Delivering immediately to the Board a copy of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and to return to work.

B. Taking such other action which the Union deems reasonable and appropriate to bring about compliance with the terms of this Contract.

Article VIII
Employee Rights

A. An employee shall not be discriminated against because of race, color, creed, sex, national origin, age, handicap or marital status. In addition, the parties recognize that sexual harassment detracts from a professional and comfortable working environment. As such, the parties agree to work together toward the elimination of discrimination and sexual harassment from the work place.

   Employees are encouraged to report any allegations of discrimination or sexual harassment to their administrators or the applicable district-level departments for prompt investigation. Any claims shall be referred to the Office of Equal Employment Opportunity and the employee shall retain all rights to pursue his/her claim through the appropriate federal and/or state agency.

   Employees shall not be retaliated against for appropriately reporting discrimination and/or sexual harassment.

B. The Board agrees that the private and personal life of any employee, including additional employment, are not within the appropriate concern or attention of the

Board, provided that these activities do not impair the employee's effectiveness and performance as an employee of the School Board.

C. The Board agrees to comply with Florida Statutes as they relates to actions in tort for damages as a result of the negligent or wrongful act or omission of an employee while acting in the scope of his/her employment. The Board shall not be responsible or liable for the actions of an employee who acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Further, if the employee relies on the Board for tort protection the Board may exercise its right to settle any claim for damages brought against the employee in any manner the Board deems appropriate.

D. The Board, upon request by an employee, may determine to provide legal services for employees who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities. However, in any case in which the employee pleads guilty or nolo contendere or is found guilty of any such action, the employee shall reimburse the Board for any legal services which the Board may have supplied pursuant to this provision. Each determination of the Board to expend funds for legal defense of an employee shall be made at a public meeting with notice pursuant to Chapter 120 of the Florida Statutes.

E. An employee shall have the right to legal protection by the Board in any civil or criminal action that may arise out of a work-related incident. The employee shall be entitled to representation as provided for in Article XII. Any employee who refuses to provide a requested statement shall waive his/her right to legal protection by the board.

F. The cost of any physical examination taken by an employee at the direction of the Board, except that which is a prerequisite for employment, shall be borne by the Board. The Board shall provide a list of three doctors from which the employee shall choose one.

G. Employees shall have access in each worksite to all School Board Policies, State Board of Education Rules, Florida School Laws and the Superintendent's Management Directives. Employees shall be kept apprised of any District media policies and copies shall be made available upon request. Copies of policies and rules for each worksite shall be distributed to each employee at the site.

H. The Board will repair or reimburse an employee the current value of any clothing or other personal property damaged or destroyed as a result of assault and/or battery or the quelling of a disturbance suffered in the course of the legal performance of his/her assigned duties unless such loss covered by insurance or reimbursement is attained from other sources not in excess of $400. If it is determined that coverage for verified cases of vandalism to personal property on school premises is permitted by Florida Statutes, such coverage shall be in the amount and under the conditions specified above.

I. An employee shall be permitted to use necessary and reasonable force to quell a disturbance, to protect himself or others from possible injury, to restrain a disruptive student, or to protect personal property and District property.

J. An employee shall not be required to find a substitute for his/her approved leave of absence.

Article IX
General Personnel Provisions

A. Job Descriptions

1. The Board shall maintain a separate job description for each position listed in Appendix A. It is understood by the parties that every incidental duty connected with the functions enumerated in the job description may not be specifically described and such shall not preclude the required performance of related duties.

   a. It is understood between the parties that employees normally will be assigned duties consistent with those set forth in their job descriptions.

   b. Specific duties shall not be assigned in a capricious manner.

2. Prior to implementation of any changes in a job description, the affected employee(s) shall be notified. A review of the changes shall be made with the employee(s) upon request. Any employee whose job description is changed shall be provided a copy of the new job description.

3. As new/changed job descriptions are developed, they shall be written in conjunction with the job study referenced in Article XV Section F.

4. In the event that the qualifications as set forth in the job description change to the extent that an employee is no longer qualified to continue in the position, the employee shall be provided reasonable assistance in receiving additional training and/or moving to another position.

5. An employee shall be provided a copy of his/her job description upon request.

6. The Union shall be provided copies of all current job descriptions.

B. Members of the same family shall not be employed in such a way so that one family member directs the work of another family member.

C. Seniority shall be defined as the total length of continuous service with the Board. Seniority shall be district-wide and shall be effective from the date of employment in a benefited position. Any interruption of service shall result in a loss of seniority, except for employees who are re-employed as a result of a recall from layoff. Time off for Board approved long-term leave of absence without pay shall not count toward seniority but such leaves shall not be considered as an interruption of service.

D. Personnel Files

1. A personnel file shall be maintained for each employee. The file shall be inclusive of all records, information, data, or materials maintained by the school system, in any form or retrieval system whatsoever, which is uniquely

applicable to the employee whether maintained in one or more locations. All files maintained on employees shall be considered public records unless specifically made confidential, by Florida Statutes.

2. Access to Files

   a. Confidential data in an employee's personnel file shall be open to inspection only by the employee, the employee's supervisor, members of School Board, the Superintendent and such other persons as the employee or the Superintendent may authorize in writing. In addition applicable portions of the file may be made available to hearing officers or law enforcement officers when, and to the extent, specifically permitted by law.

   b. An employee, or his/her designated representative shall have the right to examine the entire contents of his/her personnel file, which is maintained in Employment Services Department, or any other location, at a reasonable time in the presence of a staff member having responsibility for the data. An employee may request that a representative accompany him/her when the file is being reviewed.

   c. An employee, upon request, shall have the right to meet with his/her supervisor for the purpose of examining the contents of any work location file which may be maintained on the employee.

   d. Copies of documents in an employee's own file shall be provided at no cost to the employee.

   e. A record shall be maintained in the file of the employee of those persons reviewing the file each time it is reviewed.

3. Placement of Material in Files

   a. Evaluation forms and written reprimands shall not be placed in an employee's personnel or work location file unless the employee has signed the document. Said signature does not necessarily indicate agreement with the contents. If the employee is unavailable for signature, a copy of the document shall be sent by certified mail to his/her last known address, and verification of such will serve in lieu of his/her signature.

   b. Complaints shall not be placed in the employee's file unless the source is identified and the document has been shared with the employee in a formal meeting.

   c. Directives shall not be placed in the employee’s file unless the source is defined and the document has been shared with the employee in a formal meeting.

d. After receipt of any document to be placed in his/her file, an employee may respond in writing. The response will be attached to the document and shall be placed in the file in accordance with Florida Statutes.

4. At the request of the employee, and subject to Florida statutes, written reprimands, directives, material of a derogatory nature or complaints which are two or more years old shall be appended with a notice which states the material is no longer relevant for disciplinary purposes, provided there has not been a recent incident of a similar problem or complaint. For disciplinary documents related to the use of excessive force and/or physical, verbal or other conduct directed against students or employees, and motor vehicle reports, recentcy shall be five years. This provision shall exclude evaluations.

E. The Orange County School Board, in collaboration with the Orange Education Support Professionals Association (OESPA), agrees to cover the re-fingerprinting and annual maintenance costs of employees.

Article X
Employment Status and Assignment

A. Vacancies

1. A vacancy shall be defined as a newly created bargaining unit position or a position that has been vacated by an employee, provided the position has not been frozen or eliminated.

2. Employees applying for a promotional vacancy within the bargaining unit shall be given full consideration prior to hiring new employees. Qualifications, evaluation reports and length of service will be considered. The possession of a license or certificate related to an employee's particular skill or trade shall be considered as part of his/her qualifications.

3. Employees requesting a transfer also shall be given full consideration for vacant positions prior to hiring new employees.

4. If requested, affected employees shall be given an explanation as to why they were not promoted or transferred.

5. Advertisement

a. The Board agrees to post individual vacancy notices for Resident Custodians and Crew Leaders; clerical positions at grade 9 and above and all other positions at grade 12 and above at all worksites and in the Employment Services Department for a period of twelve calendar days, excluding paid holidays and periods of district-wide shut down. For the

purposed of Article X.A.5., the floating (birthday) holiday shall not be considered as a paid holiday in the calculation.

b. A listing shall be posted weekly at all worksites and in the Employment Services Department of all vacant positions, showing position title, grade and work location. A copy shall be sent to the Union. All positions except those in subsections 5.a above shall appear on said list before being filled.

c. Positions within programs that are funded for a specific period of time shall be so identified on any vacancy notice or job listing.

d. Nothing herein shall preclude the temporary filling of positions until such time as a hiring decision is made and implemented. If such temporary appointment comes from within the work location and results in a newly vacated position, this also may be filled on a temporary basis.

e. Any employee who temporarily fills a position may be considered, in accordance with Section 6 below, along with other applicants at the time the position is to be filled on a permanent basis. If the employee is not chosen to fill the position s/he shall be returned to his/her original position at that work location. These provisions shall be applicable to employees from other work locations only upon the approval of both supervisors.

6. Interested employees may apply in writing to the designated contact person within the posting period.

7. The hiring decision for a posted vacancy shall take place within 45 duty days of the closing application date. If the hiring decision is not made within 45 duty days. The vacancy must be re-advertised before being filled. If a candidate does not accept the offer of employment or does not pass the pre-employment process, additional candidates may be selected within the 45 duty days from the candidate pool.

8. Employees who have been interviewed for positions as set forth in 5.a above shall be notified in writing as to whether or not they have been selected for the position.

9. If an employee is hired to fill a temporary instructional position, and the employee subsequently is not hired into a permanent instructional position, s/he shall be returned to his/her original classified position with all appropriate benefits and seniority restored. This shall not be considered as a break in service.

B. Transfers

1. A transfer is a change in an employee's work location. Transfers initiated by the employee shall be considered voluntary. All others shall be considered involuntary.

2. Except as provided in Section 5 below, employees may be involuntarily transferred for reasons such as allocations, organizational changes at the work location or district-wide, or changes in the job description in accordance with Article IX Section A.3.

   a. To the extent feasible, volunteers shall be sought first. When volunteers are solicited and are insufficient in number, employees shall be transferred in inverse order by seniority.

   b. When it is not feasible to request/use volunteers, transfers shall be based upon the job description for the position title and any specific knowledge and skills related to the particular position.

3. Before any involuntary transfer is made, a meeting shall be held between the supervisor and the employee(s). The supervisor shall explain the need for the transfer, and the employee(s) shall be given an opportunity to discuss the transfer. Length of service and geographic location will be given consideration before a final decision is made. Unless mutually agreed by the employee and his/her supervisor to expedite the time limits, the employee shall be given notice of at least five duty days prior to any transfer.

4. The Employee Relations Department shall review unusual circumstances which may require an involuntary transfer of an employee. If the transfer becomes necessary, a meeting shall be held with the employee. S/he shall be entitled to representation, and may request, in writing, the reason for the transfer. Unusual circumstances shall be defined as those circumstances when there is a reasonable belief that the employee's current assignment limits the efficient operations of the District or has an adverse impact on the welfare of students or staff.

5. Employees who are transferred on a temporary basis, pending resolution of a situation involving potential disciplinary action, shall be assured of receiving the same wage as they received prior to the transfer.

6. An involuntary transfer list shall be compiled at the end of the school year for non-probationary employees who would otherwise be identified for layoff for the following school year due to a reallocation of human and/or financial resources at the work location. These employees will be notified and provided assistance in securing a position for which they are qualified, and shall be placed before any probationary employees as identified in Section F.1.b. are rehired.

7. When placing an employee identified as an involuntary transfer, consideration shall be given to seniority and then by the best position available as determined by days and hours within the current job title.

C. Re-assignment

1. Re-assignment as used herein shall refer to a change in an employee's position title.

2. Employees may be re-assigned within their classification (chapter) for reasons such as allocations, organizational changes at the work location or district-wide, or changes in job descriptions.

   a. To the extent feasible, volunteers shall be sought first. When volunteers are solicited and are insufficient in number, employees shall be re-assigned in inverse order by seniority.

   b. Any re-assignment to a position outside of classification or from a 12-month to a 10-month position shall be voluntary, or subject to the layoff procedure.

3. If any re-assignment results in a reduction in hours per day, Section E also shall apply.

4. The parties recognize that an employee may be reassigned on a temporary basis due to another employee's extended absence of more than ten (10) duty days. If the reassignment is to a higher pay-grade, the employee who is so reassigned shall be assured of the higher pay-grade during that time beginning on the first day of the reassignment.

5. An employee who substitutes for at least 2.5 hours of student contact time for a teacher who is absent, shall be paid the supplemental rate of $20.00 per day for said day. If the employee has completed the District endorsed Substitute Teacher Training he/she shall be paid the supplemental rate of $30.00 per day. Substitute training shall be provided at no cost to the employee.

D. Promotion

1. Promotion is the advancement of an employee to a higher grade position within the bargaining unit, whether through the filling of a vacancy or the upgrading of the employee's existing position.

   Any employee who is promoted shall be assured of at least a three (3%) percent increase per grade up to a maximum of twelve (12%) percent, or an adjustment based on documented job related experience as defined in Article XV, C, 4-6 whichever is greater. Both are subject to the minimum and maximum wage rates for the new pay grade.

2. Permanent substitutes who complete a four year degree shall be promoted to the applicable pay-grade upon verification of the degree, retroactive to the date the degree was awarded or to the beginning of the current fiscal year, whichever is later.

3. Effective 2011-2012, any employee, without a break in service, who has previously worked at a higher pay level, will have the promotional increase calculated with that in consideration. At no time will the employee be earning less at the new level as they have previously earned at that same level. Calculations will be reviewed and a final determination will be made by the Senior Director of Compensation.

4. The Board agrees to use the criteria established through the job classification project in upgrading employees.

   a. Requests for a position upgrade will be normally initiated by the supervisor; however an employee may request consideration for an upgrade. Should such position not be recommended by the supervisor for an upgrade, the employee shall be given an explanation, if requested.

   b. Any recommendation by a supervisor for a position upgrade must be submitted to Compensation Services within 30 duty days from the time it is formally initiated at the worksite. Once received at the District level it shall be processed within 30 additional duty days. If the position is upgraded, the employee shall receive the applicable wage increase retroactive to the date of final approval or 60 duty days from the date of submission, whichever is earlier, however there shall be no retroactivity to any time prior to the beginning of the current fiscal year. Compensation Services will notify the employee, in writing, of the final determination.

   c. An employee may request a review of an upgrade denial. This review shall be completed within 45 duty days, and include an interview of the employee, upon request. The final disposition of an upgrade shall not be subject to the grievance procedure.

5. If, within 30 duty days of the employee being promoted, in the judgment of the supervisor, the employee's quality of work is not such as to merit continuation in the new position, or the employee requests a transfer to his/her original or similar position, s/he may be returned to his/her original position provided a vacancy exists within 60 days. The employee's rate of pay shall then be adjusted to that in effect for the lower position.

E. Reduction in Hours

1. If a reduction in hours becomes necessary, the Board shall first seek volunteers.

2. If there are no volunteers, the reduction in hours shall come from among those affected employees at that work location with less than one of year seniority.

3. For paraprofessional employees, the reduction shall be subject to the following:

a. The principal shall notify all employees in the affected position title(s) of the need to reduce hours, and potentially affected employees shall be given an opportunity to provide input to the principal.

b. Following the receipt of input from employees, the reduction in hours shall be determined by the principal, within the parameters set forth in section 2 above.

4. If a further reduction in hours is necessary because there are no paraprofessional employees with less than two, or other affected employees with less than one, year of seniority, then the least senior affected employee shall be reduced in hours.

5. If a reduction in hours would result in an employee working less than four hours per day, that employee shall be transferred. In the event there are no similar positions, or related positions for which the employee is qualified, the employee shall be identified for layoff in accordance with Section H. This provision shall not apply to employees with less than one year of seniority.

6. If Board paid health insurance coverage is reduced as a result of a reduction in hours of an employee with more than one year seniority, the employee may request, and shall be given priority consideration, for a transfer to a position with full-time insurance coverage, for which s/he is qualified.

7. Any other employee whose hours are reduced by more than one per day shall be provided, upon request, assistance in identifying positions in the District for which s/he is qualified.

F. Probation

1. All newly appointed employees will be placed on probationary status during their first year of employment. During the first 120 duty days of active employment, excluding summer breaks unless worked, the employee may be terminated upon written notice.

a. During the balance of the first year of employment, and through the employee's anniversary date, the employee may be terminated for conduct or performance related reasons, or as set forth in Section b. below. Performance related reasons shall include written documentation of less than satisfactory work which has been formally called to the employee's attention and/or conduct related matters which form or formed the basis for disciplinary action greater than a verbal reprimand. An employee being dismissed for performance related reasons only shall be assured of a minimum of three days' notice or three days of severance pay in lieu of notice.

b. An employee who is within his/her first year of employment may be terminated at the end of the current school year for reasons such as

organizational changes at the work location or district-wide, reallocation of human and/or financial resources, or decreases in/or the elimination of project funding. The Employment Services Department will make a reasonable effort within the subsequent 30-day period to assist these employees in finding another position for which they are qualified.

c. The substantive reasons for termination for a probationary employee shall not be subject to the grievance procedure.

2. Leave without pay, workers' compensation leave, and/or light duty work days shall not apply toward the probationary period.

3. During the probationary period, benefits will accrue the same as for employees in permanent positions, except that if the probationary employee terminates for any reason at the end of his/her probationary period or before, no accrued annual leave shall be credited to the employee.

4. Any terminated probationary employee shall be provided written notice of his/her dismissal. The employee shall be given the opportunity to discuss the dismissal with his/her supervisor, if requested, prior to the end of his/her last duty day.

G. Resignation

An employee who plans to resign shall give at least ten duty days' notice unless waived by the supervisor. The notice shall be in writing and reflect the employee's last duty day. If the employee is unavailable for submission of a signed notice, the supervisor shall confirm the resignation and the employee's last duty day by certified letter to the employee's last known address on file. The resignation shall be acted upon by the Board, in accordance with Florida Statutes.

H. Layoff

1. The Board shall determine the position titles in schools, departments and work locations from which employees are to be laid off, and hiring for affected positions shall be frozen. A meeting shall be held with the Union prior to any layoff.

2. Except as outlined below, positions shall be considered by position title.

a. The following combinations of positions shall apply:

(1) Positions within the same trade, exclusive of trades technicians

(2) School food service assistants

(3) Uniformed Security Officer and Shift Coordinator

b. The following positions shall be considered individually; to the extent that the specific job knowledge and skills required to perform the job duties of these employees are not the same.

(1) Administrative Specialists

(2) Database Coordinator

(3) Educational Captionist & Sign Language Interpreters

(4) Logistic Techs

(5) Network Operators

(6) Program Assistants, Career and Technical Education

(7) Program Assistants, District ESE Specialist

(8) Program Coordinators

(9) Trades Technicians

c. Any additional combinations of positions must be mutually agreed to by the parties.

3. The following procedures shall be used in laying off employees:

a. Employees will be laid off within their position title in the inverse order of their seniority. If employees have the same seniority, the employee to be retained shall be determined by lot.

b. As soon as an employee is notified of his/her pending layoff, s/he shall notify his/her supervisor and the Employment Services Department if s/he is interested in being assigned to any other position for which s/he is qualified.

c. Employees identified for layoff shall be placed in vacant positions for which they are qualified. An employee shall be first offered a vacant position at his own school/department and if there are no such vacancies, an offer shall be made for a position in another school/department. Acceptance of a vacant position shall carry no guarantee of the same pay grade, number of hours per day or number of days per year.

d. The above offering of positions shall be performed in order of greatest seniority in the position titles from which the employee is to be laid off.

e. No new employees within the affected position titles shall be hired before all employees to be laid off have been offered a position.

f. In the event an affected employee is not offered, or declines, a vacant position, s/he shall be subject to layoff.

4. The Board, for a period of one-year following layoff, shall maintain a layoff register and shall recall former employees by position title when vacancies have occurred. No new employees shall be hired into the position title until all former employees similarly situated on the layoff register have been recalled.

   a. Employees who have served in any other position title within a three-year period immediately preceding layoff may choose to be placed on the recall list for any of those position titles, by notifying the Employment Services Department in writing within ten duty days of receipt of their notice of layoff. Such employees shall be subject to the same provisions as set forth in the above section.

   b. When employees are recalled from layoff, the employee with the greatest seniority shall be recalled first. Such recall shall be district-wide, except that if an employee refuses the first offer of employment for a position in a school, department or work location other than the one from which s/he was laid off, the Board shall have no further obligation to place the employee district-wide. The employee, in such cases, shall remain on the recall list for his/her particular school, department or work location, unless s/he also refuses an offer of employment to that work location, in which case the Board shall have no further obligation to the employee for any recall.

   c. Recall shall be made by certified mail to the last known address of the employee. Within ten duty days of the certified receipt date, laid off employees must signify their intention of returning to work to the Employment Services Department. Failure to respond to the notice shall constitute a resignation by the employee.

   d. If a laid off employee, when offered recall, is temporarily unable to return due to medical reasons, s/he may request an extension of recall rights, not to exceed two months.

   e. Employees who are re-employed as a result of a recall from layoff shall not receive a loss of seniority nor shall there be a change made to the consecutive service date for the position that the employee held immediately prior to their layoff.

5. The Board shall assist laid off employees in identifying and applying for other positions for which they may be qualified, during their layoff period. Laid off employees may use job counseling and/or enroll in job training programs as may be offered by the Board during their layoff.

6. In applying the provisions of Section 1. above, work location shall not be a factor in determining layoff for facility trades, transportation trades, bus operator

and bus monitor positions. These shall be determined by position title district-wide in inverse order according to seniority.

7. All employees identified for layoff shall be provided written notification of these provisions.

Article XI
Evaluation

A. All employees shall be formally evaluated at least once annually. This annual evaluation shall occur no later than April 15.

B. The formal evaluation shall serve as a basis of discussion for recording satisfactory performance by an employee and where an employee's performance is unsatisfactory.

1. The employee shall receive, in a confidential manner, a completed copy of his/her formal evaluation. The supervisor and the employee shall sign and date the completed form. The employee's signature shall not necessarily imply agreement with the evaluation, but acknowledge receipt. The employee shall have the right to discuss the evaluation with the supervisor.

2. If the employee is unavailable for signature, the form shall be sent by certified mail to his/her last known address on file.

3. The employee shall have 20 duty days to respond in writing to the evaluation and said response shall be a part of the evaluation report.

4. A less than satisfactory evaluation shall not serve as prima facie evidence of the facts therein in any later situation when dismissal is being considered.

5. Any unsatisfactory evaluation prepared for an employee's file upon his separation from the District shall be contingent upon compliance with the provisions of this article.

C. If matters arise which may result in an unsatisfactory rating in any area on the evaluation report, such matters will be discussed with the employee in a formal meeting within a reasonable time but not to exceed 90 calendar days. Said meeting shall include specific recommendations for improvement. These recommendations shall be referred to as a Classified Improvement Plan (CIP) and reduced to writing, along with a reasonable time for completing this CIP prior to the conference in Section B.1. above. An unsatisfactory rating based on matters arising within 90 calendar days prior to the evaluation conference may be used, provided the other requirements of this Section have been met.

1. A copy of the CIP with the specific recommendations for improvement shall be given to the employee, who shall have an opportunity to respond, in accordance with Section B.3. above. The supervisor shall bring to the employee's attention failure to comply with the specific recommendations from the CIP in a timely manner.

2. In cases of alleged incompetence, or continued inability to satisfactorily meet performance standards for the job, compliance with Article XII shall be met.

D. The judgment of the supervisor shall not be subject to the grievance procedure.

E. No change shall be made in the standard form used by the Board until after consultation with the Union. Such discussion shall occur by October 1, or at a time mutually agreed to by the parties, before changes are made for the subsequent year.

Article XII
Discipline

A. General Provisions

1. Discipline of an employee shall only be for just cause. Discipline may be imposed only for a violation of an expressed rule, an expressed order, an expressed policy, and/or reasonable expectation of management, which reasonably should have been known to the employee. Prior to the imposing of any form of discipline, a fair and objective investigation shall be conducted. Under normal circumstances matters known to the supervisor, which may be used to discipline employees, shall have been brought to the employee's attention within 30 calendar days.

2. Disciplinary action appropriate to the circumstances may take one or more of the following forms: dismissal, suspension without pay, verbal reprimand, and written reprimand. While disciplinary action shall normally be progressive, whereby the severity of the violation, past violations of a similar nature, and past disciplinary action for those violations are all taken into consideration, a given form of discipline need not necessarily be preceded by a less serious form of discipline. Except in cases of absence without authorized leave, progressive discipline shall apply to cases relating to absenteeism.

3. The Board may dock an employee's pay as a form of discipline in matters which relate to time off the job.

4. The following shall be grounds for suspension without pay for a specified time period or for dismissal: conviction of any crime involving moral turpitude, drunkenness, gross insubordination, immorality, misconduct in office, willful neglect of duty, or continued failure to satisfactorily meet performance standards for the job.

5. If during the course of an investigation it is determined that the employee's continued presence on the job may be threatening to the health and/or safety of students, other employees, or the facility, the employee may be relieved of duty with pay. The employee shall receive written notification, in a timely fashion, of the relief of duty which shall include a statement as to the basis for this action. A copy of the notice shall be sent to the Union. Relief of duty with pay during an investigation shall not be considered disciplinary in and of itself.

6. An employee shall be entitled to representation in any meeting with the administration when the employee reasonably feels that discipline may result.

7. Only supervisors shall be permitted to discipline employees.

8. If, during a disciplinary investigation, the employee is questioned regarding an incident, and s/he does not respond at that time, reasonable time shall be given for a response. In the absence of a timely response, the supervisor shall proceed based on the information known at the time.

9. The supervisor's questioning of an employee and/or the offering of reasonable direction regarding any incident which later might be dealt with in a disciplinary manner shall not be considered an oral reprimand.

10. If matters arise which indicate the need for disciplinary action during a time when an employee is not required to be on duty, no action shall be taken until such time as s/he is required to be on duty or has received notification of the proposed action, whichever occurs first. Written notice via paid courier to the employee's last known address shall be considered a reasonable attempt at notification.

11. Prior to disciplinary action being taken, the employee shall be informed in a preliminary meeting what the basis of potential discipline is, what the witnesses said, and what the other sources of information indicated. Prior written notification of at least two duty days shall be given to the employee indicating the purpose and time for the meeting.

    a. During the meeting, the employee shall be afforded an opportunity to explain his/her perception of the facts and may name any other witnesses or sources of information, which might provide information concerning the basis for potential discipline.

    b. If the employee names additional witnesses or sources of information, these shall be investigated prior to a final determination being made.

    c. If additional information is obtained which may form the basis for more serious disciplinary action, a subsequent meeting shall be scheduled with the employee to inform him/her of the results of the additional investigation.

12. Disciplinary action shall be taken within ten duty days of the time the employee was informed of potential disciplinary action in a formal meeting. Upon request the time limit may be extended in cases where additional witnesses and/or sources of information or further investigation may be needed.

13. If appropriate, the employee shall be encouraged to enroll in the Employee Assistance Program.

14. When an employee receives formal notification of an investigation that could result in discipline, the employee will be provided written notification at the conclusion of the investigation when the decision is to take no disciplinary action.

B. Reprimands

1. Any reprimand shall be given in private.

2. Written Reprimands

a. An employee may file, within 20 duty days after receipt of a written reprimand, a written response, which shall be attached to the reprimand. The supervisor shall hold a written reprimand 20 duty days or until receipt of the written response, whichever is sooner, prior to placement in the employee's personnel file.

b. A written reprimand shall be deemed no longer relevant for disciplinary purposes after a specified period of time, in accordance with Article IX, Section D.4.

c. A written reprimand shall not serve as prima facie evidence in and of itself of the facts alleged therein in any later situation when dismissal is being considered.

C. Suspension without Pay

1. If a given suspension without pay was preceded by a written reprimand for a similar problem, the employee must have been given reasonable time to correct the problem prior to the suspension.

2. An employee may be suspended without pay without a previous written reprimand if serious circumstances exist that could possibly lead to dismissal.

3. Any suspension without pay shall not exceed five duty days.

4. The provisions for written reprimands specified above, relating to the employee's right to respond and appending of file documents shall also apply to suspensions without pay.

5. The employee shall receive written notification of the suspension including the date(s) and the basis for this action. A copy shall be placed in the employee's personnel file and another sent to the Union.

D. Dismissal

1. During the course of an investigation, the Superintendent may require a physical and/or psychological or psychiatric examination of the employee at the expense of the Board.

   a. Prior to requiring such examination, there shall be a meeting with the employee, at which time the basis for requiring such an examination shall be explained. This shall be followed up in writing. In extreme cases when the employee is unable to attend the scheduled meeting, the meeting may be waived.

   b. The employee shall have the right to seek an additional opinion or judgment from among state-licensed physicians or psychiatrists at the employee's choosing and at the employee's cost within a reasonable time period.

2. In cases relating to incompetency, or continued failure to satisfactorily meet performance standards for the job, the following shall also apply:

   a. The employee shall be notified in writing of deficiencies which, if not corrected, could lead to dismissal. The notice shall include specific recommendations for improvement, a tentative timeframe for improvement and a statement that failure to correct the deficiencies may lead to dismissal.

   b. Further explanation of the identified deficiencies and suggested corrections shall be provided to the employee in a conference or conferences, the first of which shall be held within three weeks of the written notice.

   c. Reasonable assistance shall be offered and provided in order to assist the employee in correcting deficiencies.

   d. A reasonable period of time not less than six weeks from the written statement required above shall be provided for correction of deficiencies. This time period shall be specified in writing and may be extended.

   e. At the end of the time period provided, a formal evaluation of the employee's performance shall be made.

   f. In extreme cases, an immediate formal evaluation of an employee's performance may be made provided that the employee shall be notified in writing of the reasons for this action and be provided a reasonable

opportunity to discuss the basis for the action. Such action shall be taken only when there is direct evidence that an extreme emergency exists.

3. In the event the Superintendent recommends termination of an employee, the Board may suspend the employee with or without pay.

4. Notice of the dismissal shall be in writing, including the specific reasons for the recommended action and the effective date. One copy shall be placed in the employee's personnel file and another sent to the Union.

Article XIII
Days and Hours

A. The Board retains the right to schedule its employees, however, the Board shall schedule consecutive hours during the employee's work day, with the exception of bus operators and monitors, who may have two one-half day shifts several hours apart.

1. The fiscal year shall be from July 1 June 30.

2. If the work schedule at a given worksite(s) or within a given classification of employees will be changed by more than two hours per day, employees shall be notified at least 30 calendar days in advance. If the change will affect only a part of the work force, volunteers shall be sought to the extent feasible. In the absence of volunteers, the least senior employees shall make the schedule change.

3. The Board shall provide a five-day notice of any other change in the workday starting and ending times. If requested, a reason shall be provided as to why a schedule change is required.

4. To accommodate a school or civic function held outside the regular workday, an employee shall be provided at least a two-duty day notice.

5. In cases of emergency or other unanticipated circumstances requiring a temporary schedule change, the supervisor shall notify the employee as soon as feasible.

6. When changes in existing programs or the addition of new ones occur, the number of hours an employee works per day may be varied, subject to the provisions of Article X Section E.

7. Time Reporting

For payroll purposes only the formula below shall be used to calculate all time worked.

00-07 minutes = .00 hours

08-22 minutes = .25 hours

23-37 minutes = .50 hours

38-52 minutes = .75 hours

53-60 minutes = 1.00 hours

B. Rest Periods and Lunch

1. Employees who are scheduled to work at least three and one-half hours per day shall be granted a fifteen-minute paid rest period. Employees who are scheduled to work beyond six hours per day shall be granted an additional, separate paid rest period. The rest period shall be scheduled whenever possible, near the middle of a shift. The Board may vary the scheduling of such rest period(s) when, in its opinion, the demands of work require such variance. The length of the break shall be prorated for employees who are scheduled to work more than eight hours per day.

2. No employee shall be scheduled to work more than three consecutive hours without a scheduled break.

3. Employees who are scheduled to work six or more continuous hours exclusive of the paid rest period shall be scheduled for a non-paid meal break of at least 30 minutes, provided this shall not be applicable to bus operators or monitors who work less than six continuous hours. The meal break shall be scheduled reasonably near the middle of the employee's workday.

4.The length of the paid rest period shall be prorated for employees who are scheduled to work a 10 hour duty day. Paid rest periods for a 10 hour duty day shall be 20 minutes and shall be as outlined in the paragraph above. Employees paid rest periods and unpaid meal breaks should be taken away from their desk or assigned work area.

5. If there are multiple classified staff working in the same department, a morning, afternoon paid rest period, along with a non-paid meal break schedule should be prepared and published so all staff are aware and can follow the schedule.

4 6. The Board shall provide a room or private area for use of all employees, during their lunch and break times.

5 7. School-based employees who support teachers may leave their worksites during lunch upon receiving permission from the principal. Other employees may leave their worksites during lunch at their discretion.

C. Overtime

1. Payment for overtime shall be at the rate of one and one-half times the employee's regular hourly rate for hours worked in excess of 40 and up to and including 55 within the workweek; for hours worked above 55 within the workweek, the rate shall be twice the employee's regular hourly rate. For hours 39 worked on Board designated holidays or Board approved additional paid days off, the rate shall be twice the employee's regular hourly rate. Hours paid for Board paid holidays not worked and pre-approved annual leave shall count as time worked, for the purposes of computing overtime pay for a given workweek.

2. An employee's supervisor shall notify the employee as soon as possible of the need for overtime. Unless there is a specific need, volunteers shall be sought first.

3. For bus operators on overnight trips, the state approved per diem shall be paid in addition to the hourly rate for time on duty.

4. The workweek shall be Thursday-Wednesday.

5. Should compensatory time off be granted in lieu of overtime, such time off must be taken within a reasonable time, not to exceed six weeks, and shall be computed at the overtime rates set forth in Section 1. above. Such time off shall be based upon mutual agreement between the employee and the supervisor. If for any reason the employee does not take the time off within six weeks, overtime shall be paid.

D. Extra Duty time

1. Call Back

a. An employee who is required to report to a work site for duty outside of the regular workday shall be paid for the actual hours worked plus the time normally required to travel to and from the worksite or a minimum of two hours, whichever is greater.

b. Employees who are called back and receive additional call backs before the expiration of the two-hour minimum will be paid for actual time worked beyond the minimum hours. If an employee is called back after the expiration of a prior two-hour minimum, the employee will be entitled to an additional two-hour minimum. The parties understand that employees on stand-by are entitled to both stand-by and call back pay when applicable.

c. If the extra duty time becomes contiguous with the employee's regular workday, s/he shall not be paid for the time required for travel.

2. Stand-by Response

a. Employees required to be on stand-by and respond to calls without reporting to a worksite will be compensated for all extra time worked or a

minimum of 15 minutes per call, whichever is greater. Employees shall be compensated for a minimum of 30 minutes per eight-hour period.

b. Employees who respond to calls requiring them to report back to a worksite shall receive additional compensation in accordance with Section D.1. above.

c. All calls shall be logged appropriately on official district forms provided by each department.

3. Employees shall be paid for all extra duty time in accordance with Section C. above.

E. On days preceding a student holiday, the work day for school-based employees who support teachers shall end at the same time as the student day, except when an emergency situation arises which requires that the employee remain on duty. Other employees may be released on these days at the discretion of their principal.

F. Voting Rights - During a general or primary election, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose either at the beginning or at the end of the work day. When the polls are open either one hour before and/or one hour after the employee's regularly scheduled work-day, the employee shall be considered as having sufficient time for voting without the necessity for further time off.

G. Shift assignments for members of the uniformed security force shall be for a six-month period and be made on the basis of seniority. However, it is understood that changes may be made in shift assignments in order to maintain the efficient operation of the work force.

H. Any employee who is required to take a course to remain in his/her current position, and who is not given release time during his/her regular work day for such course, shall be paid for the time spent in class based upon Section D.1.a. Additionally, s/he shall be reimbursed for mileage if the course is held off-site, subject to Article XVI Section L.

Article XIV
Working Conditions

A. Employees shall be permitted the use of telephones at their worksites provided such use does not interfere with the operation of the school or department. Telephones are not to be used for personal calls except in situations which affect the health, safety and welfare of the employee or his/her immediate family.

B. All facilities that house students shall furnish non-student restrooms for OCPS employees and visiting adults.

C. Maintenance employees shall be required to provide their own set of hand tools normally used to fulfill their job responsibilities.

1. The Board shall be responsible for the replacement of hand tools that are stolen from Board-owned property, including vehicles, provided the employee shows that s/he used reasonable diligence in the care and protection of the tools.

2. No replacement shall be made unless the tools had been inventoried with the employee's supervisor and the claim is made within 24 hours of the discovery of the loss. Replacement shall be of equal quality and completed within a reasonable time, which normally does not exceed ten duty days.

D. Uniform for Maintenance Employees

1. Employees that fall under the Maintenance job family, as designated in Appendix A-1 shall be required to wear a district provided uniform during their work day.

2. The School Board will provide employees with the required uniforms at no cost to the employee. Each employee will receive an initial allotment of six (6) shirts and six (6) pants/shorts*. In the second and subsequent years four (4) replacement pieces will be provided, two (2) of which may be substituted for a jacket. The employee shall be responsible for the proper laundering and care of the uniforms they receive.

3. A report evidencing the number of uniform pieces provided to the employee shall be maintained by management and signed annually by the employee. The maintenance department shall keep a supply of emergency uniforms available for situations ~~were~~ where an employee's uniform is damaged as a result of work related accidents or events.

4. The employee shall have the right to wear jean pants with their uniform shirt on Friday's.

5. Employees with medically diagnosed sensitivity to certain clothing fabrics shall be required to provide documentation from a physician in order to be provided with an alternative material for their uniforms.

6. Uniforms for new employees shall be ordered within fifteen days (15) of the employees start date. If uniforms are found to be defective, they will be exchanged for appropriate ones as soon as possible. Similar clothing to the uniforms shall be worn by employees who have not received their uniforms.

7. Employees reserve the right to wear union insignia, (i.e. pins, lanyards, etc.) should they choose to do so.

*Employees who work on/with construction projects must keep a pair of long pants in his/her office in the event they are required to visit a construction site. Short pants are not permitted on construction sites.

E. It is the intent of the Board to provide lockable storage areas for custodians' equipment and supplies with limited access by persons other than the custodial staff and administration. No custodian shall be held responsible for the loss or misuse of custodial equipment and supplies in cases where there has been unlimited access by students and/or other employees.

F. The Board shall establish and maintain a maintenance schedule for Board-owned vehicles, including school buses. Documentation relating to the reporting of needed repairs and any repair work done shall be provided to the driver, if requested.

G. Health and Safety

1. The Board shall furnish protective clothing/equipment to employees who are required to wear/use them in the performance of their assigned duties, in accordance with state law and state Board rules.

2. The Union and the Board agree that careful observance of safe working practices and written Board safety rules is a primary responsibility of all employees. The Board agrees that there will be uniform enforcement of such rules.

3. Natural or mechanical ventilation shall be provided in school kitchens.

4. The supervisor shall take steps, in cooperation with the employee, to provide reasonable precaution for the employee's safety. If an employee is harassed, upbraided, abused, threatened or suffers from bodily harm or property loss by an individual or a group of individuals while on duty, s/he shall immediately notify the supervisor as soon as possible, with a written report to follow, giving in detail the circumstances thereof. This report shall be forwarded to the Superintendent. The Superintendent shall cooperate with the employee in the event of a civil or criminal proceeding, including providing him/her with legal counsel, and shall assist the employee in connection with the handling of the incident with law enforcement and judicial authorities.

5. The parties agree to maintain a joint safety committee to review current safety rules and practices at the various worksites, to provide a vehicle for the handling of complaints, and to determine additional ways for enhancing safety conditions.

6. No employee shall be disciplined for refusal to work in an unsafe or hazardous situation, where there is an imminent danger to the employee's health, safety or wellbeing, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention. No employee shall be required to search for bombs or remain in an evacuated building.

7. The use of physical force by an employee as may be necessary to protect him/herself, or students, or other employees from disruptive students shall not be construed as corporal punishment.

8. The payments of any medical expenses incurred as a result of an assault on an employee by a student, or other injury sustained in the line of duty shall be subject to the medical schedule and regulations governing Workers' compensation.

9. An employee who observes a condition which s/he considers a health or safety hazard shall report same, either verbally or in writing, to the supervisor.

H. Commercial Driver's License (CDL)

1. No employee shall be required to obtain a higher level CDL than that required to perform his/her duties.

2. If an employee assumes a different position requiring a higher level CDL, the Board shall assist the employees by providing opportunities for training to prepare for acquiring that CDL.

3. Failure to maintain a required CDL may subject the employee to disciplinary action.

I. The Safe Driver Plan as set forth in Appendix D covers all employees who operate a District-owned/leased vehicle and are covered by the Omnibus Transportation Testing Act (OTETA).

Article XV
Wages
~~** 2015 – 2016 **~~2017 - 18

A. This wage schedule shall be for the ~~2015-2016~~2017-2018 contract year only and represents an overall 2.2 percent increase to payroll. The specifics of this compensation package are outlined below. ~~The specifics of this compensation package are outlined below.~~

1. The overall increase of 2017-18 will be a 2.2 percent increase to the employee's hourly rate of pay, with the following explanation:

   a. If, after the 2.2 percent increase is applied, the employee's raise is not at least 31 cents per hour, the employee's hourly rate increase will be raised to 31 center per hour.

   b. Employees must have worked one day over half their contract year in 2016-17 to be eligible for this increase.

~~Employees in paygrade 2 will be moved to paygrade 3. Paygrade 2 will be eliminated.~~

2. ~~A $.41 per hour increase will be paid to all employees employed with OCPS as of June 30, 2015.~~

3. ~~This $.41 will pay retroactive to July 1, 2015 or to the beginning of the employee's first duty day in their contract year.~~

4. ~~The new minimum wage for OCPS 2015-16 school year is $9.00 per hour.~~

~~5. No current OCPS employee will earn less than $9.10 per hour.~~

~~6. All employees will be moved to at least the new minimum of their pay range.~~

~~7. Employees hired after July 1, 2015, will be given their verified experience credit.~~

~~8. Employees must be in an active employment status as of the day of the payout to receive this increase.~~

~~9. Employees who worked 1 day over half of the contract year for the 2015-16 school year AND who retired on or before June 30, 2016, shall receive a one- time-only bonus of $600.~~

3. All employees who had up to five years experience credit prior to the 2015-16 and 2016-17 increases, will be adjusted to the same experience credit level, up to five years, as before the 2015-16 and 2016-17 raises occurred.

   The per hour increase will range from 31 to 81 cents per hour after the experience credit adjustment.

4. All employees will receive a one-time only, $500.00 bonus.

5. The 2017-18 increase will be paid retroactive to July 1, 2017, or the beginning of the employee's first duty day for the 2017-18 school year.

6. Employees must be in an active employment status as of the day of the payout to receive the raise and/or the one-time only bonus.

~~Article XV~~
~~Wages~~
~~ 2016-17 **~~**

~~A. This wage schedule shall be for the 2016-2017 contract year only. The specifics of this compensation package are outlined below.~~

1. ~~The new minimum wage for classified employees will be $10 per hour~~

2. ~~The overall increase for 2016-17 will be a 3.19 percent increase to payroll.~~

3. ~~All employed with OCPS as of June 30, 2016 AND not impacted by the $10 per hour new District minimum wage will receive a $.38 per hour increase, with the following explanation:~~

   ~~a. If, after moving the employee's wage to $10 per hour, the employee does not receive the entire $.38 per hour increase, the employee will receive the difference between moving to $10 per hour and the $.38 per hour increase.~~

   ~~b. If, after moving the employee's wage to $10 per hour, the employee's increase is greater than $.38 per hour, the employee will receive no additional increase.~~

   ~~c. Employees who, after the range adjustments for pay grades 4 & 5, are not at least at the range minimum for their pay grades, the employee will be moved to the range minimums, regardless of the per hour increase.~~

   ~~d. All range minimums will be adjusted to accommodate the District's new minimum wage of $10.~~

4. ~~The 2016-17 increase will be paid retroactive to July 1, 2016 or the beginning of the employee's first duty day for the 2016 school year.~~

5. ~~Employees must be in an active employment status as of the day of pay out to receive this increase.~~

~~B.~~ Individual Wage Determination ** 2015-16 **
(Note: this same language applies for employees whose position changed, effective July 1, 2016 or later.)

1. For employees whose position changed effective July 1, 2015 or later, the annual raise will be calculated on the job held as of June 30, 2013. The respective pay for the position change will be recalculated in accordance with Article X, D, 1.

EXPERIENCE	PAY RATE
Less than one full year of experience	Grade Minimum
One full year, but less than two years	Minimum plus 1%
Two full years, but less than three years	Minimum plus 2%
Three full years, but less than four years	Minimum plus 3%
Four full years, but less than five years	Minimum plus 4%

Five full years of related experience or more	Minimum plus 5%
Military years of experience (Up to 4 years, maximum)	Current wage plus 1% for each year of active duty in the armed forces of the USA

Under extenuating circumstances where there are critical skills and/or experience required, and job candidates are very limited, a starting wage up to 20% above grade minimum may be utilized. This shall require mutual agreement between the supervisor and the Compensation Department.

2. Effective July 1, 2017, classified employees, if honorably discharged, including a general discharge under honorable conditions, will be granted up to four (4) years of Military Experience credit on the classified salary schedule for active military duty in the armed forces of the United States of America. Each year of Military Service shall receive the same value as a year of experience credit and shall be calculated separate from and in addition to experience credit.

   To receive Military Experience credit, the employee must present a copy of his/her DD214 to Compensation Services. Credit will be applied to the employee's wages within three weeks of receipt by Compensation Services. There shall be no retro pay for Military Experience prior to the date the employee's Military Experience credit is processed by Compensation Services.

3. An employee shall be considered new through his/her first anniversary date.

~~3~~4. Former employees who are rehired shall be granted applicable credit for all related District experience subject to schedule C.1. above except that former employees who are re-hired after retiring under any Orange County Public Schools retirement incentive shall be placed at the minimum of the applicable wage range.

~~4~~5. Effective July 1, 2016, former employees who are rehired in either the same position title or the same paygrade shall not earn wages less than what they were earning on the last day of their most recent termination of employment with OCPS.

Effective July 1, 2010 a new employee shall be paid at the grade minimum for his/her position until such time as verification of work experience is received by Employment Services.

For work experience verification submitted during the employee's first year of employment, the employee's wage rate shall be adjusted retroactive to the date of benefited employment or the beginning of the current fiscal year, whichever is later. For work experience verification submitted after the employee's one year anniversary, the employee's wage rate shall be adjusted on the pay period

following the date the verification is acknowledged in writing by Employment Services.

~~5~~6. Although all experience documentation may not be related, such documentation shall remain on file.

~~6.~~7. An employee may request a reevaluation of his/her experience documentation on file in the event s/he changes to a new position with different job duties and/or skill requirements. Any adjustment in experience credit shall be to the start date in the new position or to the pay period in which the employee requested the reevaluation, whichever is later.

a. If the employee's new position is related to his/her former position to the extent that experience credit granted in or for the former position continues to be applicable, such experience credit shall be carried forward. In cases of promotion within classification, Article X.D. shall take precedence.

b. If the employee's new position is not related to the extent that the former experience credit is no longer applicable, provisions of section C.1. shall apply.

c. These provisions shall not be applicable for any position change made prior to ratification of this Contract.

d. Each employee shall be given written notification of the above provisions when hired.

~~7.~~8. For employees who accept a related position at a lower grade, placement within the new position's range shall be at the same percentage as that of the previous position's range, subject to the maximum for the new grade.

a. If the employee had previously held a position at the lower grade, the employee's pay will be reduced by the same percentage of the pay increase the employee received moving to the higher pay grade. The employee will return to the previous rate of pay with any negotiated pay increase added. At no time will the employee earn less than the hourly rate previously earned in the lower graded position if there has been no break in service.

b. Wages for employees who are promoted and are then downgraded within a twelve-month period shall be calculated by applying Article X.D.1.a. to the wage for the position held prior to the promotion. Any negotiated pay increases will apply.

c. Extenuating circumstances will be reviewed and a final determination will be made by the Senior Director of Compensation Services.

~~C.~~ Each School Food Service Assistant who on a regular basis drives a van for a satellite school shall be paid an additional $.14 per hour.

~~D.~~ The Board may provide for recognition of employees who have contributed outstanding and meritorious service in their fields and adopt and implement the program of meritorious service awards to employees who propose procedures or ideas which are adopted and which will result in eliminating or reducing School Board expenditures or improving School Board operations. The School Board is authorized to expend funds for such recognition and awards. Any award granted under the provisions of this paragraph shall not exceed $2,000 or 10% of the first year's gross savings, whichever is less. The Union shall be sent a copy of any awards granted under this section.

~~E.~~ The Board shall maintain the current point factor job evaluation system and the applicable job factors, which were mutually agreed to by the parties as a result of the 1997-98 classified job study. The Union shall be kept apprised of the process and any new grade changes shall be subject to negotiations.

~~F.~~ Method of Payment

1. The Board agrees to issue biweekly paychecks via direct deposit using an electronic, paperless delivery method. Employee access to electronic copies of his/her paychecks will be through the OCPS portal.

2. The number of paychecks issued to less than 12 month employees shall be based upon the length of time from the first to the last duty day of their work year subject to Section 3, 4, and 5 below.

3. If the scheduled payday falls on a non-banking day, paychecks shall be issued on the last business day before the non-banking day.

4. For new employees whose application for Direct Deposit is still being processed, and their first pay date is during extended non-workdays (such as Thanksgiving week, Winter Break or Spring Break), the paycheck/stub will be mailed to their home address for delivery by the scheduled pay date.

5. Overtime pay shall be applied to the pay period in which it was earned, to the extent feasible.

~~G.~~ Any changes in the pay grade schedule shall be negotiated by and between the parties.

~~H.~~ Shift differential

A shift differential shall be paid to eligible classified employees as per the schedule and criteria below. Eligibility to receive a shift differential shall be determined using the following criteria:

1. Employee's regular scheduled shift must include a minimum of four (4) hours between 4:00 p.m. and 8:00 a.m.

2. Employees must be in a benefited position.

3. More than one (1) defined shift must be available for the position titles as shown in Appendix A-1 and A-2. Those shifts must be in accordance with the shift schedule outlined below.

Shift Schedule

Scheduled Shift	Proposed Differential
8:00 a.m. to 4:00 p.m.	No additional pay
4:00 p.m. to 12:00 a.m.	35 cents per hour
12:00 a.m. to 8:00 a.m.	55 cents per hour

Article XVI
Fringe Benefits

A. Joint Fringe Benefits Committee

1. The parties agree to participate in a joint Fringe Benefits Committee for the purpose of discussing current insurance coverage, reviewing alternatives to the current coverage, and recommending improvements in the current coverage relative to benefits and cost. Discussions shall include co-payments, co-insurance, deductibles, out-of-pocket maximums, annual employee premium increases over 10% and all items outlined in this article. In addition the committee will review and recommend changes in third party administrators and PPO providers, make recommendations on the development of specifications for insurance benefit programs and other contracts prior to their being released for bid, and review bids prior to the time of awards of contracts.

2. The committee shall be informed in a timely manner of any recommendation regarding insurance coverage to be made by the Superintendent to the Board.

   a. If any products after being offered for three consecutive years (including the introductory year) has less than 5% participation of benefited employees, the product will be discontinued subject to the approval of the Fringe Benefits Committee. Employees enrolled in any discontinued

product will be assisted in making a transition during a six month not during a six month notification period (in the third year). Exceptions are as follows:

(1) If a product has less than 5% participation, but saves both the District and the employee money, it will be continued (i.e. Flexible Spending Account (FSA)).

(2) Products that can be purchased at a lower cost through group rates and are not readily available to individuals.

b. If a product is available in the market place on an individual basis at a comparable cost and benefit structure, it will not be offered by the District.

3. The Committee shall be composed of equal representatives from the Union, the District and each of the other recognized bargaining units within the District.

4. Any changes to the insurance program which are not subject to bargaining but must be approved by the Board, shall require at least a 30-day prior notice to the Committee.

5. The joint Fringe Benefits Committee may submit proposed changes in the insurance package to the Superintendent for analysis of both program input and cost, for future use in bargaining. The joint Fringe Benefits Committee shall have no power or authority to agree to any changes in insurance that would require negotiations.

6. The Committee shall continue to review and report recommendations to the CBLT which may lower the cost of employee paid family health insurance for the employees.

7. The Committee shall continue to analyze data on use of the Sick Leave Bank and make recommendations to the CBLT to enhance the long term viability of the Bank

B. Health Insurance

1. The Board agrees to provide, a health insurance program with various health plan options through the Orange County Public Schools Employee Benefits Trust. A plan will be provided at no premium cost to full-time benefited employees, if the annual employee premium insurance increase is 10 percent or less. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. One plan will be equal to or better than the current health insurance plan. Annual individual premium cost increases exceeding 10 percent over the prior year may require plan changes to maintain a no cost (to the employee) health plan option.

For the 2015-16 plan year, the District agrees to absorb all health insurance premium increases to employee and dependent coverage. For the plan year 2016-17, the District will absorb up to 8% of health insurance premium increases for employee and dependent coverages. If health insurance premiums for plan year 2016-2017 increase exceeds 8% (including any Affordable Care Act and/or State Mandated changes) the parties agree to come back to the table to negotiate plan provisions and premiums. Other health insurance plan options may be provided with some employee premium cost sharing.

2. The program shall include hospitalization, emergency services, general medical services, and prescription drugs, and may differentiate between in-network and out-of-network coverage as specified in the Plan Document and in Sections 3 and 4 below.

   a. The program shall include a plan with a contracted provider network a plan that provides in-network only coverage and a plan that provides both in- and out–of-network coverage. Such plan(s) are to be negotiated with the Union prior to implementation.

   b. Mental health and chemical dependency benefits may be offered through a contracted provider network, subject to provisions spelled out in the Plan Document.

   c. In situations of severe personal injury or life-threatening illness, a major case management review may be required after a review by a medical panel as set forth in Section 18 below.

   d. Compliance with pre-certification and utilization review programs shall be required.

3. Employees in the Health Reimbursement Account (Plan B) product shall be able to choose from in-network and out-of-network doctors, hospitals and pharmacies. In addition, an in-network only option shall be available. The deductible in the Health Reimbursement Account plan (Plan B) will be ~~$1,500 individual/$3,000~~ $2,000 individual/$4,000 family in-network ~~family in-network~~ and $3,000 individual/$6,000 family out-of-network for medical.

   In-network deductibles and out-of-pocket medical maximums shall accumulate together and out-of-network deductibles and out-of-pocket maximums shall accumulate separately. Deductibles paid for services rendered during the last three months of a ~~calendar~~ plan year (July, August, September) shall apply toward the next ~~calendar~~ plan year in the Local Plus OAP, In-Network ~~Basic Plan~~ (Plan A). Deductibles and Maximum out of pocket are on a plan year basis for the Health Reimbursement Account (Plan B). In-Network deductibles apply towards the medical maximum out of pocket in compliance with the Affordable Care Act.

4. In the Health Reimbursement Account (Plan B) product the in-network co-insurance shall be ~~90~~ 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.

   In the Local Plus, OAP In-Network ~~Basic Plan~~ (Plan A)~~ and the network Premium Plan, (Plan C)~~, contracted provider network shall require a $20 co-payment for each in-network Primary Care Physician visit. In the OAPIN (Plan C), contracted provider network shall require a $25 co-payment for each in-network Primary Care Physician visit. In the Health Reimbursement Account (Plan B) the contracted provider network shall require a ~~$25~~$30 co-payment for each in-network Primary Care Physician visit.

5. The employee shall be responsible for payment of all specified deductibles, co-insurance and ~~co-payments~~ copayments and premium costs as specified in the Plan Document.

6. Beginning with plan year ~~2014-2015~~ 2017-2018 the Health Reimbursement Account (Plan B) and the ~~Network Premium Plans~~ OAPIN (Plan C) shall provide a prescription plan with a $7 charge for generic drugs for a 30-day supply; a ~~$30~~ $40 charge for formulary drugs for a 30-day supply and a $75 charge for drugs more than $1,500 for a 30-day supply at participating network pharmacies. (Certain non-formulary drugs may be provided at a participating network pharmacy for a $60 charge for a 30-day supply when medical necessity has been verified with a Prior Authorization~~/Med-Watch~~ form filed with the Pharmacy Benefit Management Company.)

   The Local Plus OAP In-Network ~~Basic Plan~~ (Plan A) product shall provide a prescription plan with a $7 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum ~~$30~~ $40 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum $75 co-pay for medications more than $1,500 for a 30 day supply at participating network pharmacies. (Certain non-formulary drugs may be provided at a participating network pharmacy for 50% coinsurance/minimum $60 co-pay charge when medical necessity has been verified with a Prior Authorization~~/Med-Watch~~ form filed with the Pharmacy Benefit Management Company.)

7. In the Health Reimbursement Account (Plan B) product, hospice treatment in-network co-insurance shall be ~~90~~ 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.

8. Second opinions are covered as outlined in the plan.

9. The effective date of health plan insurance for a newly hired employee shall be the first day of the month following 59 days from the date of hire.

10. Health plan insurance coverage shall terminate at the end of the month in which employment terminated or during any unpaid leave of absence when

premium payments have not been made, except that coverage shall continue through August 31 if a 10-month employee resigns or retires at the end of the previous school year.

11. An employee may apply the Board's contribution toward ~~employee-paid family~~ employee only, employee + child(ren), employee + spouse/domestic partner and employee + family coverage of health plan insurance available through twice monthly payroll deduction.

12. If an employee and his/her spouse are both employees of the Board, the Board agrees to combine their health plan insurance contributions and apply the same toward family coverage.

13. Preferred provider organization coverage for medically necessary home health care shall be as provided in the Plan Document.

14. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.

15. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, seven business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and shall be subject to a $500 penalty if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.

16. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, five business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and could result in a reduction in covered benefits if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.

17. In cases involving life-threatening illnesses where a recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a case management review may be requested by the affected employee.

    a. Such requests shall be referred to a medical review panel to review the recommended alternative experimental or investigative treatment or procedure. The five members of the panel shall be a representative from the Union, a representative from the Board and three medical representatives agreed to by the parties. The Union and the Board representatives shall have no voting power. These five panel members shall mutually agree on other panel members from medical specialties who might be needed to resolve each special case.

b. An experimental or investigative treatment or procedure may be recommended by the panel if all of the following criteria are met:

(1) The illness is life-threatening

(2) The experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as, but not limited to, the National Institute of Health, the American Medical Association, or the Food and Drug Administration.

(3) The experimental or investigative treatment or procedure is conducted by a Joint Commission accredited hospital and a licensed board-certified specialist.

c. The panel shall make a case management recommendation to the Trustees of the Benefits Trust for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees will take final action in an expeditious manner.

C. Beginning plan year ~~2015-2016~~ 2017-2018 in all three health plans there will be an annual ~~$500 individuals/$1,000 family~~ $1,000 individuals/$2,000 family maximum out-of-pocket for in-network pharmacy and an annual $500 individual/$1,000 family maximum out-of-pocket for in-network mental health. In addition, there will be a hearing aid benefit of $3,000 per hearing aid per ear every three (3) years.

D. TeleMedicine Benefits

Effective October 1, 2016, and as a pilot program, CIGNA will introduce a new program called CIGNA MDLive. This program provides physician consultations for certain illnesses either by phone or by online video, thereby providing 24/7 access for plan members. The co-pay for this service is $10 per consultation. Important benefits of this pilot program include the following.

- It is provided by CIGNA
- Plan members can contact a provider either by phone or online video chat.
- Providers are available 24 hours a day, 7 days a week, 365 days a year.
- The co-ay for the online consultation is $10 per consultation versus the regular office visit co-pay under certain plans.
- The provider can prescribe prescription drugs, if needed. (Prescription co-pay will apply.)

The program provides treatment for minor non-emergency conditions. (See Glossary for a list of some of the non-emergency conditions covered by this program.)

The pilot of this program will require:

- No change in medical plans for the employee, employee-spouse or employee family
- No change in primary care doctor
- No change in premium cost for Plans A, B or C

Plan adjustments required to implement this pilot are:

- Move Network Premium Plan (Plan C) to the OAPIN platform and remove requirement for Referrals to Specialists
- The cost to the Plan (not to the employee) will be $.30 PEPM or approximately $79,200 per year
- The estimated savings to the plan with 1% utilization will be $172,380 for a net savings of $93,180 to the plan. ($172,380 plan savings - $79,200 plan cost = $93,180 net plan savings).

E. Alternatives to Health Insurance

1. The Board agrees to provide, at no cost to employees, alternatives to health insurance. Employees who select an alternative to health insurance as set forth in Section B of this article shall have the option ~~of choosing~~ to enroll in a disability program providing an eligible benefit (based on the employee's annual salary not to exceed $1,500 per month and with a 14-day elimination (waiting) period and vision insurance. ~~either of the following:~~

   a. ~~A $225 per day in-hospital indemnification plan, an additional $10,000 term life insurance policy, and the prescription plan outlined in Section B. 6. above, or~~

   ~~b~~a. ~~A disability program providing an eligible benefit (based on the employee's annual salary not to exceed $1,500 per month and with a 14-day elimination (waiting) period and vision insurance.~~

2. Eligibility for an alternative shall require that the employee has group health insurance from another source.

3. An employee may re-enroll in the health insurance program subject to the normal waiting period for new employees. The waiting period may be waived if unusual circumstances arise resulting in the employee having no group health insurance coverage.

F. Life Insurance

1. The Board agrees to provide each employee regardless of age, with a term life insurance policy equal to the annual wage of each employee or seven thousand five hundred dollars ($7,500), whichever is greater, including

accidental death and dismemberment coverage. Cost of this insurance shall be paid by the Board.

2. In the event a beneficiary has not been designated by the employee, the Board shall pay the benefits under the policy equally to members of the first of the following surviving classes: spouse, children, parents, siblings, executor or administrator.

G. The Board shall provide for the purchase of additional benefits through the provisions of IRS Section 125. If significant changes are made in these plans offered by the District, employees shall be given an opportunity to change enrollment in benefit programs in accordance with Federal regulations. Programs offered may include, but shall not be limited to, dependent medical, life, dental and vision insurance plans and flexible spending accounts.

H. Employees shall be covered by Workers' compensation insurance as provided by Florida Statutes except as excluded under Union Leave. To be eligible for Workers' compensation an employee must be injured while carrying out his/her duties as an employee of the School Board.

1. An employee shall be granted injury-in-the-line of duty leave with pay when his/her absence results from a personal injury received in the discharge of duty. Said leave shall be limited to ten duty days or as governed by Florida Statutes and shall not be chargeable to accrued sick leave.

2. If additional leave is needed and not granted under the provisions of Florida Statutes, the employee may elect to take accrued sick leave or to be paid under Workers' compensation. The employee may use his/her accumulated sick leave to maintain his/her current daily wage in combination with Workers' compensation benefits. In this case, the remaining sick leave balance shall be prorated.

3. Light Duty

   a. An employee may be offered light duty status on a temporary basis based upon a doctor's recommendation. Such employees shall experience no loss in their rate of pay, or benefits, while on light duty.

   b. Employees who have been determined medically to be unable to return to their regular position shall be assisted in identifying and applying for positions for which they are qualified. The employee shall be given first consideration for these positions for which they qualify and apply.

4. An employee shall be granted illness-in-the-line of duty leave with pay when his/her absence results from an illness contracted as a direct result of his/her employment, if it can be proven that the illness was not contracted from another source. Said leave shall be limited to ten duty days or as governed by Florida Statues and shall not be chargeable to accrued sick leave. If additional leave

is needed and not granted under the provisions of Florida Statutes, the employee may elect to take accrued sick leave.

I. Employees shall be covered by Unemployment Compensation insurance as provided by Florida Statutes.

J. The Board agrees to provide employees with the use of payroll deduction for obtaining disability insurance, flexible spending accounts, universal life insurance, and additional term life insurance and any other insurance products mutually agreed to by the parties. However, the total cost of the premiums shall be borne by the employee. The following additional life insurance coverage shall be available:

1. Universal life insurance shall be available for the employee and/or spouse from a minimum amount of $10,000 up to the maximum provided in the policy, in $10,000 increments.

2. Additional term life insurance coverage shall be available: up to a maximum of $10,000 for the employee's spouse and up to a maximum of $5,000 for each child depending on the employee's salary.

K. The Board shall provide free payroll deduction for up to two tax sheltered investments (under the provisions of Section 403 (b) of the IRS Code), The Central Florida Educators Federal Credit Union accounts, U.S. Savings Bond Program, and the IRS Section 125 Program. 403 (b) deductions shall be transmitted to the appropriate agency twice monthly for each of twenty (20) installments.

L. Paid Holidays and Additional Paid Days Off

1. Paid Holidays for 12-month employees shall be as follows:

10-MONTH EMPLOYEES	**12-MONTH EMPLOYEES**
6 Paid Holidays	**6 Paid Holidays**
1) Labor Day	1) Independence Day
2) Thanksgiving	2) Labor Day
3) Day After Thanksgiving	3) Thanksgiving Day
4) December 24	4) Day After Thanksgiving
5) December 25	5) December 24
6) Martin Luther King Jr.'s Birthday (celebrated)	6) December 25
	Additional Paid Days Off
	7) New Year's Day
	8) Martin Luther King Jr.'s Birthday (celebrated)

9) Memorial Day

10) Employee's Birthday **

*** The employee birthday is to be taken on the employee's birthday or on a date mutually agreed upon by the employee and his/her supervisor.*

Note: If a holiday or a paid day off occurs on a Saturday, employees will celebrate the holiday on the Friday immediately before the Saturday holiday. If a holiday or a paid day off occurs on a Sunday, employees will celebrate the holiday on the Monday immediately following the Sunday holiday. If a two-day holiday or paid day off occurs on a Saturday and a Sunday, the employee will celebrate the holidays on both the Friday, immediately before and the Monday immediately following the Saturday/Sunday holidays.

Employees working on additional paid days off will receive pay for all hours worked in accordance with Article XIII.C.1

2. For employees whose jobs regularly involve scheduled work on July 4, December 24, December 25 and/or January 1, the provisions of Article XIII.C. shall apply to these specific dates, rather than those set forth in Section 1 above. Employees who are called back to work, in accordance with Article XIII.D., on these dates and/or the dates listed in Section 1. above shall be paid double time.

M. Terminal Pay

1. Per F.S.1012.61(2) 4, upon retirement an employee shall receive terminal pay equal to his/her daily rate of pay multiplied by the number of days of accumulated sick leave, according to the following formula:

Years of Service in the District	Percentage Factor
0-3	35
3.01 – 6	40
6.01 – 9	45
9.01 – 12	50
12.01 – and over	100

a. Employees may use cumulative years of service for calculation of terminal pay if, when rehired by the District they remain employed immediately preceding retirement, for at least five years.

b. Consecutive years of service will be used for calculation of terminal pay in all other situations.

2. Employees will (a) notify Employment Services in writing on or before April 1 of the fiscal year in which s/he is retiring and (b) work at least 45 duty days during that fiscal year. The Superintendent may waive the above requirements in unusual circumstances. The Superintendent may waive the above timelines in mitigating circumstances.

3. An employee who retires under the disability provisions of the Florida Retirement System or Teacher Retirement System shall be eligible for terminal pay as specified in this Contract.

4. The Board agrees to provide terminal pay to the employee's designated beneficiary or to the estate of the employee if no beneficiary has been designated, if active service is terminated by death. Active service shall include an employee on Board-approved leave.

5. Terminal pay shall be made available within 30 duty days of the date of retirement, or on a mutually agreed upon date.

6. An employee who is laid off shall be compensated for his/her accumulated sick leave according to the formula in Section 1. above, if requested by the employee.

N. Expense Allowances - Employees who are authorized and required to use their personal automobiles in the performance of their official duties shall be reimbursed at the maximum rate permitted by Florida Statutes, exclusive of mileage to and from their residence. The employee shall be reimbursed for tolls, provided a receipt was obtained and the toll road represented the most feasible route.

O. Subject to available funds, an employee may take vocational, technical and adult education courses offered by the Board without charge for tuition if said courses are job-related and held outside the regular workday. Fees for materials and supplies shall not be waived.

P. A record of in-service activities completed by employees shall be maintained by the Board. These activities shall be provided at no cost to the employee.

Q. The District is committed to providing continuing education for its employees. If an employee is not scheduled to receive a minimum of two days of work related training, then upon request, the employee shall be granted the equivalent of two duty days to attend training. Such training must be work related and discussed with the supervisor. The work location supervisor shall determine the appropriate course and day with input from the employee.

R. All employees with proof of employment and picture identification or an OCPS picture identification may attend all school activities in which pupils participate, free of charge unless otherwise prohibited by a regulatory agency.

S. Employees shall be eligible for participation in the Orange County Public Schools Employees Sick Leave Bank, which rules and procedures shall be as set forth in Appendix C.

T. Recognizing that chemical dependency, mental and/or health problems and other problems of a personal nature may contribute to misconduct and/or a decline in job performance, the parties shall continue cooperative efforts in providing an Employee Assistance Program. The Board shall continue to provide basic funds for the continuing operation of the program.

Article XVII
Leaves of Absence

A. General Provisions

1. Leave may be granted upon request of an employee for a particular purpose or cause which shall be set forth on a form provided by the Board. If at any time the reasons given for requesting leave have changed, the employee shall be required to promptly notify the Board and the employee shall either be directed to return to duty or continue on leave.

2. Leave shall be reported in quarter hour increments.

3. Requests for short term leave shall be entered through Employee Self-Service.

   This does not apply to position titles within work location 6221 at Transportation Services. These position titles include: Bus Operator, Bus Operator, Sub Relief Drivers, Bus Monitor, CDL Examiner, and Driver Trainer. Position titles added to work location 6221 will also be excluded.

   Position titles within work location 6221 must complete a certificate of absence and file it with the employee’s supervisor after the employee returns to duty.

4. A certificate of absence must be completed by the employee and filed with the employee's supervisor for long term leave after the employee returns to duty.

5. An employee may be required to provide a physician's statement or other verification as to his/her absence due to illness in any situation in which it is believed that no valid grounds may have existed for the employee's absence. Before requiring such verification, the supervisor shall have notified the employee that his/her continued absence and/or any future absence(s) will require verification. Such verification shall be made within six duty days.

6. If an employee is absent from duty without authorized leave, s/he shall forfeit compensation for the time of such absence, and may be subject to disciplinary action.

7. If an employee on leave fails to return to duty upon expiration of the leave, s/he may be subject to disciplinary action.

8. Extension of Leave

   a. A less than 12-month employee who desires an extension of leave for a part or all of the following school year must submit a request to the Superintendent in writing by April 1 of the school year for which leave was granted. In the event leave was granted after April 1, written request for an extension of the leave shall be made as soon as feasible, but in no event later than three weeks prior to the employee's first scheduled duty day in the new school year.

   b. A 12-month employee who desires an extension of leave for part or all of the following school year must submit a request to the Superintendent in writing at least one month prior to the termination of the leave.

   c. The District shall notify each employee on leave of this provision, by certified mail, to his/her last known address by March 15. The employee shall be required to indicate his/her intent to return, request an extension, or resign. If the employee fails to respond, s/he shall be considered to have resigned effective upon the expiration of the leave.

9. Employees who are on Board-approved long-term leave of absence shall not be allowed to be employed elsewhere unless written approval is granted by the Superintendent. Acceptance of other employment shall cancel the leave and may subject the employee to disciplinary action.

10. All long-term leaves of absence, unless specifically stipulated otherwise, shall terminate on June 30 of the fiscal year in which the leave was granted.

11. Employees whose regular work day is more or less than eight hours per day shall earn leave on a pro rata basis.

12. For employees returning from long-term medical leave, the Board may require a doctor's statement verifying that the employee is able to return to his/her normal duties.

B. Medical Leaves

1. Each employee shall be entitled to four days of sick leave to be credited at the end of the first month of each employment year, and thereafter shall be credited with one additional day of sick leave at the end of each month of employment. However, no employee may earn, during a fiscal year, more than a total of one

day of sick leave for each month of employment. Sick leave shall be cumulative from year to year.

2. Sick leave may be used for personal illness of the employee or for the illness or death of a member of his/her immediate family.

3. An employee shall be entitled to use sick leave for a medically certified period of temporary disability due to pregnancy.

4. An employee who requires sick leave of more than ten consecutive days shall be allowed to take a long-term leave of absence through the time s/he has exhausted all accrued sick leave. At that time s/he may request a long-term sick leave without pay.

5. Employees shall earn sick leave on a pro rata basis for working during the summer months in bargaining unit positions.

6. Pursuant to Florida Statutes, employees may donate sick leave to family members.

C. Civic Leave

1. Any employee subpoenaed to serve on jury duty on days scheduled for duty shall be granted leave with pay. All pay and/or fees received for serving on jury duty may be retained by the employee.

2. Any employee who is subpoenaed or summoned to testify on days scheduled for duty in matters concerning his/her employment shall be granted leave with pay for such time provided a copy of the subpoena or summons is attached to the leave request prior to taking the leave. Employees who are litigants against the Board shall be entitled to such leave, but it shall be without pay.

3. Any employee who is subpoenaed or summoned to testify on days scheduled for duty in a non-work-related matter, may be granted leave with pay, depending on the particular circumstances involved. Such requests shall be submitted to the Superintendent for review. The employee shall provide adequate documentation supporting the request.

4. Political Leave - A personal leave of absence without pay for up to 12 weeks shall be granted to an employee for the purpose of campaigning for a public office, for which s/he has officially qualified.

D. Temporary Duty Elsewhere Leave

1. Upon prior approval by the Superintendent, leave with pay may be granted for employees to be temporarily away from their regular duties for the purpose of providing other educational services, participating in surveys, meetings, study

courses and workshops; chaperoning student groups, or participating in other activities at the discretion of the Superintendent.

2. It is the intent of this provision that such leave be granted only for activities which the Board determines will serve to benefit the Orange County Public School System.

E. Personal Leave

1. Personal Leave with Pay

a. Each year employees may be granted up to six days of their accrued sick leave as personal leave to be used for matters which cannot be scheduled outside of their regular duty day. Personal leave shall be charged to accrued sick leave and shall not be accumulated from one year to the next.

b. Employees without accrued sick leave shall not be entitled to such leave.

c. Except in cases of emergency or extenuating circumstances, personal leave is to be requested at least one week in advance.

d. The employee shall not be required to divulge the reason for taking personal leave with pay, subject to subsection f. below.

e. Employees who work less than 12 months shall not be entitled to take personal leave with pay during the first or last five duty days of their regular work year or one duty day before or after a student holiday.

f. In cases of emergency or extenuating circumstances, to attend the graduation of a spouse, child, parent, sibling or self, to work at a voting precinct, or for the observance of a religious holiday, the restricted days as set forth above may be waived by the employee's supervisor. It is understood that in these cases the reason for the request may be required.

g. Personal leave shall not be used for purposes of vacation.

2. Personal Leave without Pay

a. Under special circumstances a supervisor may approve a short-term or long term personal leave without pay for an employee who has exhausted all available non-medical leave with pay.

b. An employee may take long-term personal leave without pay to complete senior internship requirements which will allow the employee to be eligible for Florida teacher certification upon the completion of an identified program.

F. Annual Leave

1. Twelve-month employees shall earn annual leave as follows:

   a. Employees shall receive credit for five days on their first anniversary date.

   b. Additional leave dates shall be applied as follows:

Years of Service	Annual Leave Days
1 to 5 (12 mos. through 60 mos.)	10
5 to 10 (61 mos. through 120 mos.)	15
10 to 25 (121 mos. through 300 mos.)	20
Over 25 (over 300 mos.)	25

   c. An employee's anniversary of his/her date of hire shall be used as a basis for determining years of service.

2. Annual leave shall be credited at the close of each month. Any credited leave beyond thirty (30) days will be removed at the end of each calendar year (December 31). Each employee shall be encouraged to use accrued leave on an annual basis.

3. Annual leave may not be used until earned, unless approved in advance by the Superintendent.

4. Annual leave may be used at any time, subject to the written request of the employee and the approval of the employee's supervisor, and such requests shall not be unreasonably denied.

5. An employee who leaves his employment for any reason shall receive payment for all of the annual leave accrued through his/her last duty day up to a maximum of thirty (30) days.

6. Employees who are rehired after a break in service, shall receive credit on the schedule in 1.b. above for all years worked in benefited, related positions.

   Effective July 1, 2016, former employees who are rehired in either the same position title or the same pay grade shall not earn wages less than what they are earning on the last day of their most recent termination of employment with OCPS.

G. Military Leave

1. Short Term

a. An employee who is a member of the Florida National Guard shall be entitled to leave of absence with pay for all days during which s/he shall be engaged in active state duty, field exercises, or other training ordered under the provisions of the law, provided the leave of absence shall not be in excess of 17 duty days at any one time.

b. An employee who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the National Guard, shall be entitled to leave of absence with pay on all days during which s/he shall be engaged in field or coast defense exercises 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 such leaves of absence shall not exceed 17 duty days in any one annual period.

c. Leave with pay shall be granted for one day, for the purpose of a physical examination required for induction into the military service.

d. Military leave shall not affect an employee's annual leave time for those positions earning annual leave.

e. The employee shall be required to attach copies of all orders to any request for leave.

f. The employee shall make reasonable efforts to have his/her periods of training scheduled during a time when it will cause a minimum interruption in the department or school. No employee shall be disciplined or receive a negative evaluation solely as a result of having taken military leave.

2. Long Term

Extended military leave shall be granted to an employee who is required to serve military obligations in the Armed Forces of the United States.

Employees called to active duty shall receive full pay for the first 30 days.

Employees may elect to use annual leave if applicable after the initial 30 days.

An employee granted long-term military leave shall be re-employed provided that:

1. The tour of duty is completed.

2. An application for reemployment is filed within six months following the date of discharge or release from active military duty.

3. Original eligibility for employment has been maintained.

4. Re-assignment within a reasonable time, not to exceed six months, is afforded the School Board, except as provided by law.

Military leave shall not be granted to an employee who volunteers to serve when such service is not required.

Article XVIII
Duration

The provisions of this Contract shall be effective from the date of ratification by both parties and shall continue and remain in full force and effect except as modified in accordance with the provisions of this Contract through and including June 30, ~~2017~~ 2020.

Collaborative Bargaining Leadership Team members for the 2012-2013 Contract:

Yolanda Anderson
Lindsay L. Bowlin
~~Brian Burns~~ Julio Vazquez
~~Doreen F. Concolino~~Judith Padres
~~Ramon Cruz~~ Reynaldo Martinez
Michele Erickson
Jennifer B. Fowler
~~Mary Goodrich~~
~~Theresa Harter-Miles~~ Elizabeth Silva
Stephanie P. Heron
~~Scott D. Howat~~Ronald C. Pilgrim
Jerre (Steve) Huckeba
Almeda Jefferson
~~Rivers S. Lewis~~ Michael Ganio
~~Damary Mercado~~ Glarsnell Jean-Charles
Florina Mitchell
Melissa Pfeiffer-Hermann
~~Ronald Pollard~~
Kenrick A. Pratt
Krista A. Russell
~~Mark Shanoff~~ Stephanie Jackson
~~James M. Surguine~~ K. Michael Winter
Helen Tookes-Tyree
Julio Vazquez
~~Reginald Vinson~~ Willson Mendez
Patricia R. Walker-
~~Michael L. Wilkerson~~ Warren Davis
Norwood A. Wilkerson
Shandel Williamson
Tony Smyrock
Tonya Daley

Signature Page

APPENDIX A-1
CLASSIFIED JOB TITLES AND CORRESPONDING PAY GRADES
WAGE SCHEDULE

Confidential (non-unit) positions are included for informational purposes only. Classified positions employed in confidential offices are not covered by this agreement. See Article I, C.2. Recognition for a complete list of these exemptions.

CLASSIFIED JOB TITLES IS DISPLAYED ALPHA BY JOB TITLE		
Job Title	**Job Family**	**Grade**
Accounting Specialist	Clerical	**14**
Administrative Secretary	Clerical	**11**
Administrative Specialist	Clerical	**12**
Air Conditioning Technician	Maintenance	**12**
Air Conditioning Technician, Master	Maintenance	**14**
Attendance/Records Clerk	Clerical	**5**
Automotive Refinisher I	Transportation	**9**
Automotive Refinisher II	Transportation	**11**
Automotive Refinisher, Master	Transportation	**13**
Braille & Tactile Materials Specialist I	Ed-Paraprofessional	**17**
Braille & Tactile Materials Specialist II	Ed-Paraprofessional	**18**
Budget Specialist	Clerical	**15**
Building Automation Technician, Master	Maintenance	**15**
Building Permit Technician	Maintenance	**15**
Building Services Technician I	Maintenance	**11**
Building Services Technician II	Maintenance	**13**
Bus Inspection Clerk	Clerical	**9**
Bus Monitor	Transportation	**5**
Bus Operator	Transportation	**9**
Bus Operator, Lead	Transportation	**12**
Bus Operator, Sub Relief	Transportation	**10**
Bus Route Dispatcher	Transportation	**11**
Bus Route Specialist	Transportation	**16**
Cabinet Maker	Maintenance	**12**
Cabinet Maker, Master	Maintenance	**14**
Carpenter	Maintenance	**10**
Carpenter, Master	Maintenance	**12**
CDL Examiner	Transportation	**11**
Certification Specialist	Clerical	**17**
Communications Technician	Maintenance	**10**
Communications Technician, Master (Maintenance)	Maintenance	**12**

Job Title	Job Family	Grade
Communications Technician, Master (Transportation)	Transportation	12
Control Center Operator	Uniformed Security	10
Control Center Operator, Lead	Uniformed Security	12
Coordinator, Mail Center	Clerical	14
Courier Driver	Maintenance	8
Custodial Crew Leader	Custodial	8
Custodial Crew Leader, Master	Custodial	10
Custodial Technician	Custodial	13
Custodian	Custodial	3
Custodian Resident	Custodial	5
Customer Relations Tech	Clerical	7
Customer Service Technician	Clerical	9
Data Specialist, Sr., State Reporting	Clerical	18
Data Specialist, State Reporting	Clerical	12
Database Coordinator	Technology	14
Delivery Operator	Maintenance	9
Delivery Operator, Lead	Maintenance	12
District Records Management Specialist	Clerical	17
Draftsperson	Maintenance	13
Draftsperson, Master	Maintenance	17
Driver Trainer	Transportation	11
Ed-Paraprofessional Basic Certified	Ed-Paraprofessional	3
Ed-Paraprofessional Bilingual, Arabic, Certified	Ed-Paraprofessional	5
Ed-Paraprofessional Bilingual, Chinese, Certified	Ed-Paraprofessional	5
Ed-Paraprofessional Bilingual, Creole, Certified	Ed-Paraprofessional	5
Ed-Paraprofessional Bilingual, French, Certified	Ed-Paraprofessional	5
Ed-Paraprofessional Bilingual, German, Certified	Ed-Paraprofessional	5
Ed-Paraprofessional Bilingual, Haitian-Creole, Certified	Ed-Paraprofessional	5
Ed-Paraprofessional Bilingual, Portuguese, Certified	Ed-Paraprofessional	5
Ed-Paraprofessional Bilingual, Russian, Certified	Ed-Paraprofessional	5
Ed-Paraprofessional Bilingual, Spanish, Certified	Ed-Paraprofessional	5
Ed-Paraprofessional Bilingual, Urdu, Certified	Ed-Paraprofessional	5
Ed-Paraprofessional Bilingual, Vietnamese, Certified	Ed-Paraprofessional	5
Ed-Paraprofessional Computer Lab, Certified	Ed-Paraprofessional	6
Ed-Paraprofessional Exceptional Ed, Certified	Ed-Paraprofessional	6
Ed-Paraprofessional Physical Ed-Certified	Ed-Paraprofessional	4
Ed-Paraprofessional Pre-K Certified	Ed-Paraprofessional	3
Ed-Paraprofessional Severely Handicapped, Certified	Ed-Paraprofessional	7
Ed-Paraprofessional Sign Language, Certified	Ed-Paraprofessional	7
Ed-Paraprofessional Title I Certified	Ed-Paraprofessional	3
Job Title	**Job Family**	**Grade**
Educational Captionist & Sign Language Interpreter Level 2	Ed-Paraprofessional	17
Educational Captionist & Sign Language Interpreter, Level 1	Ed-Paraprofessional	14
Educational Captionist & Sign Language Interpreter, Level 3	Ed-Paraprofessional	18

Electrician	Maintenance	**11**
Electrician, Master	Maintenance	**13**
Employment Coordinator	Clerical	**11**
Energy Control Scheduler	Maintenance	**13**
Environmental Technician	Maintenance	**16**
Environmental Technician, Senior	Maintenance	**18**
Events Coordinator (Community Service)	Clerical	**18**
Events Coordinator (Food Service)	Food Service	**18**
Executive Assistant	Clerical	**15**
Extended Day Clerk	Clerical	**3**
Facilities Controls Specialist	Clerical	**18**
Finance Specialist	Clerical	**12**
Finance/Payroll Clerk I	Clerical	**7**
Finance/Payroll Clerk II	Clerical	**9**
Finance/Payroll Clerk III	Clerical	**11**
Financial Aid Assistant	Clerical	**8**
Financial Aid Coordinator	Clerical	**13**
Fire Prevention Technician	Maintenance	**16**
Fixed Assets Specialist	Clerical	**11**
Fleet Parts/Inspection Coordinator (Transportation)	Transportation	**13**
Fleet Services Coordinator	Transportation	**17**
Fleet Technician I	Transportation	**11**
Fleet Technician II	Transportation	**13**
Fleet Technician III	Transportation	**16**
Fleet Technician IV	Transportation	**18**
Garage Assistant	Transportation	**6**
General Technical Support	Technology	**6**
Graphic Arts Coordinator	Technology	**18**
Grounds/Landscaper I	Maintenance	**5**
Grounds/Landscaper II	Maintenance	**7**
Grounds/Landscaper III, Crew Leader	Maintenance	**9**
Grounds/Landscaping Chemical Tech	Maintenance	**12**
Heating/Boiler Technician	Maintenance	**12**
Heating/Boiler Technician, Master	Maintenance	**14**
Heavy Equipment Operator	Maintenance	**13**
Help Desk Support Representative	Technology	**16**
Help Desk Support Representative, Senior	Technology	**18**
Job Title	**Job Family**	**Grade**
Insurance Benefits Systems Specialist	Clerical	**16**
Insurance/Benefits Clerk	Clerical	**10**
Irrigation Tech	Maintenance	**10**
Irrigation Tech, Master	Maintenance	**12**
Kitchen Services Technician I	Food Service	**11**
Kitchen Services Technician II	Food Service	**13**
Locksmith	Maintenance	**11**
Logistics Technician (Maintenance)	Maintenance	**15**
Logistics Technician (Transportation)	Transportation	**15**

Mason	Maintenance	**10**
Mason, Master	Maintenance	**12**
Materials Expeditor	Maintenance	**10**
Media Clerk I	Clerical	**4**
Media Clerk II	Clerical	**5**
Microcomputer Repair Technician	Technology	**14**
Microcomputer Repair Technician, Lead	Technology	**16**
Network Operator	Technology	**18**
Nurse, LPN *(Note: RN's are on Instructional pay schedule)*	Ed-Paraprofessional	**12**
Operations & Maintenance Planner	Maintenance	**16**
Operations & Maintenance Safety Technician	Maintenance	**16**
Operations & Maintenance Scheduler	Maintenance	**15**
P/O Therapy Assistant	Ed-Paraprofessional	**12**
Painter	Maintenance	**10**
Painter, Master	Maintenance	**12**
Paralegal	Clerical	**18**
Parts Inventory Specialist I (Technology)	Technology	**6**
Parts Inventory Specialist I (Transportation)	Transportation	**6**
Parts Inventory Specialist II	Transportation	**9**
Parts Inventory Specialist III	Transportation	**11**
Payroll Practitioner I	Clerical	**11**
Payroll Practitioner II	Clerical	**13**
Payroll Practitioner III	Clerical	**15**
Permanent Substitute, 2 yr Degree	Ed-Paraprofessional	**8**
Permanent Substitute, 4 yr Degree	Ed-Paraprofessional	**11**
Personnel Specialist	Clerical	**16**
Personnel/Benefits Clerk	Clerical	**9**
Pest Control Operator	Maintenance	**9**
Pest Control Operator, Master	Maintenance	**11**
Plumber	Maintenance	**10**
Plumber, Master	Maintenance	**12**
Job Title	**Job Family**	**Grade**
Printing Production Assistant	Clerical	**8**
Procurement Clerk	Clerical	**10**
Program Assistant, Basic, Certified	Ed-Paraprofessional	**13**
Program Assistant, Bilingual, Haitian/Creole, Certified (PALMAS)	Ed-Paraprofessional	**13**
Program Assistant, Bilingual, Spanish, Certified (PALMAS)	Ed-Paraprofessional	**13**
Program Assistant, CTE, Certified	Ed-Paraprofessional	**13**
Program Assistant, District ESE Specialist, Certified	Ed-Paraprofessional	**13**
Program Assistant, ESE Post HS Employment Spec. Certified	Ed-Paraprofessional	**13**
Program Assistant, ESE, Certified	Ed-Paraprofessional	**13**
Program Assistant, Job Coach, Certified	Ed-Paraprofessional	**13**
Program Assistant, Parenting, Certified	Ed-Paraprofessional	**13**
Program Assistant, STEM, Certified (TIF Grant)	Ed-Paraprofessional	**13**
Program Coordinator	Clerical	**13**
Program Coordinator, CTE	Clerical	**13**

Program Coordinator, Parent and Engagement Liaison	Clerical	**13**
Program Coordinator, Extended Day	Clerical	**13**
Program Monitor, Certified	Ed-Paraprofessional	**10**
Property Auditor	Clerical	**11**
~~Pupil Assignment Support Clerk~~	~~Clerical~~	~~**9**~~
Purchasing Clerk	Clerical	**5**
Quality Assurance Technician	Food Service	**16**
Recycling/Parking Attendant	Maintenance	**3**
Refrigeration Technician, Master	Maintenance	**14**
Registrar	Clerical	**7**
Registrar, CTE	Clerical	**7**
Roofer	Maintenance	**10**
Roofer, Master	Maintenance	**12**
Routing & Operations Coordinator	Clerical	**13**
School Bookkeeper	Clerical	**9**
School Clerk	Clerical	**4**
School Food Service Assistant I	Food Service	**3**
School Food Service Assistant II	Food Service	**4**
School Food Service Assistant III	Food Service	**7**
School Food Service Assistant, Lead	Food Service	**13**
School Health Assistant	Ed-Paraprofessional	**5**
School Secretary	Clerical	**10**
School Secretary/Bookkeeper	Clerical	**11**
Secretary	Clerical	**8**
Section Leader	Clerical	**11**
Security Attendant	Uniformed Security	**3**

Job Title	Job Family	Grade
Security Systems Technician	Uniformed Security	**13**
Senior Budget Specialist	Clerical	**17**
Senior Employment Coordinator	Clerical	**13**
Senior Executive Assistant	Clerical	**17**
Senior Finance/Payroll Specialist	Clerical	**17**
Senior Payroll Practitioner	Clerical	**17**
Site=Based Payroll Coordinator	Clerical	**13**
Small Engine Mechanic	Maintenance	**13**
Student Enrollment Support Clerk	Clerical	**9**
Storekeeper/Warehouse Technician I	Maintenance	**6**
Storekeeper/Warehouse Technician II	Maintenance	**8**
Storekeeper/Warehouse Technician, Master	Maintenance	**10**
Support Services Clerk II	Clerical	**3**
Support Services Clerk III	Clerical	**6**
Support Services Clerk III, Bilingual, Spanish (PALMAS)	Clerical	**6**
Sustainability Specialist	Clerical	**16**
Technology Inventory Specialist	Technology	**11**
Technology Support Representative	Technology	**16**
Technology Support Representative, Senior	Technology	**18**
Telecommunications Support Technician	Technology	**11**
Telecommunications Technician	Technology	**11**
Telecommunications Technician, Master	Technology	**13**
Trades Technician I (Maintenance)	Maintenance	**16**
Trades Technician II (Maintenance)	Maintenance	**17**
Training Representative (Food Service)	Food Service	**17**
Training Representative (Transportation)	Transportation	**17**
Transportation Payroll Clerk	Clerical	**10**
Transportation Specialist	Clerical	**16**
Truck Driver Heavy	Maintenance	**10**
Truck Driver Heavy, Master	Maintenance	**13**
Uniformed Security Guard Shift Coordinator	Uniformed Security	**15**
Uniformed Security Officer	Uniformed Security	**12**
Upholsterer & Glazier	Transportation	**10**
User Services Scheduler	Technology	**15**
Video Producer/Director	Technology	**17**
Video Production Assistant	Technology	**9**
Video Production Technician	Technology	**16**
Volunteer Coordinator	Clerical	**~~15~~ 11**

Webmaster	Technology	**18**
Welder	Maintenance	**9**
Welder, Master	Maintenance	**12**
Wellness Program Coordinator	Clerical	**16**

APPENDIX A-2
CLASSIFIED JOB TITLES AND CORRESPONDING PAY GRADES
WAGE SCHEDULE

Confidential (non-unit) positions are included for informational purposes only. Classified positions employed in confidential offices are not covered by this agreement. See Article I, C.2. Recognition for a complete list of these exemptions.

THIS LIST OF CLASSIFIED JOB TITLES IS DISPLAYED ALPHA BY JOB FAMILY

Job Title	Job Family	Grade
Accounting Specialist	Clerical	**14**
Administrative Secretary	Clerical	**11**
Administrative Specialist	Clerical	**12**
Attendance/Records Clerk	Clerical	**5**
Budget Specialist	Clerical	**15**
Bus Inspection Clerk	Clerical	**9**
Certification Specialist	Clerical	**17**
Coordinator, Mail Center	Clerical	**14**
Customer Relations Clerk	Clerical	**7**
Customer Service Technician	Clerical	**9**
Data Specialist, Sr., State Reporting	Clerical	**18**
Data Specialist, State Reporting	Clerical	**12**
District Records Management Specialist	Clerical	**17**
Employment Coordinator	Clerical	**11**
Events Coordinator (Community Services)	Clerical	**18**
Executive Assistant	Clerical	**15**
Extended Day Clerk	Clerical	**3**
Facilities Controls Specialist	Clerical	**18**
Finance Specialist	Clerical	**12**
Finance/Payroll Clerk I	Clerical	**7**
Finance/Payroll Clerk II	Clerical	**9**
Finance/Payroll Clerk III	Clerical	**11**
Financial Aid Assistant	Clerical	**8**
Financial Aid Coordinator	Clerical	**13**
Fixed Assets Specialist	Clerical	**11**
Insurance Benefits Systems Specialist	Clerical	**16**
Insurance/Benefits Clerk	Clerical	**10**
Media Clerk I	Clerical	**4**

Media Clerk II	Clerical	**5**
Paralegal	Clerical	**18**
Payroll Practitioner I	Clerical	**11**
Job Title	**Job Family**	**Grade**
Payroll Practitioner II	Clerical	**13**
Payroll Practitioner III	Clerical	**15**
Personnel Specialist	Clerical	**16**
Personnel/Benefits Clerk	Clerical	**9**
Printing Production Assistant	Clerical	**8**
Procurement Clerk	Clerical	**10**
Program Coordinator	Clerical	**13**
Program Coordinator, CTE	Clerical	**13**
Program Coordinator, Extended Day	Clerical	**13**
Program Coordinator, Parent and Engagement Liaison	Clerical	**13**
Property Auditor	Clerical	**11**
~~Pupil Assignment Support Clerk~~	~~Clerical~~	~~**9**~~
Purchasing Clerk	Clerical	**5**
Registrar	Clerical	**7**
Registrar, CTE	Clerical	**7**
Routing & Operations Coordinator	Clerical	**13**
School Bookkeeper	Clerical	**9**
School Clerk	Clerical	**4**
School Secretary	Clerical	**10**
School Secretary/Bookkeeper	Clerical	**11**
Secretary	Clerical	**8**
Section Leader	Clerical	**11**
Senior Budget Specialist	Clerical	**17**
Senior Employment Coordinator	Clerical	**13**
Senior Executive Assistant	Clerical	**17**
Senior Finance/Payroll Specialist	Clerical	**17**
Senior Payroll Practitioner	Clerical	**17**
Site-Based Payroll Coordinator	Clerical	**13**
Site-Based Payroll Coordinator	Clerical	**13**
Student Enrollment Support Clerk	Clerical	**9**
Support Services Clerk II	Clerical	**3**
Support Services Clerk III	Clerical	**6**
Support Services Clerk III, Bilingual, Spanish (PALMAS)	Clerical	**6**
Sustainability Specialist	Clerical	**16**
Transportation Payroll Clerk	Clerical	**10**
Transportation Specialist	Clerical	**16**
Volunteer Coordinator	Clerical	~~**15**~~ **11**

Wellness Program Coordinator	Clerical	**16**
Custodial Crew Leader	Custodial	**8**
Custodial Crew Leader, Master	Custodial	**10**
Custodial Technician	Custodial	**13**
Custodian	Custodial	**3**
Job Title	**Job Family**	**Grade**
Custodian Resident	Custodial	**5**
Braille & Tactile Materials Specialist I	Ed-Paraprofessional	**17**
Braille & Tactile Materials Specialist II	Ed-Paraprofessional	**18**
Ed Paraprofessional Pre-K Certified	Ed-Paraprofessional	**3**
Ed Paraprofessional Sign Language, Certified	Ed-Paraprofessional	**7**
Ed-Paraprofessional Basic Certified	Ed-Paraprofessional	**3**
Ed-Paraprofessional Bilingual, Arabic, Certified	Ed-Paraprofessional	**5**
Ed-Paraprofessional Bilingual, Chinese, Certified	Ed-Paraprofessional	**5**
Ed-Paraprofessional Bilingual, Creole, Certified	Ed-Paraprofessional	**5**
Ed-Paraprofessional Bilingual, French, Certified	Ed-Paraprofessional	**5**
Ed-Paraprofessional Bilingual, German, Certified	Ed-Paraprofessional	**5**
Ed-Paraprofessional Bilingual, Haitian-Creole, Certified	Ed-Paraprofessional	**5**
Ed-Paraprofessional Bilingual, Portuguese, Certified	Ed-Paraprofessional	**5**
Ed-Paraprofessional Bilingual, Russian, Certified	Ed-Paraprofessional	**5**
Ed-Paraprofessional Bilingual, Spanish, Certified	Ed-Paraprofessional	**5**
Ed-Paraprofessional Bilingual, Urdu, Certified	Ed-Paraprofessional	**5**
Ed-Paraprofessional Bilingual, Vietnamese, Certified	Ed-Paraprofessional	**5**
Ed-Paraprofessional Computer Lab, Certified	Ed-Paraprofessional	**6**
Ed-Paraprofessional Exceptional Ed, Certified	Ed-Paraprofessional	**6**
Ed-Paraprofessional Physical Ed-Certified	Ed-Paraprofessional	**4**
Ed-Paraprofessional Severely Handicapped, Certified	Ed-Paraprofessional	**7**
Ed-Paraprofessional Title I Certified	Ed-Paraprofessional	**3**
Educational Captionist & Sign Language Interpreter Level 1	Ed-Paraprofessional	**14**
Educational Captionist & Sign Language Interpreter Level 2	Ed-Paraprofessional	**17**
Educational Captionist & Sign Language Interpreter Level 3	Ed-Paraprofessional	**18**
Educational Captionist & Sign Language Interpreter, Level 1	Ed-Paraprofessional	**14**
Nurse, LPN *(Note: RN's are on Instructional pay schedule)*	Ed-Paraprofessional	**12**
P/O Therapy Assistant	Ed-Paraprofessional	**12**
Permanent Substitute, 2 yr Degree	Ed-Paraprofessional	**8**
Permanent Substitute, 4 yr Degree	Ed-Paraprofessional	**11**
Program Assistant, Basic, Certified	Ed-Paraprofessional	**13**
Program Assistant, Bilingual, Haitian/Creole, Certified (PALMAS)	Ed-Paraprofessional	**13**
Program Assistant, Bilingual, Spanish, Certified (PALMAS)	Ed-Paraprofessional	**13**
Program Assistant, CTE, Certified	Ed-Paraprofessional	**13**
Program Assistant, District ESE Specialist, Certified	Ed-Paraprofessional	**13**

Program Assistant, ESE Post HS Employment Spec, Certified	Ed-Paraprofessional	**13**
Program Assistant, ESE, Certified	Ed-Paraprofessional	**13**
Program Assistant, Job Coach, Certified	Ed-Paraprofessional	**13**
Program Assistant, Parenting, Billingual, Creole, Certified	Ed-Paraprofessional	**13**
Program Assistant, Parenting, Bilingual, Portuguese, Certified	Ed-Paraprofessional	**13**
Program Assistant, Parenting, Bilingual, Spanish, Certified	Ed-Paraprofessional	**13**
Program Assistant, Parenting, Certified	Ed-Paraprofessional	**13**

Job Title	Job Family	Grade
Program Assistant, STEM, Certified (TIF Grant)	Ed-Paraprofessional	**13**
Program Monitor, Certified	Ed-Paraprofessional	**10**
School Health Assistant	Ed-Paraprofessional	**5**
Events Coordinator (Food Service)	Food Service	**18**
Kitchen Services Technician I	Food Service	**11**
Kitchen Services Technician II	Food Service	**13**
Quality Assurance Technician	Food Service	**16**
School Food Service Assistant I	Food Service	**3**
School Food Service Assistant II	Food Service	**4**
School Food Service Assistant III	Food Service	**7**
School Food Service Assistant, Lead	Food Service	**13**
Training Representative (Food Service)	Food Service	**17**
Training Representative (Food Service)	Food Service	**17**
Air Conditioning Technician	Maintenance	**12**
Air Conditioning Technician, Master	Maintenance	**14**
Building Automation Technician, Master	Maintenance	**15**
Building Permit Technician	Maintenance	**15**
Building Permit Technician	Maintenance	**15**
Building Services Technician I	Maintenance	**11**
Building Services Technician II	Maintenance	**13**
Cabinet Maker	Maintenance	**12**
Cabinet Maker, Master	Maintenance	**14**
Carpenter	Maintenance	**10**
Carpenter, Master	Maintenance	**12**
Communications Technician	Maintenance	**10**
Communications Technician, Master (Maintenance)	Maintenance	**12**
Courier Driver	Maintenance	**8**
Delivery Operator	Maintenance	**9**
Delivery Operator, Lead	Maintenance	**12**
Draftsperson	Maintenance	**13**
Draftsperson, Master	Maintenance	**17**
Electrician	Maintenance	**11**
Electrician, Master	Maintenance	**13**
Energy Control Scheduler	Maintenance	**13**
Environmental Technician	Maintenance	**16**
Environmental Technician, Senior	Maintenance	**18**
Fire Prevention Technician	Maintenance	**16**
Grounds/Landscaper I	Maintenance	**5**
Grounds/Landscaper II	Maintenance	**7**
Grounds/Landscaper III, Crew Leader	Maintenance	**9**

Job Title	Job Family	Grade
Grounds/Landscaping Chemical Tech	Maintenance	**12**
Heating/Boiler Technician	Maintenance	**12**
Heating/Boiler Technician, Master	Maintenance	**14**
Heavy Equipment Operator	Maintenance	**13**
Irrigation Tech	Maintenance	**10**
Irrigation Tech, Master	Maintenance	**12**
Locksmith	Maintenance	**11**
Logistics Technician (Maintenance)	Maintenance	**15**
Mason	Maintenance	**10**
Mason, Master	Maintenance	**12**
Materials Expeditor	Maintenance	**10**
Operations & Maintenance Planner	Maintenance	**16**
Operations & Maintenance Safety Technician	Maintenance	**16**
Operations & Maintenance Scheduler	Maintenance	**15**
Painter	Maintenance	**10**
Painter, Master	Maintenance	**12**
Pest Control Operator	Maintenance	**9**
Pest Control Operator, Master	Maintenance	**11**
Plumber	Maintenance	**10**
Plumber, Master	Maintenance	**12**
Recycling/Parking Attendant	Maintenance	**3**
Refrigeration Technician, Master	Maintenance	**14**
Roofer	Maintenance	**10**
Roofer, Master	Maintenance	**12**
Small Engine Mechanic	Maintenance	**13**
Storekeeper/Warehouse Technician I	Maintenance	**6**
Storekeeper/Warehouse Technician II	Maintenance	**8**
Storekeeper/Warehouse Technician, Master	Maintenance	**10**
Trades Technician I (Maintenance)	Maintenance	**16**
Trades Technician II (Maintenance)	Maintenance	**17**
Truck Driver Heavy	Maintenance	**10**
Truck Driver Heavy, Master	Maintenance	**13**
Welder	Maintenance	**9**
Welder, Master	Maintenance	**12**
Database Coordinator	Technology	**14**
General Technical Support	Technology	**6**
Graphic Arts Coordinator	Technology	**18**
Help Desk Support Representative	Technology	**16**
Help Desk Support Representative, Senior	Technology	**18**
Microcomputer Repair Technician	Technology	**14**

Job Title	Job Family	Grade
Microcomputer Repair Technician, Lead	Technology	**16**
Network Operator	Technology	**18**
Parts Inventory Specialist I (Technology)	Technology	**6**
Technology Inventory Specialist	Technology	**11**
Technology Support Representative	Technology	**16**
Technology Support Representative, Senior	Technology	**18**
Telecommunications Support Technician	Technology	**11**
Telecommunications Technician	Technology	**11**
Telecommunications Technician, Master	Technology	**13**
User Services Scheduler	Technology	**15**
Video Producer/Director	Technology	**17**
Video Production Assistant	Technology	**9**
Video Production Technician	Technology	**16**
Webmaster	Technology	**18**
Automotive Refinisher I	Transportation	**9**
Automotive Refinisher II	Transportation	**11**
Automotive Refinisher, Master	Transportation	**13**
Bus Monitor	Transportation	**5**
Bus Operator	Transportation	**9**
Bus Operator, Lead	Transportation	**12**
Bus Operator, Sub Relief	Transportation	**10**
Bus Rout Dispatcher	Transportation	**11**
Bus Route Dispatcher	Transportation	**11**
Bus Route Specialist	Transportation	**16**
CDL Examiner	Transportation	**11**
Communications Technician, Master (Transportation)	Transportation	**12**
Driver Trainer	Transportation	**11**
Fleet Parts/Inspection Coordinator (Transportation)	Transportation	**13**
Fleet Services Coordinator	Transportation	**17**
Fleet Technician I	Transportation	**11**
Fleet Technician II	Transportation	**13**
Fleet Technician III	Transportation	**16**
Fleet Technician IV	Transportation	**18**
Garage Assistant	Transportation	**6**
Logistics Technician (Transportation)	Transportation	**15**
Parts Inventory Specialist I (Transportation)	Transportation	**6**
Parts Inventory Specialist II	Transportation	**9**
Parts Inventory Specialist III	Transportation	**11**
Training Representative (Transportation)	Transportation	**17**
Upholsterer & Glazier	Transportation	**10**

Control Center Operator	Uniformed Security	**10**
Job Title	**Job Family**	**Grade**
Control Center Operator, Lead	Uniformed Security	**12**
Security Attendant	Uniformed Security	**3**
Security Systems Technician	Uniformed Security	**13**
Uniformed Security Guard Shift Coordinator	Uniformed Security	**15**
Uniformed Security Officer	Uniformed Security	**12**

~~APPENDIX A-3~~
~~PAY SCHEDULE~~
~~ORANGE COUNTY PUBLIC SCHOOLS~~
~~CLASSIFIED PAY SCHEDULE~~
~~** Effective July 1, 2015 **~~

~~Job Grade~~	~~Grade Range Minimum (Less than 1 full year of related exp)~~	~~Grade Range Minimum (1 full yr but less than 2 full yrs of related exp)~~	~~Grade Range Minimum (2 full yrs but less than 3 full yrs of related exp)~~	~~Grade Range Minimum (3 full yrs but less than 4 full yrs of related exp)~~	~~Grade Range Minimum (4 full yrs but less than 5 full yrs of related exp)~~	~~Grade Range Minimum (5 full yrs of related exp)*~~	~~Grade Range Maximum~~	~~*Range*~~
~~3~~	~~$9.00~~	~~$9.09~~	~~$9.18~~	~~$9.27~~	~~$9.36~~	~~$9.45~~	~~*$14.86*~~	~~*$5.86*~~
~~4~~	~~$9.40~~	~~$9.49~~	~~$9.59~~	~~$9.68~~	~~$9.78~~	~~$9.87~~	~~*$15.39*~~	~~*$5.99*~~
~~5~~	~~$9.98~~	~~$10.08~~	~~$10.18~~	~~$10.28~~	~~$10.38~~	~~$10.48~~	~~*$16.35*~~	~~*$6.37*~~
~~6~~	~~$10.49~~	~~$10.59~~	~~$10.70~~	~~$10.80~~	~~$10.91~~	~~$11.01~~	~~*$17.33*~~	~~*$6.84*~~
~~7~~	~~$11.06~~	~~$11.17~~	~~$11.28~~	~~$11.39~~	~~$11.50~~	~~$11.61~~	~~*$18.27*~~	~~*$7.21*~~
~~8~~	~~$11.60~~	~~$11.72~~	~~$11.83~~	~~$11.95~~	~~$12.06~~	~~$12.18~~	~~*$19.29*~~	~~*$7.69*~~
~~9~~	~~$12.20~~	~~$12.32~~	~~$12.44~~	~~$12.57~~	~~$12.69~~	~~$12.81~~	~~*$20.25*~~	~~*$8.05*~~
~~10~~	~~$12.94~~	~~$13.07~~	~~$13.20~~	~~$13.33~~	~~$13.46~~	~~$13.59~~	~~*$21.34*~~	~~*$8.40*~~
~~11~~	~~$13.54~~	~~$13.68~~	~~$13.81~~	~~$13.95~~	~~$14.08~~	~~$14.22~~	~~*$22.32*~~	~~*$8.78*~~
~~12~~	~~$14.14~~	~~$14.28~~	~~$14.42~~	~~$14.56~~	~~$14.71~~	~~$14.85~~	~~*$23.30*~~	~~*$9.16*~~
~~13~~	~~$14.73~~	~~$14.88~~	~~$15.02~~	~~$15.17~~	~~$15.32~~	~~$15.47~~	~~*$24.28*~~	~~*$9.55*~~
~~14~~	~~$15.17~~	~~$15.32~~	~~$15.47~~	~~$15.63~~	~~$15.78~~	~~$15.93~~	~~*$25.28*~~	~~*$10.11*~~
~~15~~	~~$15.73~~	~~$15.89~~	~~$16.04~~	~~$16.20~~	~~$16.36~~	~~$16.52~~	~~*$26.19*~~	~~*$10.46*~~
~~16~~	~~$16.34~~	~~$16.50~~	~~$16.67~~	~~$16.83~~	~~$16.99~~	~~$17.16~~	~~*$27.22*~~	~~*$10.88*~~
~~17~~	~~$16.92~~	~~$17.09~~	~~$17.26~~	~~$17.43~~	~~$17.60~~	~~$17.77~~	~~*$28.17*~~	~~*$11.25*~~
~~18~~	~~$18.13~~	~~$18.31~~	~~$18.49~~	~~$18.67~~	~~$18.86~~	~~$19.04~~	~~*$30.14*~~	~~*$12.01*~~

APPENDIX A-3
ORANGE COUNTY PUBLIC SCHOOLS
CLASSIFIED PAY SCHEDULE
** Effective ~~July 1, 2016~~ July 1, 2017 **

Job Grade	Grade Range Minimum (Less than 1 full year of related exp)	Grade Range Minimum (1 full yr but less than 2 full yrs of related exp)	Grade Range Minimum (2 full yrs but less than 3 full yrs of related exp)	Grade Range Minimum (3 full yrs but less than 4 full yrs of related exp)	Grade Range Minimum (4 full yrs but less than 5 full yrs of related exp)	Grade Range Minimum (5 full yrs of related exp)*	Grade Range Maximum	*Range*
3	$10.00	$10.10	$10.20	$10.30	$10.40	$10.50	$15.87	$5.87
4	$10.20	$10.30	$10.40	$10.51	$10.61	$10.71	$16.19	$5.99
5	$10.50	$10.61	$10.71	$10.82	$10.92	$11.03	~~$16.87~~ $16.99	~~$6.37~~ $6.49
6	$10.75	$10.86	$10.97	$11.07	$11.18	$11.29	~~$17.65~~ $18.04	~~*$6.90*~~ *$7.29*
7	$11.20	$11.31	$11.42	$11.54	$11.65	$11.76	~~$18.50~~ $18.90	~~*$7.30*~~ *$7.70*
8	$11.71	$11.83	$11.94	$12.06	$12.18	$12.30	$19.40	*$7.69*
9	$12.32	$12.44	$12.57	$12.69	$12.81	$12.94	$20.37	*$8.05*
10	$13.20	$13.33	$13.46	$13.60	$13.73	$13.86	$21.59	*$8.39*
11	$13.81	$13.95	$14.09	$14.22	$14.36	$14.50	~~$22.59~~ $22.88	~~*$8.78*~~ *$9.07*
12	$14.42	$14.56	$14.71	$14.85	$15.00	$15.14	$23.58	*$9.16*
13	$15.00	$15.15	$15.30	$15.45	$15.60	$15.75	$24.55	*$9.55*
14	$15.32	$15.47	$15.63	$15.78	$15.93	$16.09	$25.43	*$10.11*
15	$15.88	$16.04	$16.20	$16.36	$16.52	$16.67	$26.35	*$10.47*
16	$16.50	$16.67	$16.83	$17.00	$17.16	$17.33	~~$27.38~~ $27.66	~~*$10.88*~~ *$11.16*
17	$17.09	$17.26	$17.43	$17.60	$17.77	$17.94	$28.34	*$11.25*
18	$18.25	$18.43	$18.62	$18.80	$18.98	$19.16	~~$30.26~~ $30.58	~~*$12.01*~~ *$12.33*

APPENDIX B-1
TRANSPORTATION SERVICES

General Information

~~APPENDIX B~~
~~TRANSPORTATION SERVICES~~

A. A bus operator's paid hours shall include all hours worked. Hours worked shall be defined as: scheduled route time, extra time, and field trips. A scheduled route time shall include pre-trips, post-trips, and all regular route time.

B. Seniority within Transportation Services shall be defined as the total length of continuous service with the Board in a benefited position as a bus operator/monitor, and to include a CDL holder who has driven an OCPS school bus within one year of the bid process. This excludes long term leaves(s) of absence per contract. This definition shall only apply to bus operators and bus monitors and shall only be used for participating in the bid selection process. The definition of district wide seniority shall apply to all other seniority issues not pertaining to the bid selection process.

C. The Board shall provide bus operators who are available for extra trips the opportunity for at least 30 hours of driving time per week during their regular work year, subject to the following:

1. Bus operators who have more than six years of seniority must be available for daytime extra trips.

2. Bus operators who have less than six years of seniority must be available for daytime extra trips, and those held on weekends and/or in the evenings.

3. Bus operators who opt for inclusion under this section must do so for the full school year and will be subject to the following provisions:

   a. Except under extenuating circumstances, bus operators opting out of the extra trip program may not re-enter the program for twelve calendar months.

   b. Bus operators who fail to notify the extra trip office at least 48 hours in advance that they will be unable to fulfill their extra trip obligation may be removed from the extra trip program for up to twelve calendar months after three occurrences.

4. Nothing herein shall preclude the assignment of non-driving duties in an effort to meet the 30 hours referenced above.

5. The above provisions shall also be applicable to drivers of side-lift buses. However, drivers of side-lift buses shall be provided the opportunity for a

minimum of six (6) hours per day and not be precluded from applying for extra trips.

6. In the event there are financial constraints and the Board is unable to meet the criteria set forth above, in Sections 1 and 2 above the parties shall develop a seniority based plan for scheduling hours, separate from Article X, Section E.

7. The Board shall make a reasonable effort to notify drivers of extra trip assignments at least 48 hours in advance.

8. The provisions of Section B above notwithstanding, it is understood that there may be county-wide activities when other drivers may be assigned required extra trips.

D. Drivers participating in programs that run during student vacation periods will be given the first opportunity for working these additional days.

E. Designated Bus Operator, Sub Relief shall be scheduled for 8 hours per day during the normal school year.

F. Bus monitors shall be scheduled a minimum of five hours per day during the normal school year. They shall be paid at their regular hourly rate for attendance at required in-service meetings.

G. The Board shall attempt to maintain working hours for bus operators and monitors from one year to the next, subject to Section B.7. above.

H. The parties recognize that student discipline is enhanced by cooperative efforts between drivers and school-based administrators. Drivers shall refer disruptive students to the principal or designee on a referral slip provided by the Transportation Section. Drivers may make a recommendation regarding disposition of each referral. The referral slip will contain a place for the principal or designee to inform the Transportation Section of the action taken. Drivers shall be apprised of the disposition of each referral.

I. Drivers shall be provided forms for referring disruptive students to the principal or designee, may make a recommendation regarding disposition of each referral. Drivers shall be apprised of the disposition of each referral.

J. The Board shall make a reasonable effort to provide monitors on routes for severely impaired students, with priority given to buses that transport wheelchair students.

K. The bus operators'/bus monitors' normal school year as used herein shall be defined as that period of time covered by the traditional school calendar.

L. Transportation shall maintain a standard operating procedure for posting and filling open trips. This procedure shall be included in the Transportation Services Operations Handbook.

M. The Board shall provide a voucher for the purchase of uniforms for all school bus operators, lead bus operators and bus monitors upon completion of their first ninety days of employment in a benefited position. The voucher for the first year shall be for a total of five (5) tops and three (3) bottoms. The second and subsequent vouchers will be issued on the uniform anniversary date for a total of four (4) pieces, two of which may be substituted for a jacket.

N. Transportation shall maintain a standard operating procedure for summer employment. This procedure shall be included in the Transportation Services Operations Handbook.

Appendix B-2
Transportation Services
Route Bid Process

The Route Bid process as outlined below applies to bus operators and monitors. It does not apply to summer routes.

1. During the school year all open routes shall be posted for bidding four times. Management reserves the right to change the frequency of bids or the months in which the bids are done. In the event of such a change, employees will be given at least a month's advance notification that the change will occur and provided the new bid information. Notification will include posting to the Transportation website, postings in employee lounges/break rooms and notification to OESPA.

   An open route includes:
   - Newly created routes
   - Routes vacated by retirement or termination
   - Routes vacated by previous bid
   - Routes whose bus operator or bus monitor is on an extended long term leave, no longer receiving payment from OCPS payroll or sick bank and FMLA eligibility has expired.
   - Routes that do not have a probationary bus operator or bus monitor

2. A list of bid dates shall be posted prior to the beginning of preplanning. Simultaneously, a copy of these dates shall be provided to the union. The OESPA President (or his/her designee) may attend and observe the bid process.

   All route postings shall include the route number, bus number, manager, parking location, approximate route time, schools served and location of stops. The routes shall remain posted for at least 5 duty days and close at 4:00 pm on the 5th duty day.

3. All routes are subject to change by the routing department based on management decisions regarding the level of service to be provided, program changes, changes in student riders, as well as the additions and deletions of stops that have a safety or financial impact to the District.

4. Routes shall be awarded to the employee with the most seniority. For the bidding process the seniority date used is the first day in a benefited position as a bus operator/monitor. If the employee has a break in service with transportation, the employee's seniority for the bidding process will change to reflect his/her new benefited date as a bus operator/monitor.. In case of a seniority "tie", a deck of cards will be used to determine the winner. A card will be drawn for each bidder and the winner shall be determined by the highest card. Aces and jokers shall be removed from the deck.

5. Bus operators and monitors who bid shall be notified of their bid result within five (5) duty days after the bid process closes. Once the employee has been awarded a bid he/she must take the route and remain with that route until the next open bid.

6. New bus operators and bus monitors will be administratively placed, when possible, on a vacant route for the first 60 calendar days of their probationary period. After the 60 days have been met the probationary bus operator or bus monitor may bid on the next open route bid. Any administratively assigned open routes will be posted once the probationary bus operator or bus monitor has completed the required 60 calendar days. Assignments for probationary bus monitors may change due to the IEP requirement of the students and management's need to serve such student.

7. Awarded bids will not take effect until the successful bidder has completed the seating chart, registration cards, student safety referrals and cleaned their bus for their current route. Bus operators or bus monitors who are awarded bids during the FEFP count period shall remain on their routes until the close of the count period. Upon award of the bid, the bus operator or bus monitor is to familiarize themselves with the route and complete a dry run prior to taking over the route. Bus operators must use a school bus when completing dry runs. This allows the bus operator to observe and report conditions and hazards to the school bus.

8. Bus operators or bus monitors who are on an extended leave of absence or worker's compensation leave shall not be permitted to bid on a route until they return to work full duty with no restrictions that would keep them from performing

all the essential functions of their job responsibilities as a bus operator and/or bus monitor.

9. If routes are consolidated by the routing department due to reduction in service needs, the bus operator or bus monitor with the most seniority will be given the consolidated route. The bus operator or bus monitor removed after route consolidation will be required to bid on the next available cycle.

10. If a route becomes available after the last bid in April, it will be filled by a permanent substitute for the remainder of the school year. The route shall then be posted in accordance with item 1 of this procedure, for the beginning of the next school year.

11. Management reserves the right to reassign either a driver, a monitor or both to another route based on the operational needs, allocations, organizational changes at the work location, a change in the student(s) assignment or school needs, the employee's need for additional training, or any other job performance related matter.

    A managerial reassignment shall not be done in a punitive manner. The employee shall be provided notice of at least 48 hours prior to such change. If the reassigned route has fewer hours, the employee shall be kept whole for the bid route hours, provided he/she accepts extra work assignments that make up the difference. If the employee refuses extra work assignments, the employee's work hours will be adjusted to the hours of the reassigned route. The employee shall be allowed to bid a new route at the next bid cycle, in accordance with the route bid process.

    A meeting shall be held between the supervisor and the employee explaining the need for the route change. If the supervisor is not available, another member of management may meet with the employee to explain the change.

TA#1

COMPENSATION FOR COMBO ROUTES

MONDAY, }UNE 26, 2017

In an effort to incent drivers to assist with combo routes, the Transportation Department will pilot a program, for a period not to exceed 3 years, where drivers will be paid addition compensation when they assist with combo routes. If a monitor is assigned to the route that is assisting in the combo, the monitor shall also receive additional compensation.

The three year calculation shall commence in August, 2017 and end June, 2020. A

combo shall be defined as follows:

Any complete run, stop or stops oH of another route that is not on the driver's assigned route sheet. This includes picking up students from any school bus that has broken down, involved in a crash, or is having a student incident. Not included are: field trips, middays, after school programs and/or Saturday school.

The additional compensation paid to bus drivers for assisting with combo routes shall be as follows:

$10 For any AM. combo assistance provided on a Tuesday, Wednesday or Thursday
$10 For any P.M. combo assistance provided on a Tuesday, Wednesday or Thursday
$15 For any AM. combo assistance provided on a Monday or a Friday
$15 For any P.M. combo assistance provided on a Monday or a Friday

The additional compensation paid to monitors assigned to the route that is assisting in the comb routes shall be as follows:

$5 For any AM. combo assistance provided on a Tuesday, Wednesday or Thursday
$5 For any P.M. combo assistance provided on a Tuesday, Wednesday or Thursday
$10 For any AM. combo assistance provided on a Monday or a Friday
$10 For any P.M. combo assistance provided on a Monday or a Friday

Monitors will be required to provide their same job duties when assisting with combo routes as they would with their regular assigned route.

The Transportation Department shall have the exclusive right to assign combo routes. It is understood, however, combo route assignments shall not be assigned in a capricious manner. Drivers and monitors assigned to combo runs shall have their assignment documented on the OCPS Transportation Services Run Combo Time Report.

The Transportation Department shall evaluate this pilot program at the end of each year and reserves the right to terminate this program at any time prior to the end of the 3 year pilot.

APPENDIX C
SICK LEAVE
BANK

The Orange County Public Schools Employees Sick Leave Bank, hereinafter referred to as the SLB, is designed to ease the financial impact of serious illness, accident or injury. Although not an exclusive list, typical usage would be for heart attack, cancer, serious automobile accident or major surgery. Serious illness shall be defined as being hospitalized, homebound under psychiatric care, temporarily totally disabled, and/or not able to perform the majority of the Activities of Daily Living (ADL). This definition shall be applicable to all references to illness/accident/injury throughout this appendix.

A. Membership

1. The SLB shall have two enrollment periods yearly, during the first 30 calendar days of the first and second semesters.

2. Any employee with one or more years of service and having at least six days accrued sick leave may enroll in the SLB. The employee shall complete a SLB enrollment form and contribute one sick leave day to the SLB at the time of enrollment. Membership is effective immediately following the close of the enrollment period. The six days accrual may occur at any time during the enrollment period.

3. Sick leave days contributed to the SLB shall be deducted from the accrued sick leave balance of the member. Such days shall not be returned except as a benefit as set forth in Section C.

4. All members shall contribute an additional sick leave day if the balance of the SLB is diminished below 300 days. Assessment shall be automatic and each member shall be sent a notice of such. If a member is unable to contribute an assessed day, assessment will occur as soon as a sick leave day is earned unless a member is receiving benefits from the SLB.

5. Members who are retiring shall be permitted to donate any portion of their unused sick leave days to the SLB.

6. Any member who wishes to discontinue membership in the SLB may do so during any enrollment period by submitting a withdrawal form prior to the end of the enrollment period. Receipt of the withdrawal form shall terminate all rights and obligations under the rules of the SLB as of the end of the enrollment period.

7. If the SLB cannot maintain a balance of at least 300 days after replenishment, it will be terminated when the total number of days has been exhausted.

8. Members shall not have to pay back in any manner the number of days used

from the SLB except as outlined in the Abuse of Benefits Section and Eligibility Section.

B. Administration and Governance

1. A SLB Committee designated by the Superintendent will administer the SLB and determine the validity of claims against the SLB. The SLB Committee shall include health care professionals (two non-voting) from the plans in the Benefits Trust, the CTA president or designee, the OESPA president or designee, the Orange County Service Unit Executive Director and three District administrators. Such determination shall be expedited in cases of extreme hardship.

   a. Step 1: The initial decision is made by a designee(s) of the committee and sent to the employee.

   b. Step 2: If the claim of the member is denied, an employee may request, in writing, an appeal of the decision within five duty days of receipt of the denial. Such decisions will be appealed to the full Committee. The decision of the full Committee is final.

2. Quarterly reports of usage of the SLB shall be available to members. A copy shall be provided to the Union and the Fringe Benefits Committee. The report shall include the number of days used and the reasons for usage.

C. Eligibility for Benefits

1. A member shall be eligible for benefits for any single illness/accident/injury following 15 duty days of absence within a thirty duty day period.

2. Subject to Section A.7. above, a member may draw from the SLB up to a maximum of 100 paid sick leave days per twelve-month period commencing on the first day of paid sick leave from the SLB. The lifetime maximum for any one illness, accident or injury shall be 100 days.

3. In the event a member draws a total of 100 days over any period of time from the SLB, such members shall reinstate their membership by re-establishing eligibility per section A.2.

4. Illness or conditions which were known to exist prior to an employee becoming a SLB member shall not be covered for the first twelve months of membership.

5. A member shall be eligible for the use of sick leave from the SLB if the member is on Workers' Compensation. Sick leave days drawn from the SLB shall be prorated downward according to the percentage of the daily rate not paid through Workers' Compensation.

6. The SLB will not provide benefits to those members having surgery which is not medically necessary, as defined by the OCPS medical plans.

7. The SLB shall not provide benefits for normal maternity-related cases where being homebound is recommended as a precaution to bring the pregnancy to full term.

8. When an employee is notified of eligibility for benefits under a disability retirement plan and applies for the same within 20 workdays, SLB benefits shall continue until retirement benefits begin, subject to Section B.2 above. If the employee does not apply for retirement benefits, SLB benefits shall cease as of the 21st day.

9. If active service is terminated by death, SLB benefits shall cease upon the day that death occurs.

10. The SLB shall not cover any unauthorized leaves.

D. Use of Benefits - A member may receive benefits from the SLB to cover an extended absence as follows:

1. All accumulated sick leave must first be expended, except that an application for SLB days may be submitted at any time during an illness.

2. Any sick leave drawn from the SLB must be used for a member's personal illness, accident or injury and shall only be for days which would normally be scheduled for duty during their primary contracted term/year.

3. A written request must be made to the appropriate District department and received within 90 calendar days of the first day for which SLB days could have been drawn. The request shall have attached a doctor's statement on a form provided by the appropriate District department, attesting to the member's extended illness, accident or injury and stating the probable date the member will be able to return to work. The applicant will bear the cost of obtaining the medical statement. A second medical statement may be requested, prior to the SLB Committee rendering a decision as to the number of days to be granted.

4. A member who has submitted all the required documents to request benefits shall be notified of the status of the request following review by designee(s) of the SLB committee meeting.

E. Abuse of Benefits

1. Reported abuse of the SLB shall be investigated by the Superintendent or his designee and, on a finding of wrong doing, the member shall be denied and/or shall repay all of the sick days drawn from the SLB. A requirement for repayment shall be subject to the grievance procedure, however, the arbitrator shall limit his decision to whether or not the finding was justified. The decision shall not be split.

2. Proven abuse of the SLB shall result in permanent termination of membership

from the SLB.

3. Alleged abuse of the Bank may be considered grounds for disciplinary action in accordance with Article XII.

APPENDIX D

ELECTRONIC MONITORING

The parties agree that Global Positioning Systems (GPS), Automatic Vehicle Location (AVL) systems, or similar devices may be used to monitor district vehicles. Such devices shall be calibrated at least twice per year to ensure its accuracy for purposes of determining speed and/or location. The checks shall be at least three (3) months apart and documented showing the method used to certify accuracy (methodology, procedures, traceability and technical skills) along with the name, position and qualifications of the individual conducting the calibration.

Information obtained from any of the above mentioned devices may be used for disciplinary purposes, however, the parties agree to follow the steps outlined below, and amend the Safe Driver Plan, accordingly.

1. When an employee is suspected of a driving related infraction where discipline may result, and a GPS, AVL or any other similar device is the sole means of confirming the employee committed the infraction, disciplinary actions may be up to, but shall not exceed a written reprimand. The employee shall not receive points for this reprimand. This reprimand shall remain valid for one year from the date the reprimand is issued.
2. If the employee incurs another infraction within the one year period after issuance of the discipline described above, the Safe Driver Plan will be applied starting with the second infraction.

3. If the employee is not charged with another infraction within the one year period of this initial discipline, the reprimand shall be appended with a notice which states it is no longer relevant for disciplinary purposes.

In cases where an electronic monitoring device is used as corroborating documentation, the Safe Driver Plan will take effect.

APPENDIX E

SAFE DRIVER PLAN

Omnibus Transportation Employee Testing Act (OTETA) Employees

INTRODUCTION:

The School Board of Orange County wishes to ensure that it provides the safest means of transportation possible for its students and employees and for this purpose has adopted this Safe Driver Plan. Every employee covered by this Plan is expected to establish and maintain an overall driving record, which exemplifies careful driving habits.

WHO IS COVERED:

This Safe Driver Plan covers all employees who operate a District-owned/leased vehicle, hereinafter referred to as a District vehicle, and are covered by the Omnibus Transportation Employee Testing Act (OTETA). It applies to both the driving of the District vehicle as well as the employee's personal vehicle. One facet of this Plan involves the monitoring of the driving records of these employees.

EFFECTIVE DATE:

This Safe Driver Plan is effective October 1, 1996. Any points accumulated since August 1, 1995 will be converted to the point system incorporated herein.

HOW THE PLAN WORKS:

This Safe Driver Plan is based on a point system, whereby points are applied to a variety of driving violations. The accumulation of a certain number of points within a specific time period may result in disciplinary action against the employee. For employees covered by this Plan, it does not matter whether the points were assigned for violations involving the District vehicle, or the employee's personal vehicle. If the DMV changes its point system to reflect an upward or downward adjustment, or adds to or deletes violations currently listed, the Plan shall be adjusted in the same manner.

Covered employees are required to report all infractions in their personal vehicles, as well as District vehicles. Failure to do so may result in additional points, which increases the potential for disciplinary action.

VIOLATION CATEGORIES:

The following is a list of violations and the number of points to be assigned. It is understood that neither a citation from a law enforcement officer nor a conviction of a traffic offense/crime is necessarily required for a determination that points be assessed by the District.

Violation	Points
1. At-fault incident driving a District vehicle, involving any other vehicle and/or physical property resulting in damage of less than $500 but more than	1

$100 whether or not students are on board (without citation)	
2. At-fault accident driving a District vehicle, involving any other vehicle and/or physical property resulting in damage of $500 or more, whether or not students are on board. (without citation) *	3
3. Improper backing	3
4. Crossing private property to avoid a traffic control device (traffic light, stop sign, etc.)	3
5. Failure to observe any traffic control device or sign	4
6. Improper lane change	3
7. Failure to have vehicle under control	3
8. Careless driving	3
9. Driving on wrong side of road when no extenuating circumstances exist	3
10. Improper turn	3
11. Failure to yield-entering through highway	3
12. Failure to yield right-of-way	3
13. Speeding-15 miles per hour or less over legal limit	3
14. Following too close	3
15. Improper passing	3
16. Driving wrong way on a one-way street	3
17. Any other moving violation not listed herein	3
18. Reckless driving	4
19 Speeding-more than 15 miles per hour over legal limit	4
20. Passing a school bus when red lights are flashing and when the stop arm is out	4
21. At-fault accident (citation required)	4
22. Unlawful speeding resulting in accident	6
23. Failure to stop or yield the right-of-way at a railroad crossing	6
24. Failure to report an accident or any violation involving District vehicle by the end of your work shift*	**
25. Failure to report accident or any other violation involving personal vehicle within 72 hours of their next scheduled work day*	**
26. Leaving the scene of an accident	6
27. Driving while impaired (DWI), driving under the influence (alcohol or narcotics/drugs), or driving with unlawful blood alcohol level (DUBAL)	10
28. Knowingly driving a District and/or personal vehicle without a valid driver's license or with improper license (revoked or suspended)	10
29. Failure to report immediately to the supervisor a known revocation or suspension of driver's license	10
30. Falsification of an accident report	10

31. At-fault accident resulting in fatality 10
32. Failure to observe any other established driving law or regulation ***

♦ Revised per agreement between OCPS and OESPA, dated February 25, 1998
* This covers all accidents/violations, whether or not they are listed herein. Reporting must be to the immediate supervisor or his/her designee. Time limits may be waived only when extenuating circumstances exist.
** The same number of points as the violation not reported will be assigned.
*** Points will be assessed in the manner used by the Florida Division of Motor Vehicles

REVIEW:

Upon request by the employee, a joint committee of peers and managers shall be convened to review violations covered by items 1, 2, 24, 25 and 28 above, as well as any other violations for which no citation is given.

DISCIPLINARY ACTION:

The following forms of disciplinary action will be taken based upon the accumulation of points within the specified time period. It is understood that counseling, remedial training, and/or defensive driving may be required at the discretion of the District.

Number of Points	Time Period	Disciplinary Action
1. 2-3 points within	24-month period	Verbal reprimand
2. 4-5 points within	24-month period	Written reprimand
3. 6-7 points within	24-month period	One day suspension without pay
4. 8-9 points within	24-month period	Three day suspension without pay
5. 10 points within	12-month period	Dismissal
6. 10-13 points within	24- month period	Five day suspension without pay
7. 14 points within	24-month period	Dismissal

It is understood that implementation of the above does not in any way preclude the taking of disciplinary action, up to and including dismissal, for violations not specifically listed in this Safe Driver Plan, nor for violation of any expressed work rule, order, policy and/or reasonable management expectation. The School Board reserves the right to take disciplinary action up to and including dismissal when it considers the offense serious enough, especially when the occupants' safety and welfare are at risk, and/or in cases of restriction, suspension or revocation of a driver's license.

Employees who are dismissed under this Safe Driver Plan may re-apply for

employment into non-driving positions. However, there shall be no obligation on the part of the School Board to provide employment in another position.

ADMINISTRATION:

Overall administration of this Safe Driver Plan is the responsibility of each deputy/associate superintendent or his/her designee. Documentation received from the Florida Department of Motor Vehicles will be received by the Transportation Department and forwarded to the applicable work location. Each work location will be responsible for maintenance of records and any necessary follow-up action.

PRINT YOUR FULL NAME: _____

DRIVER'S LICENSE NO.: _____

I hereby acknowledge receipt of this SAFE DRIVER PLAN established by the School Board of Orange County in regard to accidents, driving violations and District regulations, and understand that I am responsible for reading and understanding its contents. I also understand that my personal driving record will be considered as part of this SAFE DRIVER PLAN.

_____	_____
Date	Signature
_____	_____
Work location name/number	SSN

APPENDIX F

Safe Driver Plan

Non-Omnibus Transportation Employee Testing Act (Non-OTETA) Employees

Introduction:

The School Board of Orange County wishes to ensure that it provides the safest means of transportation possible for its students and employees, and for this purpose has adopted this Safe Driver Plan. Every employee covered by this plan is expected to establish and maintain a valid Florida driver's license.

Who is Covered:

This Safe Driver Plan covers all employees who operate a District owned/leased vehicle, hereinafter referred to as a District vehicle. One facet of this plan involves the monitoring of the driving records of these employees.

Effective Date:

This Safe Driver Plan is effective at the date of ratification by the parties.

How the Plan works:

All Non-OTETA employees driving a county vehicle will be issued a county permit based on a current and valid Florida driver's license. This Safe Driver Plan shall reflect the same point system as that used by the Florida Division of Motor Vehicles, hereinafter referred to as the DMV. If the DMV changes its point system to reflect an upward or downward adjustment, or adds to or deletes violation currently listed, the Plan shall be adjusted in the same manner. Covered employees are required to report any citations in their district vehicles at the time of the occurrence, no later than the end of their duty day. Accidents in a district vehicle must be reported immediately to the work location supervisor/designee.

Violation Categories:

The following is used by the DMV and will be used by the District:

12 points within 12 months—30 days suspension of license
18 points within 18 months—3 months suspension of license
24 points within 24 months—1 year suspension of license

Disciplinary Action:

Employees, whose license are suspended, cancelled or revoked, must forfeit their county permit to their supervisor. If the employee's job description requires a valid Florida driver's license in order to perform their duties and their license is suspended, cancelled or revoked, the loss of driving privileges will result in the following:

- Employees will have 20 duty days to have their Florida driver's license reinstated. Upon reinstatement, the county driving permit will be reissued and the employee may resume driving responsibilities in their original job position.
- During this 20 duty day period, employees will be assigned to non-driving tasks, or they will have the opportunity to secure another position within the District if their Florida driving license cannot be reinstated. During this time period, employees' current hourly wages will not be affected.
- Failure to have their license reinstated or if the employee does not secure another position within the 20 duty day period may result in discipline up to and including dismissal.
- Discipline shall be for just cause

Any employee knowingly driving a county vehicle without a valid Florida driver's license is subject to discipline up to and including dismissal.

Administration:

Overall administration of this Safe Driver Plan is the responsibility of the work location administrator, or his/her designee. Documentation received from the Florida Department of Motor Vehicles will be received by the Transportation Department and forwarded to the applicable work locations. Each work location will be responsible for maintenance of records and any necessary follow-up action in a confidential manner.

The work location supervisor will notify their employees that their license is in jeopardy of revocation when the employee receives nine points on their MVR.

I HAVE RECEIVED, READ, AND UNDERSTAND THE NON-OTETA SAFE DRIVER PLAN.

EMPLOYEE NAME: _____
(Please print) Last First MI

POSITION TITLE: _____

WORK LOCATION NAME: _____

WORK LOCATION NUMBER: _____

DRIVER'S LICENSE NUMBER: _____

EMPLOYEE SIGNATURE: _____

DATE: _____

GLOSSARY OF TERMS

ANNUAL WAGES: Amount earned in bargaining unit positions; hourly rate times the number of hours scheduled for the year.

ANNIVERSARY DATE: The date on which an employee was hired into a benefited position. For purposes of computing annual leave, the last day of the month during which the anniversary date falls shall be used.

BOARD (OR SCHOOL BOARD): Except where obvious by the context, appropriate administrative staff who may be delegated the authority and responsibility to implement this agreement.

DOMESTIC PARTNER: For insurance coverage purposes, a domestic partner shall meet the following criteria:

a. Age eighteen (18) years of age or older
b. Same Sex
c. Not blood-related
d. The length required joint financial responsibility and co-habitation is twelve (12) months. The length of co-habitation is waived for first time domestic partner applicants; however no domestic partner may be covered within twelve (12) months of another domestic partner being covered.

DIRECTIVE: A statement of performance expectation by an administrator and is not considered to be a form of discipline. After two years, at the request of the employee, a directive shall be appended with a notice that recency has expired.

EMPLOYEE: All employees in the bargaining unit as certified by Public Employment Relations Commission (PERC).

EXCLUSIVE PROVIDER ORGANIZATION HEALTH PLAN: A health plan that requires benefits to be provided within a specified network of facilities and providers. Coverage for out-of-network services is only provided for out-of-area emergencies.

FORMULARY DRUGS: A list of both generic and brand name drugs, within therapeutic categories that are preferred by the District's health plan. Preference is determined by the pharmacy benefit manager, who chooses formulary drugs that are medically safe and cost effective. A team including pharmacists and physicians meet to review the formulary and make changes as necessary.

JOB MARKET VALUE: The calculated midpoint of the pay grade range (minimum to maximum) which represents an approximation of the average hourly pay rate for the position based on external market comparisons and internal equity.

MD Live: A pilot TeleMedicine Program offered by CIGNA that provides physician consultations for certain illnesses either by phone or by online video. Examples of minor, non-emergency conditions treatable under MD Live include, but are not limited to:

Adult Medical Conditions

Acne	Gout	Rashes
Allergies	Headache	Sinus infection
Bronchitis	Infections	Sore throat
Cold and flu	Joint aches and pains	Sunburn
Fever	Nausea and vomiting	Urinary tract infection
Gout	Pink eye	

Child Medical Conditions:

Cold and flu	Constipation
Ear infection	Fever
Nausea and vomiting	Pink eye

NEW EMPLOYEE: An employee who is hired or newly rehired to the District. The period an employee shall be considered new is from the date of hire through his/her anniversary date, presuming there is no break in service.

NON-FORMULARY DRUGS: Drugs that are not covered under the plan. Certain brand-name and non-formulary drugs may be provided at a participating network pharmacy if medical necessity has been determined by a pharmacy benefits management clinical therapeutic committee and the member's physician has provided documented usage and failure or an adverse reaction of generic and/or brand-name in formulary medications in order to verify medical necessity.

RELATED POSITION: A position within the same job family.

RETIREMENT:

Normal Retirement

FRS Pension Plan Members

Six (6) years of service and age 62 or at least 30 years of creditable service, regardless of age that apply for and receive distributions.
F.S. 121.021(29) (a) 1. 2. and F.S. 112.0801

FRS Investment Plan Members

Six (6) years of service and age 62 or at least 30 years of creditable service, regardless of age and eligible to receive distribution.
F.S. 121.021(29) (a) 1. 2. and F.S. 112.0801

Early Retirement

FRS Pension Plan Members

If you are vested and have not reached your normal retirement date, you may elect to take early retirement. If you do, the amount of your benefit will be reduced by 5 percent for each year between your age at retirement and your normal retirement age.
FS 121.021 (30)

FRS Investment Plan Members
Employees that are at least age 591/2 with six years of service or at least 30 years of service, regardless of age.

Vesting
F.S. 121.021 (45) (a)
The guarantee that a member is eligible to receive a future retirement benefit upon completion of the required years of creditable service for the employee's class of membership, even though the member may have terminated covered employment before reaching normal or early retirement date.
(pension plan six years or investment plan one year for regular class)

SENIORITY: The total length of continuous service with the Board in a benefited position, exclusive of long term leave(s) of absence. Seniority shall be District-wide.

SENIORITY (NON-TRANSPORTATION): The total length of continuous service with the Board in a benefited position, exclusive of long term leave(s) of absence. Seniority shall be district-wide.

SENIORITY (TRANSPORTATION): The total length of continuous service with the Board in a benefited position as a bus operator/monitor, exclusive of long term leaves(s) of absence. This definition shall only apply to bus operators and bus monitors and shall only be used for participating in the bid selection process. The definition of district wide seniority shall apply to all other seniority issues not pertaining to the bid selection process.

STUDENT HOLIDAY: A weekday during the student calendar year, when students are not required to be in attendance.

SUPERINTENDENT: The Superintendent or District level personnel to whom the Superintendent may delegate a responsibility in this Contract.

SUPERVISOR: The non-unit managerial employee with supervisory responsibility over employees. Used synonymously with "principal."

TERMINAL PAY: Payment an employee receives upon retirement equal to their daily rate of pay multiplied by the number of days of accumulated sick leave in accordance with the formula in Article XVI.K.1.

WORK LOCATION: Work location is normally defined as the singular site where an employee reports to work at the start of the workday. For facility services trades, work location assignments may include the Magic Way center, or several sites within the geographic area assigned to an employee.

OCPS EEO Non-Discrimination Statement

The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, age, sex, national origin, marital status, disability, genetic information, sexual orientation, gender identity or expression, or any other reason prohibited by law. The School Board also provides equal access to the Boy Scouts and other designated youth groups. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities.

The following persons have been designated to handle inquiries regarding the non-discrimination policies, reports of alleged violations, concerns about compliance and/or the grievance procedure(s), etc.:

Equal Employment Opportunity (EEO) Officer and Title IX:
Jared Brooks, Esq., Staff Attorney/EEO Officer
Ronald Blocker Educational Leadership Center
445 W. Amelia St. Orlando, FL 32801 (407)
317-3411

ADA Coordinator:
Michael D. Graf, Administrator, ADA Compliance
Ronald Blocker Educational Leadership Center
445 W. Amelia St. Orlando, FL 32801
(407) 317-3200 ext. 200-2923

Section 504:
Latonia Green – Director, ESE Procedures/Compliance
Ronald Blocker Educational Leadership Center 445
W. Amelia St. Orlando, FL 32801 (407) 317-3279

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~~**Equal Employment Opportunity (EEO) Officer & ADA Department:** Carianne Reggio – ADA Coordinator/Sr. Manager, EEO and Legal Services Ronald Blocker Educational Leadership Center~~

~~445 W. Amelia St. Orlando, FL 32801 (407) 317-3200 ext. 2002955~~

~~Michael Graf, ADA Manager – Ronald Blocker Educational Leadership Center 445 W. Amelia St.~~

~~Orlando, FL 32801 (407) 317-3200 ext. 2002923~~

~~**Section 504:**~~

~~Latonia Green – Director, ESE Procedures/Compliance Ronald Blocker Educational Leadership Center 445 W. Amelia St.~~

~~Orlando, FL 32801 (407) 317-3279~~

~~**Title IX:**~~

~~Doug Patterson – Sr. Administrator, Athletics Ronald Blocker Educational Leadership Center 445 W. Amelia St.~~

~~Orlando, FL 32801 (407) 317-3480~~