

Contract Between
The School Board of St. Lucie County, Florida
and
The Communications Workers of America
AFL-CIO

July 1, 2023, through June 30, 2026

Fort Pierce, Florida

Ratified November 4, 2023

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DEFINITIONS

Terms used in this Contract shall be defined as follows:

1. School Board: The School Board of Saint Lucie County, the duly elected Board established under Section 1001.32 (2) which has the responsibility for the reorganization and control of the public school of Saint Lucie County.
2. CWA: Communications Workers of America, AFL-CIO which has been granted the right to represent exclusively the members of the Bargaining Unit.
3. Contract: The document which delineates the items and terms which were mutually agreed to by the CWA and the School Board of St. Lucie County as the result of collective bargaining.
4. Bargaining Unit: All classified employees listed in the Public Relations Commission (PERC) order #76-1326 issued on December 2, 1976 and all subsequent PERC orders to date that have added or deleted employees from the list of classified employees.
5. Job Description: The written document describing the duties and responsibilities of the job.
6. Rules: Rules established by the administration, under authority granted by State Law and the County School Board.
7. Saint Lucie County Public Schools: All public schools now existing or established in the future which lie wholly within the legally established boundaries for the county of Saint Lucie.
8. Certification: The designation by PERC of any employee organization as the exclusive representative of the employees in an appropriate bargaining unit.
9. PERC: The Public Employees Relations Commission created by Section 447.003, Florida Statutes.
10. Exclusive Bargaining Agent: The unit recognized by the public employer and certified by PERC as the unit designated or selected by a majority of public employees as their representative for purposes of collective bargaining.
11. Superintendent: The official of the Saint Lucie County Public Schools and the Secretary of the Board, who is responsible for the administration of the schools and supervision of instruction in the Saint Lucie County Schools.

12. State Regulations: That body of regulations adopted by the Department of Education of the State of Florida to clarify and implement state statutes which relate to education in the State of Florida.
13. Working Hours: Those specified hours when employees are expected to be present and performing assigned duties. This includes relief periods but not lunch periods.
14. Work Day: The days that employees are expected to be present and performing assigned duties.
15. Emergency: Any situation which is not routine or generally anticipated.
16. Job Classifications: The grade of classification in which the employee is currently assigned.
17. Fiscal Year: July 1 of one year through June 30 of the following year.
18. Department: The operational units within the division.
19. Seniority: An employee's length of continuous service with the Board.
20. Day(s): Day(s) shall mean work days unless otherwise specified.
21. Reasonable Force: Shall mean the appropriate level or degree of physical force necessary to maintain a safe and orderly learning environment consistent with School Board Policy 3.44 (2)(d)(iii). (Letter of Understanding 4/22/10)
22. Manual Physical Restraint: Shall mean the use of physical restraint techniques that involve physical force applied to restrict free movement of all or part of a student's body consistent with School Board Policy 3.44 (2)(d)(iii). (Letter of Understanding 4/22/10)

ARTICLE 1

RECOGNITION

- 1.1 The School Board of St. Lucie County (hereinafter "Board") hereby recognizes the Communications Workers of America, AFL-CIO (hereinafter "Union") as the exclusive bargaining representative for all classified employees as defined in the Public Employees Relations Commission (PERC) order #76-1326 issued on December 2, 1976 and all subsequent PERC orders to date that have added or deleted employees from the list of classified employees. The list of positions is identified as Appendix A of this Contract.
- 1.2 All collective bargaining between the Board and the Union will be in conformity to Florida Statute, Chapter 447 part I and part II and the rules established pertaining thereto by the Public Employees Relations Commission (PERC). Changes in the law or PERC rules will accordingly change the collective bargaining procedure.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 The provisions of this Contract are not to be interpreted in any way or manner to change, amend, modify or in any other way to limit the exclusive authority of the School Board and the Superintendent for the management of the total school system and any part of the School system. It is expressly understood and agreed that all rights and responsibilities of the School Board and Superintendent as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, state regulations and School Board rules shall continue to be exercised exclusively by the School Board and the Superintendent without prior notice or negotiations with CWA except as specifically and explicitly provided for by the stated terms of this Contract. Such rights thus reserved exclusively to the School Board, the Superintendent by way of limitation, include the following: (1) selection and promotion of employees; (2) separation, suspension, dismissal and termination of employees for proper cause; (3) the designation of the organizational structure of the St. Lucie County Public Schools and the line of administrative authority of St. Lucie County Public Schools.
- 2.2 It is understood and agreed that management possesses the sole right, duty, and responsibility for operation of the schools and that all management rights repose in it.

These rights include but are not limited to the following:

- a. Discipline or discharge of any employee for proper cause
- b. Hire, assign, and transfer employees
- c. Direct the work force
- d. Determine the missions of the Board agencies
- e. Determine the methods, means, number of personnel needed or desirable for carrying out the Board's missions
- f. Introduce new or improved methods or facilities
- g. Change existing methods or facilities
- h. Relieve employees because of lack of work
- I. Contract out for goods or services
- j. Such other rights, normally consistent with management's duty and responsibility for operation of the Board's services.
- k. In the event the Board elects to contract out work normally performed by the bargaining unit, the effects of such contracting will first be discussed with the Local Union President.

This shall not constitute a restriction upon the Board to contract out work, however, should contracting eliminate positions the incumbents will be given first consideration for the filling of any existing vacancies for which they are qualified.

ARTICLE 3

PAYROLL AND DEDUCTIONS

- 3.1 The Saint Lucie County School Board agrees to deduct dues, and other fees from union members' payroll checks when authorized to do so by the employee, and remit such to the secretary-treasurer of the union, monthly. A list of each member from whom deductions were made will accompany the monthly remittance which will be sent within ten (10) days following the month the deductions were made. The School Board shall also provide a list of current members, a list of all bargaining unit employees including their names, addresses, work location, phone number, hire date, department, and job title and a list of unit employees that have terminated or transferred from to the unit to the local CWA president monthly.
- 3.2 The School Board agrees that, upon receipt of an individual written request on a form specified by the Union, it will deduct from each paycheck the amount of Union dues as specified by the Union for the requesting individual employee. The individual amount for each employee will be calculated and updated after approved salary increases are in place each year. Individual dues for all employees will be recalculated again after the job bidding process for transportation as outlined in Article 20, paragraph E is complete, and hours are finalized in the payroll department. In the event that there is a discrepancy regarding the dues calculation for an individual employee as a result of a change in daily hours assignment or reclassification, a request for dues recalculation may be submitted in writing to the School Board Payroll Department. New employees and/or members of the bargaining unit who do not have payroll deduction for dues may authorize the institution of the deductions any time during the year, but they will not be effective until all appropriate procedures are followed and until such deductions can be programmed which will be no later than sixty (60) calendar days following receipt of the appropriate documents.
- a. Individual member's cards, specifying the continuing authorization, position, date, social security number and live signature must be into the payroll department in order to have deductions; but initial deductions will not take place until such deductions can be programmed and will be in effect no later than thirty (30) calendar days after the appropriately completed authorization card is received in the payroll department. Also, no lump sum deduction will be made for any reason at any one time.
 - b. An employee may submit a written request on a form to be supplied by the Union to revoke a dues deduction authorization which shall be effective within thirty (30) days of receipt by the District Payroll Department and the Local Union President. Upon promotion or transfer of a dues paying member out of the CWA bargaining unit, the District will cease such deductions within thirty (30) days of such promotion or transfer. (Ratified 6/2105)
 - c. The granting of the privilege of dues deduction shall not be construed to authorize or require any agency shop or maintenance or membership obligation upon employees.

- d. The Union and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demand, suits, or other forms 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 this request.
- 3.3 All new employees hired beginning January 1, 2005 will be required to receive their regularly scheduled pay by direct deposit.

ARTICLE 4

HOURS OF WORK AND OVERTIME PAYMENT

- 4.1 All employees who work in excess of four (4) continuous hours in the work day shall be granted a relief period during their work day, as work conditions permit and may not be unreasonable denied.
- 4.2 When an employee is required or requested to perform functions before or after the regular work day, this time may be used as compensatory straight time if less than 40 hours in a work week and granted by the appropriate administrator. Pre-authorized work performed by employees in excess of forty (40) hours in a work week shall be compensated at a rate of one and one-half or compensatory time at one and one-half hours. This choice is at the option of the employee. Use of such time will be approved by the appropriate administrator with a result of minimum disruption of the educational program. In approving requested use of compensatory time, no request will be unjustifiably denied. Compensatory time must be taken in the current school year in which it was granted. At the end of the school year compensatory time accrued will be paid.
- 4.3 For purposes of overtime computation, only time actually worked will be considered, except paid holidays shall be used as a basis for computing time.

Previously scheduled vacation leave, funeral leave, holiday, jury duty, incentive leave, and union time without pay will be considered as time worked for the purpose of computing overtime.

- 4.4 Overtime work will be distributed equally as is practical among those employees who normally perform the work.
- 4.5 Extracurricular Trips
- a. Employees who volunteer for extracurricular trips will be compensated only for hours actually on duty as required by the trip's sponsor.
 - b. When an extracurricular trip necessitates lodging, it will be provided by the trip's sponsor. However, no driver will be required to share a room.
 - c. Drivers will be furnished a comparable meal equal to the head of the field trip that shall include cafeteria meal that includes a beverage, entrée, and snack for out of district trips by the sponsor. If a meal is not provided, then the driver may apply for and receive a meal allowance using the District's "Out of District Travel Expense Report" which designates the current approved meal reimbursement rates.

Reimbursement will be made based on the following schedule:

1. Breakfast - When travel begins before 6 A.M. and extends beyond 8 A.M.

2. Lunch - When travel begins before 12 noon and extends beyond 2 P.M.
3. Dinner - When travel begins before 6 P.M. and extends beyond 8 P.M.

The driver must make application for the meal reimbursement on a form furnished by the Board and attached to each trip authorization.

- 4.6 Extracurricular and Athletic Events: In the event that a safety and security officer is required to work at a District sponsored extracurricular or athletic event outside of his or her regularly scheduled work hours, the officer will be paid a minimum of three (3) hours at his or her regular rate of pay, subject to Article 4, paragraph 4.2. If notice of cancellation is not provided to the scheduled safety and security officer at least twelve (12) hours in advance of the event, the officer will be paid three (3) hours at his or her regular rate of pay subject to Article 4, paragraph 4.2.
- 4.7 If at any time during the term of this contract, the employer's obligations under the Fair Labor Standards Act are changed due to legislation, regulation or administrative or court decision, the parties shall immediately meet and renegotiate the overtime provisions of this contract to conform with the changed obligations.
- 4.8 The work week for computing overtime shall run from 12:01 A.M. on Sunday to 12:00midnight Saturday.

ARTICLE 5

HOLIDAYS

5.1 The following days shall be recognized as unpaid holidays for all of the bargaining unit:

| | |
|-----------------------|----------|
| Independence Day | One Day |
| Labor Day | One Day |
| Veteran's Day | One Day |
| Thanksgiving Holidays | Two Days |
| Christmas Holidays | One Day |
| New Year's Holidays | One Day |
| Good Friday | One Day |
| Memorial Day | One Day |
| Martin Luther King | One Day |
| All Presidents | One Day |

5.2 The following schedule of paid holidays shall be provided for employees of the bargaining unit for the unit for the school year:

183 day workers (Food Service Workers and Bus Drivers) - Three (3) days per year to be scheduled by the Board.

Ten (10) month employees - Five (5) days per year to be scheduled by the Board.

Eleven (11) month employees - Six (6) days per year to be scheduled by the Board.

Twelve (12) month employees - Six (6) days per year to be scheduled by the Board.

5.3 Should a holiday occur during a time when an employee is on sick leave, the sick day shall not be charged to the employee.

5.4 When a holiday falls within an employee's vacation, an additional day of vacation shall be provided.

5.5 When the School Board of St. Lucie County closes schools for emergencies or for inclement weather, employees shall be paid for those days or day. Employees may be required to make the day or days up at a later date without compensation. Should an employee not report for work on a scheduled make up day and not be on pre-approved leave, he/she shall forfeit pay for the missed day which will be taken from the next paycheck.

5.6 The CWA will be given an opportunity to provide input if it so chooses in the development of the annual school calendar.

ARTICLE 6

MISCELLANEOUS

6.1 Each employee shall report for work attired in clothing appropriate* to his/her work responsibility. Designated employees shall wear clothes similar in color and type. Each employee shall be responsible for wearing shoes of a type designated as appropriate to health and safety aspect of his/her work*. If other clothes shall be required, the Board shall provide such special clothes or provide an allowance to the employee to purchase such clothes at intervals equal to the normal life of such allowance or clothes an employee who terminates employment may be requested to reimburse the District prorata or return the clothes if originally provided by the Board.

*The principal, supervisor, or department head will determine what is appropriate.

6.2 Employees shall be paid bi-monthly.

6.3 Upon request, all personnel records of an employee which may affect his/her condition of employment shall be made available to the employee in compliance with the District's policies and procedures.

6.4 The Board will determine the job classifications necessary for the operation of the school system.

6.5 If an employee, while acting within the scope of his/her employment, is a victim of student assault, he/she shall be entitled to receive reimbursement for property damages resulting from the assault if the employee can substantiate that the property damages were a result of the assault to his/her immediate supervisor and the Superintendent.

The maximum amount eligible for the reimbursement in any one incident is \$500.00. No payment will be made if coverage for damages is provided from another source such as insurance, Workman's Compensation, etc. The decision of the Superintendent shall be final and payment shall not be construed as an admission of negligence, fault, or guilt on the part of the Board.

6.6 Labor Management Meetings: The Union and Board agree that periodic meetings between labor and management personnel at various levels should be conducive to constructive employee relations regarding department operations. Labor or management may request a meeting but such meetings should take place only if the time, place, and agenda are mutually agreed to in advance. Labor Management meetings shall be scheduled by the appropriate department head and the Union President.

It is expressly understood that such labor/management meetings are not to be used to attempt to negotiate an alteration of the contract in effect at the time.

6.7 Employees who have successfully completed their probationary period as defined in Article 21.6A of the Contract and who own and use a full complement of tools (as determined by

the School Board) in performing their assigned duties will receive a one-time payment per year to cover loss, "wear and tear," theft, and breakage. The one-time payment amount is \$946.75 per year paid to Bus Mechanics and \$373.02 per year paid to Maintenance Technicians (i.e. AV Mechanics, Air Conditioning Mechanics, Electricians, Carpenters, Plumbers, and Painters).

The CWA and Board agree to review the tool allowance in this paragraph at a minimum of every three (3) years. This review will include collection of current cost data for tools representative of those normally purchased using the tool allowance. The list of tools and equipment shall be determined by each Department.

Payment of the tool allowance will be made in July each year. For employees who successfully complete their probationary period after July 1 the one-time amount will be prorated quarterly based on the following schedule: (Ratified 9/2014; 6/2016)

| Probationary period is successfully completed between: | Percentage of one-time payment to be paid: |
|--------------------------------------------------------|--------------------------------------------|
| July 1 – September 30 | 100% |
| October 1 – December 31 | 75% |
| January 1 – March 31 | 50% |
| April 1 – June 30 | 25% |

- 6.8 Certified Law Enforcement Officers employed as of July 1, 2016 will receive a one-time payment of \$2,500 as an equipment allowance for specialized safety equipment required of the position. Certified Law Enforcement Officers hired after July 1, 2016 will be provided a one-time payment of \$2,500 to purchase specialized safety equipment required of the position.

In subsequent years of employment a one-time payment of \$1,113 annually will be made to each Certified Law Enforcement Officer to cover loss, "wear and tear", theft and breakage. Such payment will be made in July each year. For employees hired after July 1 the subsequent year's payment will be prorated based on the month of hire.

- 6.9. Upon successful completion, bus mechanics will be reimbursed under regular Board policies for meals and travel incurred in successfully taking ASE tests, as well as the fee for successfully taking the test. If the test is taken during regularly scheduled work hours, the employee will be paid their normal hourly rate for the time spent actually taking the test. However, no time spent outside regularly scheduled work hours in training or preparing for or taking the test will be considered work hours or compensated by the District.
- 6.10 An employee who is required to work on a temporary basis in a higher classification shall be paid in accordance with the salary schedule at the higher rate of pay after ten (10) continuous working days.
- 6.11 Employees who are required to report for drug test shall be compensated at their regular rate of pay for the time spent participating in the test. If the time spent for the test is not during

the employee's regularly assigned work time the employee shall be paid for one hour. If an employee who is assigned an extracurricular trip, is not able to take the trip because the employee is taking a drug test, the employee will be assigned a similar trip within the next two payroll periods from the existing extracurricular trip assignment list. (Ratified 9/2014)

- 6.12 Pre-approved leave of any kind (Sick Leave, Vacation Leave, Leave without Pay, Family Medical Leave) shall not be used against an employee for disciplinary purposes or consideration in promotion.
- 6.13 Supplement pay for bus technicians as referenced on the salary schedule will be paid for the following list of certifications. Supplements would be paid per certification (at \$40 per certification/\$20 per pay period) for a maximum of 10 paid certifications.

A/C (Clean Air Act) available through ASE or MAC

T1 – Gasoline Engines (ASE)

S1 – Body Systems and Special Equipment (ASE)

S2, T2 – Diesel Engines ASE

S3, T3 – Drive Train ASE

S4, T4 – Brakes ASE

S5, T5 – Suspension and Steering ASE

S6, T6 – Electrical/Electrical Systems ASE

S7 – Air Conditioning Systems & Controls, T7 – Heating, Ventilation & Air Conditions ASE

T-8 Preventative Maintenance and Inspection

Vehicle Service Technician FAPT/DOE

Master Repair Technician FAPT/DOE

Bus Inspector FAPT/DOE

Bus Inspector Trainer FAPT/DOE

P-1 Medium and Heavy Duty Truck Dealership Parts

P-3 Medium and Heavy Duty Truck Aftermarket Brake Parts

P-9 Medium and Heavy Duty Truck Suspension and Steering

B-2 Painting and Refinishing

B-3 Nonstructural Analysis and Damage Repair

B-4 Structural Analysis and Damage Repair

B-5 Mechanical and Electrical Components

B-6 Damage Analysis and Estimating

- 6.14 Use of Reasonable Force and Manual Physical Restraint (Letter of Understanding April 22, 2010)

1. Training: Employees who may reasonably be expected to utilize either reasonable force or perform manual physical restraint in the performance of their job duties shall be trained within 30 school days of being assigned to a student, classroom or position where reasonable force or manual physical restraint may be expected to be used. The district agrees to provide training for all employees on the rights and responsibilities associated with the use of reasonable force and manual physical restraint consistent with School Board Policy 3.44 upon employment and to provide refresher courses on a more frequent

basis for employees assigned to students, classrooms or positions where reasonable force or manual physical restraint may be expected to be used. Bus Drivers will be provided with adequate, on-going training appropriate to the exceptionalities and needs of the students on their bus including the use of reasonable force and manual physical restraint consistent with School Board Policy 3.44 prior to the placement of students on their bus. Training will be provided during the regular work day and/or be compensated time or compensatory time beyond the work day as required by provisions of this contract.

2. Reporting Use: Employees who have had to perform manual physical restraint in the course of their job duties or reasonable force, will complete the required reporting form within forty-eight (48) hours of the incident taking place and shall have the right to consult with their representative before submitting such. The right does not limit the principal or his/her designee from reporting the use of manual physical restraint or the use of reasonable force to the parent prior to the forty-eight (48) hours.
- 6.15 Effective July 1, 2015 members of the CWA bargaining unit will be eligible for a salary supplement of \$3000.00 per year for master's degrees in fields applicable to their positions from an accredited college or university.
 - 6.16 For the purposes of providing degree credit on the salary schedule, effective July 1, 2015, verified college credits of 60 hours or the conference of an associate's degree from an accredited college or university will apply.

ARTICLE 7

SICK LEAVE

- 7.1 Any member of the bargaining unit employed on a regular basis who is unable to perform his/her duty because of the illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of his/her household, and consequently has to be absent from his/her work shall be granted leave of absence for sickness by the Superintendent, or someone designated in writing by him to do so.
- a. Extent: Each member of the bargaining unit employed as a regular employee shall earn one day of sick leave for each month of employment which shall be credited to the member at the end of that month, and which shall not be used prior to the time it is earned and credited to the member provided that the member shall be entitled to earn no more than one day of sick leave time the number of months of employment during the year of employment. Such sick leave shall be cumulative from year to year without limitation. All members of the bargaining unit may use accumulated sick leave for maternity purposes or prenatal complications before beginning unpaid maternity leave.
 - b. Sick Leave Donation: Members of the bargaining unit are authorized to donate accrued sick leave to a person who is a school board employee. The recipient may not use the donated sick leave until all of his/her sick and annual leave has been depleted. The donated sick leave has no terminal pay value for any recipient. The provision shall not apply to paid or unpaid leave available in accordance with any sick leave pool, nor to any other form of leave. (Ratified 9/2013)
- 7.2 Each employee shall be permitted six (6) days personal leave which shall be charged to accrued sick leave and shall be non-accumulative. No reasons other than to state "personal reasons" shall be required for this leave and said leave shall not be unreasonably denied. Except in the case of an emergency, requests for personal leave or compensatory time shall be received by the appropriate school or department administrator or designee in advance using established procedures for making such requests in accordance with St. Lucie County School Board Policy 6.501, Leave Application. Once a request for leave has been submitted by the employee it will be approved or denied within two working days. If the supervising administrator does not deny a leave request within the two working days, the leave will be considered approved. This does not preclude the supervising administrator from approving a leave submitted less than two working days in advance. The denial of the leave shall be done in writing.
- 7.3 Bus drivers will not be required to call in both prior to the morning and afternoon routes to report their absence if when they call in to report the morning absence, they announce their intention to be absent the entire day.
- 7.4 Sick Leave may be requested and used in one (1) hour increments (Ratified 9/2013).

- 7.5 If an employee has exhausted all of their sick time, they may use accrued vacation time if they so choose. An employee's use of vacation time for this purpose must be approved in advance.

ARTICLE 8

VACATION LEAVE

- 8.1 Vacation day accruals for 12 month personnel are established as follows:
1. 13 work days per year for employees who have been employed by the School Board of Saint Lucie County less than five (5) consecutive years.
 2. 16.25 work days per year for employees who have been employed by the School Board of Saint Lucie County more than five (5) consecutive years but less than ten (10) consecutive years.
 3. 19.50 work days per year for employees who have been employed by the School Board of Saint Lucie County more than ten (10) consecutive years.
- 8.2 The number of years used for this purpose must have been continuous and spent with the Saint Lucie County School Board. In applying the above table, it shall be determined that the employee has both continuous and creditable service before the annual leave credits are granted. Any service break without approved leave will break continuity and the employee must start at zero years if re-employed. Vacation may be taken in one (1) hour increments and must be approved by the Superintendent or designee. (Ratified 8/2015)
- 8.3 Except in the case of emergency, requests for vacation leave shall be received by the appropriate school or department administrator or designee in advance using established procedures for making such requests in accordance with St. Lucie County School Board Policy 6.501, Leave Application. Once a request for leave has been submitted by the employee it will be approved or denied within two working days. If the supervising administrator does not deny a leave request within the two working days, the leave will be considered approved. This does not preclude the supervising administrator from approving a leave submitted less than two working days in advance. The denial of the leave shall be done in writing. (Ratified 8/2015)
- 8.4 Employees shall not accumulate more than sixty (60) days of vacation leave and shall take no more than twenty (20) consecutive work days off at one time.
- 8.5 Upon resignation or termination the employee may take his/her accumulated vacation leave before the date of termination or receive payment for accumulated vacation leave.

ARTICLE 9

BEREAVEMENT LEAVE

- 9.1 In the event of death of a member of the immediate family, an employee may use up to five (5) days of accumulated sick leave for bereavement. Requests for sick leave for bereavement purposes may be made in one (1) hour increments and shall be made to the employee's supervisor in accordance with School Board approved procedure for leave requests. The number of hours used will be at the employee's option. (Ratified 9/2013)
- 9.2 The immediate family is defined as the employee's spouse, child, mother, father, brother, sister, guardian, step-parent, step-child, grandparent, grandchild, parent-in-law or any relative residing within the employee's household.

ARTICLE 10

DISCIPLINARY ACTION

- 10.1 An employee who is absent without authorized leave for 3 consecutive workdays or more except in case of emergency is considered to have abandoned the position and forfeits all job rights with the School Board of Saint Lucie County. Employees must personally notify their supervisor/designee prior to an actual absence. However, in the case of an emergency where such personal or prior notification is not possible, then such notification shall be as soon as possible. An employee who is absent without authorized leave less than 3 consecutive workdays except in case of emergency shall be disciplined but shall not be terminated on the first offence.
- 10.2 For cause, employees covered by this Contract may be disciplined in the following ways:
1. Oral reprimand
 2. Written reprimand
 3. Suspension with or without pay
 4. Demotion
 5. Dismissal

All suspensions, with or without pay, demotions and dismissals must be approved by the Superintendent.

Progressive discipline will be used where appropriate. However, the nature and circumstances of the violation will be considered in assessing the discipline and not all of the above listed steps will necessarily be used before one of the other steps is taken. For example, some violations may be so severe that dismissal is required for the first offense.

There shall be no written reprimand placed in an employee's personnel file unless the employee has been given a copy and provided an opportunity to submit a rebuttal statement to be placed in the file. The rebuttal statement must be submitted to the Director of Personnel within fifteen (15) working days of the receipt of his/her copy of the reprimand. Employee's signature indicates only receipt of the reprimand, not necessarily agreement with it. If an employee receives a reprimand and refuses to sign it, the management representative will note the refusal in writing on the reprimand before forwarding it for placement in the employee's personnel file. If an employee who is to receive a reprimand is absent from work or cannot be located, a copy of the reprimand will be sent by certified mail to his/her last known address on file in the personnel office. Such certified mailing shall constitute the furnishing of a copy and notice to the employee. The date of the attempted delivery of the reprimand will be noted before the management representative forwards it for placement in the employee's personnel file.

ARTICLE 11

CIVIL LEAVE

- 11.1 If an employee is subpoenaed to court as a witness, except for any action in which he/she or the Union is a party, the proper leave application form shall be submitted with a copy of the subpoena attached. Any money received for such service as a juror or witness, with the exception of the money received for travel, meals, or lodging, shall be promptly reimbursed to the Board. An employee shall receive his/her regular salary on those regularly scheduled working days he is required to be absent provided that he/she promptly provides evidence of attendance in the form of the actual warrant received from the court. Failure to provide such evidence and to reimburse the Board within thirty (30) calendar days after return shall result in the employee's loss of regular pay during the leave period. Court ordered appearance by subpoena shall not affect an employee's attendance or performance award.
- 11.2 An employee may request personal leave, emergency leave, or vacation if he/she is subpoenaed or otherwise appears in an action in which he/she or the Union is a party.

ARTICLE 12

LEAVE OF ABSENCE

12.1 Leave without pay may be granted for a period not to exceed one year. Application for such leave shall be submitted in writing, with the reasons therefore, to the principal or department head. All such leave requests are subject to final approval by the Board.

12.2 Approved leave without pay shall not constitute a break in service.

12.3 An employee returning to work after an approved leave of absence shall be reassigned to the same classification or to a comparable classification that he/she held before going on leave.

12.4 Family and Medical Leave Act Leave - Any member of the bargaining unit who has worked for the School District for at least one year and for 1,250 hours over the previous 12 months is eligible for unpaid Family and Medical Leave Act (FMLA) leave. FMLA leave may be granted for any of the following reasons:

To care for the employee's child after birth, or placement for adoption or foster care;

To care for the employee's spouse, son, daughter, or parent, who has a serious health condition as defined by the FMLA; or

For a serious health condition that makes the employee unable to perform the employee's job.

FMLA is not intended to be taken in addition to the other leaves provided for in this Contract.

ARTICLE 13

GRIEVANCE AND ARBITRATION PROCEDURES

- 13.1 Purpose: The purpose of this procedure is to secure at the lowest possible administration level equitable solutions to problems which may arise resulting from the interpretation and/or application of this Contract. The administration and intent of all provisions of the Collective Bargaining Contract are subjected to the Grievance and Arbitration procedure without limitation except as required by Florida Public Employee Law.
- 13.2 Definitions: The term "Grievance" shall be defined as a written allegation by the grievant that a dispute, disagreement, or difference exists between the grievant and the employer involving the interpretation or application of a provision or provisions of this Contract. The term "Grievant" shall mean an employee by name, group of employees by names, or Union filing a grievance(s). The term "employer" shall mean the School Board. The term "days" shall mean working days.
- 13.3 The Grievant: The lodging of any grievance shall be the exclusive right of the employee or employees in the bargaining unit. If an employee institutes the grievance procedure under this Contract, the employee waives all rights to use any other appeal procedure offered by the employer. However, the Union may initiate and process to arbitration grievances in its own name that involve the interpretation and application of the collective bargaining Contract. Such grievances may be filed at Step 3 by the Union President or designated CWA representative.
- 13.4 In the event a member of the bargaining unit has a grievance, he/she shall abide by the management decision involved, prior to and during the time the grievance has been filed and is being processed.
- 13.5 A grievance may be withdrawn at any level but that same grievance may not be filed a second time by the same party.
- 13.6 Time Limits: Since it is important that the grievances be processed as rapidly as possible, the maximum number of days indicated at each level is to be considered the maximum. Every effort should be made to expedite the process before the deadlines are reached. Time limits may, however be extended by mutual written agreement between the Union and the Board/designee. In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the Board's fiscal year, and if left to the beginning of the next fiscal year, could result in irreparable harm to the grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the Board's fiscal year or as soon thereafter as possible.
- 13.7 Any grievance not advanced to the next step by the grievant within the time limit provided for in that step, shall be deemed waived and abandoned. If the District fails to meet the time limits established for conducting meetings and providing grievance answers, the grievance shall automatically advance to the next step in the grievance procedure.

- 13.8 It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of grievant's work responsibilities or disrupt the work process. Normally, grievances will be processed during non-work, non-paid time. If upon mutual consent of the aggrieved person, the immediate Supervisor, and Superintendent/designee, a grievant is released during working time to process a grievance, it shall be without loss of pay to the grievant to the extent required for such participation. All persons involved will make every effort to handle promptly and in an expeditious manner, grievances that are being processed.
- 13.9 All members of the bargaining unit shall have the right of Union representation at each level of the grievance procedure if the Union so offers and the grievant accepts such representation starting at Step 1. The grievant shall be required to be present at each step of the grievance procedure, however, no grievant may be required to discuss any grievance if the Union representative is not also present. The grievant and the Union shall have at least forty-eight (48) hours notice of any conference and/or hearing scheduled to resolve a grievance. Any grievant shall have the right at any time to present a grievance and have such grievance adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with this Contract and the Union has been given the opportunity to be present and make statements relative to such adjustments. Copies of the Board's representatives' decision given at any step of the grievance procedure shall be promptly delivered to the grievant and the Union.
- 13.10 Informal Discussion: This formal grievance procedure is not intended to foreclose or prevent an employee from informally discussing any matter with a supervisor. In the event that an employee believes that there is a basis for a grievance, the employee may first request an informal meeting with the Executive Director of Human Resources or his/her designee without formally filing a grievance. This informal discussion must be requested and should be scheduled within fifteen (15) working days following knowledge of or when the grievant should have reasonably had knowledge of the act or condition, which is the basis of the alleged grievance. At this informal discussion the employee may be accompanied by a Union representative if the employee so chooses.
- 13.11 Step I: When an employee(s) has a grievance he/she may file a formal grievance in writing on the Official Grievance Form with his/her supervisor or other designated employer representative. The statement of grievance shall state in writing a complete statement of the facts giving rise to the grievance, the specific article(s), sections, and lines(s) of the Contract which have been violated and the specific relief and/or remedy sought. The Official Grievance Form must be signed by the grievant or grievants. If CWA is representing the grievant and the grievant is unavailable for signature, a union representative may sign the Official Grievance Form on behalf of the grievant. Union grievances as defined in 13.3 of this Article may be signed by a union representative. Such grievance must be filed within fifteen (15) days after the grievant should reasonably have had knowledge of the alleged violation of the Contract or within fifteen (15) days following the conclusion of informal discussion, but in no case may a grievance be filed six (6) months after the occurrence of the act giving rise to the grievance. The immediate supervisor or other designated Board representative shall have fifteen (15) days after

receipt of the grievance in which to hold a meeting with the grievant. The grievant shall be advised in writing of the time, place, and date of such meeting. The Supervisor shall render a decision within fifteen (15) days after the conclusion of the hearing by filling out the Official Grievance Form with his or her decision. A written copy of the decision and all relevant information on which the decision was based will be sent to the grievant, and the Union representative.

13.12 Step 2: If the grievance is not resolved in Step 1, the grievant shall have fifteen (15) working days to present the grievance in writing to the Department Head/designee after the grievant receives an answer in Step 1. Within fifteen (15) working days of receipt of the grievance, the Department Head/designee shall hold a meeting to resolve such grievance. The Department Head/designee shall render a decision within fifteen (15) working days after the conclusion of the meeting. A written copy of the decision including all relevant information on which the decision was based shall be sent to the grievant and Union representative.

13.13 Step 3: If the decision rendered in Step 2 is not satisfactory to the grievant, the grievant may appeal the grievance within fifteen (15) working days after receipt of the answer in Step 2, to the Superintendent/designee. Within fifteen (15) working days of receipt of the grievance, the Superintendent/designee shall hold a meeting to resolve said grievance. The Superintendent/designee shall render a decision within fifteen (15) working days after the conclusion of the meeting. A written copy of the decision including all relevant information on which the decision was based shall be sent to the grievant and Union representative.

13.14 Step 4: ARBITRATION

Section 1:

A grievance which has been processed in accordance with the grievance procedure, but which has not been settled in Step 3, may be submitted by the Union to arbitration. A grievant may only take a grievance to arbitration if the Union declines to represent him/her in the arbitration process because he/she is not a member. The intent to arbitrate must be given in writing to the Superintendent or designee within twenty (20) working days following the decision from Step 3, or the expiration of the time limit for response as specified in Step 3. If such notice is not received as herein set forth, such grievance shall not be subject to arbitration. Except by mutual written agreement of the Union and the Board, an arbitration hearing shall be limited to a single grievance.

Section 2:

Within twenty (20) calendar days from the date the request to arbitrate is received, either party may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators, from which to select the arbitrator. Upon receipt of the list, the parties shall select an arbitrator by alternately striking names from the list, with the person requesting arbitration striking first; and this process shall be repeated until only one (1) name remains. The person whose name remains on the list shall be the arbitrator. If no name on

the first list supplied by the FMCS is acceptable to a party, that party may request a second list, provided that before making any strike from the first list, it notifies the other party, in writing, and provided that the request for a second list is made not more than fifteen (15) calendar days following receipt of the first list. No additional lists may be sought after the second list without mutual agreement of the parties.

Section 3:

The arbitrator so selected shall hear all of the evidence to be presented by both parties and shall render his/her decision, in writing, thirty (30) calendar days from the date of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasons and conclusions on the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Union, and the grievant(s). If a decision of the arbitrator provides for retroactivity, it is agreed that retroactivity may not extend back beyond the date that is used for determining whether a grievance is timely filed as defined in this Article. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have otherwise earned, less any compensation that he/she may have received from any source during the period of the back pay, exclusive of any collateral source of compensation being earned prior to the date the alleged grievance occurred. No decision in any one case shall require a retroactive wage adjustment in any other case.

Section 4:

The fees and expenses of the arbitrator shall be paid equally by the parties. All other expenses of preparing and presenting its case, including payment of wages for employees while attending the hearing, shall be borne by the party incurring them or making the request. Should either party cause a transcript to be taken, the party requesting the transcript will pay the full cost of the transcript, but the other party will not request a copy unless it is willing to pay half the cost. If both parties request a transcript, the cost shall be equally divided between the parties.

Section 5:

It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as the arbitrator's powers are limited below, after conducting a hearing, to make a final and binding decision in cases alleging a violation of the specific articles and sections of this Contract. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the Contract. The arbitrator's decision shall be based on the specific language of the Contract.

- 13.15 Further Understandings: No reprisals of any kind shall be taken by either the Union, the grievant, the Board or by any member of the administration against any party in interest, or any participant in the grievance procedure by reason of such participation.

ARTICLE 14

CONTINUITY OF OPERATION

- 14.1 CWA hereby agrees on behalf of its members and all employees of the unit it is certified to represent that it shall not authorize, initiate, nor participate in a strike as defined in Sec. 447.203(6), Fla. Stat. against the employer.

ARTICLE 15

EVALUATIONS

- 15.1 All regular employees will be formally evaluated once each year.
- 15.2 Employees will be made aware of the criteria, the job positions of the evaluator(s), and appraisal forms for evaluation at the beginning of each fiscal year or during the first month of employment if the employee begins work after the fiscal year has begun.
- 15.3 During the evaluation period the evaluator will notify the employee of any unsatisfactory performance recognized by the evaluator within twenty (20) working days. Such notification shall be in writing. Before a rating of unsatisfactory can be given, the employee must have been placed on a performance improvement plan prior to the evaluation.
- 15.4 The annual evaluation form will be signed by the employee. Such signature by the employee only acknowledges that he/she has read the evaluation report and does not necessarily indicate agreement with the contents. A copy of the evaluation form will be filed in the employee's personnel file and a copy given to the employee. If an employee receives a less than satisfactory rating on any category of the evaluation, the evaluator will provide written comment and suggestions for improvement.
- 15.5 The employee upon request, shall have a "face to face" conference with the evaluator to explain the evaluation. Absent unusual circumstances, this conference shall occur no later than fifteen (15) working days from the date of the written request. The employee may submit a written report to be attached to the evaluation form.

ARTICLE 16

BULLETIN BOARDS

- 16.1 The Board will furnish space for the Union at its own expense to place one bulletin board at each location where employees regularly report to work and where the Board has an official bulletin board. In consultation with a union representative, the school or department administrator will determine the exact location for placement of the bulletin board within the facility. In the event that there is a dispute regarding location of the official bulletin board the Director of Human Resources will determine the location.
- 16.2 Notices posted shall not contain derogatory, political, defamatory, inflammatory, or untrue statements about the School Board, School District, or any of its officials. Bulletin boards shall not be used to communicate with the general public or to distribute political matter. All notices shall be signed and dated by the Union Business Representative or the President who will accept full responsibility for their content. A copy of all material to be posted will be given to the Principal or the appropriate supervisor before it is posted.
- 16.3 The Union President and/or Steward shall check all bulletin boards at reasonable intervals to ensure that no unauthorized materials have been posted. If unauthorized materials have been posted or if the President has been notified that bulletin boards contain unauthorized materials, the President shall cause such unauthorized materials to be removed immediately.

ARTICLE 17

GROUP HEALTH INSURANCE

17.1 Health Insurance Plans (See LOUs for current agreement.)

- a. The Board will continue to offer employees the existing Florida Blue 5180/5181 and 5771 Plans. Employees hired on or after January 1, 2014 will be offered the Florida Blue Options 5180/5181 and the Alternative 1 Plans only. Employees hired prior to January 1, 2014 will also be offered the Blue Options 5771 Plan.
- b. The Board will contribute an additional \$111.36 per year to employee premiums, bringing the annual Board contribution to \$6,681.36 for employees enrolling in the plan of their choice offered by the District.
- c. Due to the group underwriting requirements to maintain a contributory medical plan, the School Board will contribute no more than 99% of the single premium for any plan. If 99% of the total premium amount for any plan is less than the Board contribution of \$6,681.36 any excess Board contribution over that premium will be contributed to the employee's Health Savings Account (HSA). For existing employees this excess Board contribution payment will be made in one lump-sum amount in January, 2021. For employees hired after January 1, 2021 the excess Board contribution will be paid on a pro-rated basis.
- d. The Board will make a one-time contribution of \$576 to a Health Savings Account (HSA) in January, 2021 to each employee enrolled in the 5080/5081 or 5192/5193 Plan. For the 2021 insurance year only, for employees hired after January 1, 2021 the Board's contribution of \$24.00 per pay period will continue through June 30, 2021. For employees whose prorated HSA contribution stopped on July 1, 2020, their per-pay contribution will be retroactive to July 1, 2020.

Additionally, any ProShare funds paid to the District for the 2020-2021 school year will be placed in a separate accounting project and its use will be negotiated into compensation.

If additional funds become available in the 2020-2021 school year, both parties agree to negotiate over possible salary increases.

17.2 The Board and the Union agree to continue an IRS Section 125 Cafeteria Plan for the employees effective January 1, 2014. The Board will appoint a management company for the Cafeteria Plan.

17.3 Wellness Incentive Program (See LOUs for current agreement.)

- a. For the 2020-2021 school year, the Board agrees to fund wellness incentives up to \$200 for those employees participating in the District Employee Health Plan. The incentive period will run June 1, 2020 through April 30, 2021. For participants in a Health

Savings Account (HSA) eligible plan (BCBS Plans 5192/5193 or 5180/5181), the wellness incentive will be awarded as a contribution to the employee's HSA account. Employees are responsible for ensuring that they do not exceed the HSA annual maximum contribution as per IRS regulation. For participants in a non-HSA eligible insurance plan, the wellness incentive will be paid out as a premium credit towards the employee's health insurance premium. Only employees who participate in one of the District's employee health insurance plans are eligible for wellness incentives. To receive the incentive, the employee must be eligible and active as of the date the incentive award is made.

- b. The Wellness Incentive Program will be reviewed quarterly to evaluate program effectiveness for continuation in the following year. Determination of qualifying activities, incentive point assignments, and value of incentive points will be determined annually.
- 17.4 Article 17, Group Health Insurance will be reopened for negotiations for 2021, 2022, and 2023.
- 17.5 When an employee is granted leave by the Board because of illness or injury in the line of duty:
- a. The Board will continue to pay the same share of the employee's health insurance as the Board was paying prior to the illness or injury.
 - b. Any days of illness or injury in line of duty for which the employee is eligible for pay by the Board (up to 10 days), shall only be paid after the employee returns to work and the leave is approved by the Board. Sick or vacation time used during the period of time an employee is absent due to illness or injury in the line of duty shall be reimbursed at 100% up to ten days upon the employee's returning to work and Board approval of said leave.

ARTICLE 18

JOB POSTING

- 18.1 Job openings and newly created positions within the bargaining unit shall be filled in accordance with the provisions of this Article. Notice of openings of such positions shall be posted on the School District Website in accordance with School District policies. The notices shall include the job classification, rate of pay, work location, and the nature of the job requirements. Such postings shall be for a period of not less than five (5) days exclusive of Saturday, Sunday and observed legal holidays. A copy of the notice shall be sent to the President of the Union or his designee. (Ratified 9/2014)
- 18.2 If there are qualified applicants within the bargaining unit, such applicants shall be given first consideration. Applicants shall be matched against the needs of the position according to their qualifications. Seniority shall be the controlling factor if they have equal skills, abilities, and qualifications. Skills, abilities, and qualifications may be determined by interview results, the employee's official personnel file, and written or practical examinations as determined by the administrator responsible for the position. Applicants with greater skill, ability, or qualifications may be awarded a vacancy over an employee with greater seniority. However, if the most senior applicant is not offered the position that employee may grieve the decision under Article 14. (Ratified 9/2014)
- 18.3 In the event the position is not filled under the provisions of this section by an employee of the system, the position may be filled by a new employee.
- 18.4 Persons who have been hired as temporary employees and employees on probation shall not be considered when promotions occur.
- 18.5 Summer School Programs (Letter of Understanding 03/04/10):
1. All bargaining unit employees shall have an opportunity to apply for summer school positions for which they are qualified based upon the following:
 - a. Submittal of a summer program application to the Human Resources Department within the advertisement period.
 - b. Recent work experience within the most recent five year period consistent with the summer school position desired.
 - c. The most recent year of experience must have been completed with a satisfactory evaluation.
 - d. Seniority in the district.
 2. Employees will be selected on a rotating eligibility system wherein an employee who is offered a summer school/program position will be placed at the bottom of the eligibility list for the following year.

3. Employees shall be notified in writing as to the status of their employment for summer school/program as soon as possible prior to the start of summer school or extended school year.
4. Training will be provided for drivers who are interested in bidding on summer ESE routes prior to the end of the regular school year. Notice of training availability will be made at least two (2) weeks prior to the beginning of the training.
5. If student enrollment requires a reduction in staff, those lowest in seniority in the district at the school site will be impacted first. Those employees impacted and who worked less than half of the summer school/program session shall be placed above those who worked for the full summer/program session on the eligibility list for the following year.
6. An excused absence for employee illness verified by a doctor's note or for a death of a member of the employee's immediate family cannot be used as rationale to remove a driver from summer school duty.
7. Bus Drivers will be assigned substitute summer driving work using the same procedures outlined in Article 19.2 A and B to create a roster for summer school substitute work. Substitute work will be offered to drivers on the substitute work roster using the procedure outlined in Article 19.2 D.

ARTICLE 19

JOB BIDDING FOR BUS ROUTES

19.1 Provisions applicable to the bidding for school bus routes are as follows:

- A. Bidding seniority is defined as an employee's continuous length of service with the School Board of Saint Lucie County (Letter of Understanding 08/06/09). The current bidding seniority list will be posted.
- B. When a driver takes a route under the bidding process, he must keep the route for the remainder of the school year, unless administratively reassigned. Such reassignment shall not be for arbitrary and capricious reasons.
- C. Substitute driving will not count for seniority.
- D. Only regular school bus drivers will be eligible to bid for open routes.
- E. All routes will be temporarily filled at the beginning of the school year by full-time and substitute drivers. All open routes will be reviewed and posted during the fifth full week of the school year, allowing all employees to bid by seniority for such routes. A meeting for such bidding will be held during the sixth week for all open routes that were posted and open routes will be assigned to the bidder with the most seniority during the open meeting. Successful bidders will take over the accepted bid route no later than Wednesday of the seventh week of school. Any routes vacated by drivers bidding as described above, will be posted as open routes during the seventh week of school to be assigned to the most senior bidders at an open meeting during the eighth full week of school. Successful bidders will take over the accepted bid route no later than Monday of the ninth week of school. Any succeeding open routes will be held in a monthly bid when routes are available for bid.
- F. Establishment of Lock-In: The fall route Lock-In will occur no later than October 31 of each year, but not before the first bid held under Paragraph 20.1. After the fall route Lock-In is completed, all drivers will be guaranteed to be paid for the Lock-In time of the fall route Lock-In calculated on a daily basis until the bus driver's Lock-In is established for the next school year at the next fall route Lock-In. (Ratified 8/2015)
- G. Reduction of Route Time After Lock-In: If the established time for the driver's route is reduced after Lock-In, the driver will continue to be paid the time guaranteed at Lock-In until the driver's time is established for the next school year. The driver will be required to continue to report for work each day at the assigned compound and specified start time in accordance with Department procedures and may be given work to make up the difference in time. In no event will the driver be paid less than his/her full Lock-In time, even if the route time has decreased. Increases in route time will be paid in accordance with current procedures, but will not change established Lock-In time. The driver may choose to accept the revised Lock-In time based on the revised established time for the assigned route. If the revised Lock-In time is chosen and accepted by the driver in

writing, the driver will be guaranteed pay for the revised Lock-In time and be required to report for work each day at the specified start time in the revised Lock-In route. The revised Lock-In time will be the time guaranteed for pay to the driver until the driver's time is established for the next school year. (Ratified 8/2015)

- H. All bus routes which are open as a result of driver terminations or the creation of additional routes during the school year will be subject to the bidding process. Routes will be designated as to the north or south county compound. If a route is permanently vacated by the driver for any reason, it is considered an open route. Drivers bidding seniority will determine who gets the route from those who bid. A copy of all postings shall be issued to the local President of the Union or his/her designee.

19.2

- A. Only school bus drivers who are employed by St. Lucie County School Board Transportation Department may take extracurricular trips that have been requested through the Transportation Department. All field trip assignments will be made by the Director of Transportation/Designee and will be paid at the regular rate of pay. School bus drivers must register each year to take extracurricular trips.
- B. Sign up procedure for field trips*: Requests will be submitted by schools using internet electronic request forms. Upon transmission of requests, the forms are electronically date-stamped in the order in which they are received. Drivers may sign up at any time annually for four (4) field trip rosters; (1) local intra-county field trips, (2) inter-county field trips out of St. Lucie County, (3) an emergency list for 24 hour or less notice field trips, and (4) roster for overnight stay. A copy of the rosters will be posted on the bulletin board. Drivers will be responsible for ensuring their contact information is accurate and up-to-date in the event after hours contact is necessary. As additional field trips are assigned, the rosters will be updated on a daily basis to indicate which drivers have been assigned field trips. It will be possible for any driver to verify where they are on the seniority rotation and when they might expect to receive a field trip assignment by contacting the Director of Transportation/Designee.
- C. Conflict of Field Trips With Regular Routes or Requiring Overtime

If a driver's name comes up on the field trip roster and the next field trip to be assigned will conflict with the regular route schedule (including Middays, Activities, Tutorials, Overloads, Etc.), the driver will be skipped and the trip will be assigned to the next driver on the roster who does not have a conflict. Drivers skipped in the rotation will be assigned the first trip coming available that does not conflict with their route. If it is determined that no regular driver can take the field trip due to route scheduling, the trip will be assigned at the District's option to a substitute or to the next driver on the rotation list. (Ratified 9/2014)

D. Refused Field Trips

When a driver is offered a field trip, this trip must be accepted or rejected at that time. If a driver does not accept a field trip it will be offered to the next driver on the roster. If a driver accepts a trip and then returns the trip within forty-eight (48) hours of the actual trip departure, the driver will be skipped in the next rotation. If a driver accepts a trip but because of an emergency is unable to drive at the time of the actual field trip departure, upon receipt of written statement substantiating the emergency the driver will not be skipped in the next rotation.

*For the purposes of this contract, the terms “extracurricular” and “field” trips shall be defined as the same type of work.

E. Emergency Reassignment of Field Trips

If an applicable field trip becomes available within 24 hours of the trip departure time, the trip will be assigned to the most senior driver on the Emergency Roster. The prohibition of overtime will not apply to this roster. If the driver declines the field trip or is otherwise unavailable, the trip will be offered to the next most senior driver. In the event extra work conflicts with route scheduling and such work would be regularly assigned to a substitute however, no substitute is available; a radio call to all drivers (All Call) may be made up to five days prior to departure date. This work, as well as “last minute” work (departure within two hours) will be assigned solely on proximity and/or timing availability, not by roster. These “All Called Assignments” will be made as equitably as possible.

F. Canceled Field Trips

If a trip is cancelled for any reason, efforts will be made to contact the driver assigned the trip as far in advance as possible. In the event notice is not provided to the driver at least twelve (12) hours in advance of the trip, the driver will be paid for six (6) hours at his/her regular rate of pay.

G. Radio Dispatched Field Trips

All trips will be assigned by 800 mgh radio at pre-announced times. A driver who does not have their radio turned on or who does not respond to a radio field trip call will be skipped and the next driver called. The only exception to this will be if a Request for Repair on the radio has been turned in to the designated persons in the Transportation Department in advance of the attempted trip assignment.

H. Reporting of Field Trip Time

The total time of the field trip must be signed by the sponsor on a form provided by the District. This time may include up to fifteen (15) minutes for pre-tripping and post-tripping the bus. The driver must list the actual bus used for this trip on the field trip form.

I. Field Trip Reimbursement Procedures

Field trip forms for reimbursement are required to be submitted by drivers prior to the second Friday following the actual date of the trip. In no case, may a driver hold a field trip form for longer than this period of time. If a meal is to be reimbursed for out of town field trips which occur during meal times as provided in the collective bargaining Contract, the meal allowance will only be paid if the sponsor signs the form indicating the driver was not provided a meal by either the sponsor or a vendor.

J. Coaches and sponsors employed by SLCSB who have the appropriate license under State law for driving a school bus, may drive in order to transport their own groups on extracurricular trips.

K. Bus Driver Summer School bidding procedure for Bus Routes: Only regular school bus drivers will be eligible to bid for summer school bus routes. Only employees who bid on an ESE route, and who have completed ESE training, can be selected for an ESE Summer School bus route. Employees who bid for these routes will be selected by seniority. All other Summer School non-ESE routes will be selected by seniority.

ARTICLE 20

SENIORITY

20.1 Seniority shall be based upon an employee's continuous length of service with the employer.

ARTICLE 21

LAYOFF, RECALL, AND CONTINUING STATUS

- 21.1 In the event the Board determines to lay off employees, for any reason, they shall be laid off by job classification according to their seniority with the Board.
- 21.2 No permanent employee shall be laid off from any position while any temporary, part time, or probationary annual contract employee is continued in a position of the same class.
- 21.3 In the event any probationary or permanent employee is laid-off he/she will be allowed to become a substitute employee without application if he/she so chooses.
- 21.4 The Union and the employee to be laid off shall be given a written notice of layoff at least 30 days prior to the date of effect.
- 21.5 Laid off employees shall have precedence for recall over new applicants for a period of one calendar year from the date of layoff. Employees recalled within the year will not lose their seniority, however, the amount of time they are laid off will not be credited to them for seniority, retirement and benefit purposes. Employees in layoff status shall be recalled in inverse order of layoff in the same classification so long as they are qualified to perform the work of the vacant position. Notice to a laid off employee regarding the Board's intention to recall that employee shall be by Certified Mail to the last known address as shown in the laid off employee's personnel file. A copy of the recall notice shall also be sent to the Local Union President. If an employee so notified does not give written notice of acceptance of the recall offer within fifteen (15) working days of the attempted delivery of the notice by the post office, it shall be assumed that person has resigned and all rights accrued previously shall be forfeited.
- 21.6 A. The probationary period for newly hired Bargaining Unit employees shall be 120 working days beginning the first day the employee reports for work. Employee terminations which occur during this initial probationary period shall not be subject to the grievance and arbitration procedures set forth in Article 13.
- B. When an employee is promoted or demoted to another position within the bargaining unit, the employee starts a new 90 day probationary period beginning the first day the employee reports to work for the new position. This new probationary period will count towards the employee's three (3) consecutive year annual contract.
- C. After the employee satisfactorily completes the probationary period, the employee will be employed on an annual basis. At the end of each year of annual employment there is no guarantee that the employee will be offered a position for the coming year. If there is a position available for the next year, the employee may be considered for another year. If the employee's services are not going to be renewed, the employee shall be notified in writing that the employee's employment is not going to be renewed for the coming year. Such notice shall be provided to the employee by June 1 for eleven (11) month and twelve (12) month employees and by May 1 for all other employees. Such notice shall include

the reasons for non-renewal. The employee shall have the right to appeal this decision to the Superintendent or his or her designee whose decision shall be final and there shall be no appeal.

- D. After a full time employee completes three (3) consecutive years on an annual contract the employee will be recommended by the Superintendent and approved by the School Board for continuing employment status. An employee with continuing status shall continue from year to year unless the employee resigns or is terminated in accordance with this Contract or law.
- E. If a continuing status employee is promoted to another position within the Bargaining Unit, the employee starts a new probationary period as outlined in Paragraph 21.6 B. If, during the promotional probationary period the employee is found to be unqualified or incapable to perform the duties of the new position the employee will be returned to the employee's former position within the District. If the employee is removed from the promoted position during the promotional probationary period and the employee disagrees with that decision, then the employee may file for an appeal through informal discussion as specified in Article 13.10 and/or the grievance procedure through Article 13.13, Step 3.
- F. While employed, an annual or continuing status employee may not be terminated unless the Superintendent can show just cause. An annual employee has no right to have the annual employment renewed and just cause is not needed to non-renew. An employee terminated for just cause may appeal the termination pursuant to the procedure set forth in Article 13.14 Step 4, Arbitration. If an employee is terminated for just cause disagrees with that decision, then the employee may file for appeal through the informal discussion as specified in Article 13.10 and/or the grievance procedure pursuant to Article 13.13, Step 3. If the grievance is not settled in Step 3 the Union may submit the grievance for Arbitration in accordance with Article 13.14, Step 4 – Arbitration.

ARTICLE 22

RATIFICATION

- 22.1 When a substantive agreement is reached, between the District and the CWA, the CWA shall promptly present the proposed agreement to members of the bargaining unit for ratification. After ratification by the CWA, the agreement shall then be promptly presented to the Board for consideration and ratification. The agreement shall be ratified and adopted in whole and no provision shall become effective until ratified by both parties unless otherwise stated in the Contract.

ARTICLE 23

COMPENSATION

- 23.1 Effective July 1, for the 2020-2021 fiscal year, CWA bargaining unit employees will receive a Step +1% across the board salary increase and add a step #30 equal to 2% step to all CWA salary schedules. This increase does not impact assignments completed during the 2019-2020 summer school plans.
- 23.2 If it is determined that there are additional funds available after finalization of the October FTE, negotiations will resume pursuant to 447. Fla. Stat.
- 23.3 Salary negotiations will be reopened for the 2023-2024, and 2024-2025 fiscal years.
- 23.4 Bus drivers who are required to attend and complete training, and provide services to medically fragile students, or are assigned to a bus route to an Alternative School such as Dale Cassens Education Complex or Pride, will be paid \$915 on a prorated basis.
- 23.5 All employees will be paid in accordance with the current Board Approved Salary Schedules.
- 23.6 Retirement Supplement: Each eligible and retiring member of the CWA Bargaining Unit shall be entitled to receive a retirement supplement of 15% of his/her annual salary exclusive of supplements in one lump-sum at the close of the school year. A retiring employee must qualify for retirement under the Florida Retirement System. In addition, the employee must have no less than twenty-five (25) creditable service under the above mentioned plan and must have a minimum fifteen (15) years creditable services with the St. Lucie County School District. The employee shall be eligible for the bonus only during his/her initial year of retirement eligibility.

In each school year an employee who becomes eligible for the retirement supplement must, by March 1, have completed the necessary application for retirement through the Human Resources Department and resign effective at the end of the regular scheduled work year for that employee. It shall be the responsibility of each employee to determine his/her eligibility for retirement and to meet the above requirements set forth to receive the retirement supplement.

- 23.7 Employees shall receive credit for all prior years of experience for pay purposes provided their prior work is consistent with their new job duties within the same job classification as determined by the Human Resources Department.

ARTICLE 24

UNION REPRESENTATION AND ACTIVITIES

- A. Within thirty (30) days of the signing of this Contract, the Union shall submit to the Superintendent the names of its authorized representatives who will be transacting official union business. In the event that there should be additions or deletions, they shall be forwarded to the Superintendent immediately.

- B. Authorized representatives of the Union may use school facilities at such time that they do not interfere with school activities, provided the authorized representatives have been given such permission and assignment of space by the principal or work location managerial representative, and granted approval by the Superintendent. The Union shall indemnify and save the Board harmless against and from any and all claims, demands, suites, or other forms of liability that may arise out of or by reason of action taken, or not taken by the Board for the purposes of complying with this request.

- C.
 - 1. The Union President and/or Vice Presidents who work for the School Board may request a combined total and receive up to twelve (12) days, six (6) unpaid and six (6) paid, leave per year for him/her, to engage in union business which cannot be performed other than during the normal work day. Such leave may be taken in hourly increments, whole day increments, or in half day increments if it is agreeable to employee's Supervisor. Written request for such leave must be made to the employee's supervisor at least forty-eight (48) hours in advance. (Ratified 9/2014)

 - 2. In addition to the above leave local officers of the Union shall be allowed without pay additional time off only to attend union conventions and schools if such attendance cannot occur other than during the normal work day. However, this leave shall be limited to a group total of ten (10) days during one year for all persons participating. The Union will notify the Board at least five (5) days in advance of such leave time. Such leave shall be in whole day increments only.

 - 3. No more than one employee in any department or classification can be absent under this leave policy at the same time without the permission of the Superintendent or designee. Such permission shall not be unreasonably withheld. Any such leave shall not exceed five consecutive work days.

 - 4. Only actual pay will be charged back to the union for unpaid leaves under this article and there will be no loss of benefits or service for these periods. The CWA will reimburse the Board within ten (10) days after receiving a statement for unpaid leave.

ARTICLE 25

TERMINAL PAY

Terminal Pay

1. In order to encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to an employee under the following conditions:
 - a. At normal or disability retirement, or to the appropriate beneficiary if service is terminated by death, terminal pay for sick leave shall be calculated as follows:
 1. During the first three (3) years of service the daily rate of pay multiplied by 35% times the number of days accumulated sick leave;
 2. During the next three (3) years of service the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
 3. During the next three (3) years of service the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;
 4. During and after the tenth (10) year of service the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.
 - b. During or after the thirteenth (13) year of service, an employee who terminates or retires, or whose service is terminated by death, may receive his/her daily rate of pay multiplied by 100% times the number of days of accumulated sick leave.
2. Accumulated sick leave shall include only the number of days for which the employee earned sick leave days with the School Board of Saint Lucie County. Years of service shall only include service with the School Board.
3. Terminal pay, when paid upon retirement or termination, shall be paid only if the employee is retiring or terminating under favorable circumstances, not if the employee is being dismissed by the Board. Only employees in service or on approved leave at the time of retirement shall receive these benefits.

ARTICLE 26

SICK LEAVE DONATIONS

- 26.1 It is agreed by the District and the Union that employees shall continue to be authorized donated days under Board Policy 6.549.
- 26.2 Pursuant to Florida Statute 1012.61(3), the parties may reconvene at any time to reinstate the Sick Bank.

ARTICLE 27

ALCOHOL AND DRUG-FREE WORKPLACE POLICY

- 27.1 Employees are prohibited from possessing, consuming, or reporting to work or working with the presence of alcohol or drugs in their body as defined by the following laws. The parties agree that the current drug-free workplace and testing policies be expanded by the Board as necessary to comply with the Drug-Free Workplace Program contained in the Workers' Compensation Act, Florida Statute Sections 440.101 and 440.102, and the regulations adopted pursuant to the statute, as well as the Omnibus Transportation Employee Testing Act of 1991, the regulations of the Federal Highway Administration contained in 49 CFR, Parts 40 and 382, et al., Section 234.091, Florida Statutes, and any amendments that may be made to the statutes and regulations.
- 27.2 Reasonable Suspicion Testing: A supervisor/district official (two supervisors and/or district officials when practical and possible) trained in accordance with the requirements of FHWA and Department of Transportation Regulations shall require an employee to submit to an alcohol or drug test when the employer has reasonable suspicion to believe that an employee has violated the district's alcohol or drug prohibitions.

ARTICLE 28

MISCELLANEOUS AND TERM OF CONTRACT

- 28.1 This Contract may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the Board and the Union in writing, signed and ratified by both parties as an amendment to this Contract.
- 28.2 If any provision of this Contract or any application of this Contract shall be found contrary to law, then such provision or application shall be deemed to be invalid and not subsisting except to the extent permitted by law. All other provisions or applicable sections shall continue in force and effect.
- 28.3 This Contract shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Contract.
- 28.4 This Contract shall be effective on July 1, 2023, and shall remain in full force and effect through June 30, 2026.

OFFICIAL CWA GRIEVANCE FORM

NAME _____

SCHOOL/DEPT _____ ASSIGNMENT _____

STEP 1

A. Date, Time, and Place Grievance Occurred _____

*B. Issue Involved: (As well as Contractual Sections Involved) _____

*C. Statement of Grievance: _____

*D. Relief Sought: _____

(Signature) (Date)

*E. Disposition of Immediate Supervisor: _____

(Signature) (Date)

F. Accepted _____ Rejected _____ Appealed _____
(Date) (Date) (Date)

(Grievant's Signature)

STEP 2

*G. Disposition of Department Head/designee: _____

(Signature) (Date)

H. Accepted _____ Rejected _____ Appealed _____
(Date) (Date) (Date)

(Grievant's Signature)

STEP 3

*I. Disposition of Superintendent, or his designee: _____

(Signature) (Date)

J. Accepted _____ Rejected _____ Appealed _____
(Date) (Date) (Date)

(Grievant's Signature)

*If additional space is required for statement, please attach to this form.

WAIVER FOR IRS CODE SECTION 125 CAFETERIA PLAN

The Board and the Association recognize that the tax consequences to individual employees resulting from employee benefit programs such as the Cafeteria Plan is in a state of Congressional debate and uncertainty at the present time. Neither the Board nor the Association assumes any responsibility nor liability for individual tax consequences which may occur as a result of employee participation or non-participation in this benefit program. Each employee is to determine for himself or herself the tax effect of plan participation or non-participation, and no representations nor guarantees are made or implied by either the Board or the Association as to the tax effect or plan participation or non-participation for individual employees.

I have read the above waiver and agree to it as a condition of my voluntary participation in the cafeteria plan.

Signature

Witness Signature

Date

APPENDIX A

CWA BARGAINING UNIT POSITIONS

Bus Driver
Bus Safety Systems Technician
Bus Technician
Campus Safety Monitor
Certified L.E. Security Officer
Certified Bus Technician
Courier
Food Services-Assistant I
Food Services-Baker
Food Services-Cook
Lead Worker Transportation
Maintenance-A/C Technician
Maintenance-Building Automation Technician
Maintenance-Carpenter
Maintenance-Electrician
Maintenance-Equipment Operator
Maintenance-Field & Grounds Specialist
Maintenance-Groundskeeper
Maintenance-Locksmith
Maintenance-Mechanic
Maintenance-Painter
Maintenance-Plumber
Maintenance-Refrigeration Technician
Maintenance-Safety Systems Technician
Maintenance-Site Maintenance Worker
Maintenance-Sr. Appliance Technician
Maintenance-Warehouseman I
Maintenance-Warehouseman III
Maintenance-Warehouseman
Maintenance-Warehouseman Messenger
Parts Assistant
Parts Manger
Security Camera Technician
Security Guard

APPENDIX B

**Letter of Understanding
School Board of St. Lucie County
Communication Workers of America, Local 3181
Regarding Compensation and Health Insurance
for the 2023-2024 School Year
September 14, 2023**

The following is a tentative agreement between the School Board of St. Lucie County and the Communications Workers of America Local 3181 for the 2024 Insurance Plan Year. This agreement is subject to Board approval and ratification.

- The Board will offer employees the Blue Options Plans, currently called 5180/5181, 5192/5193, and 5771. In addition, a new plan will be offered Blue Option Plan 5172/5173. Blue Options 5771 is only available to employees hired prior to January 1, 2014.
- The Board will contribute \$7,218.72 to employees enrolling in the plan of their choice offered by the District.
- The Board will make a one-time contribution of \$750.00 to a Health Savings Account (HSA) in January 2024 to each employee enrolled in an HSA-eligible plan offered by the Board for the 2024 insurance year only.
- For employees whose 2023 prorated HSA contribution stopped on July 1, 2023, the per-pay contribution will continue and be retroactive to July 1, 2023.
- Any ProShare (profit sharing) funds paid to the district for the 2024 plan year will be placed in a separate accounting project, and its use will be negotiated in compensation.


Rick Poulette, President, CWA Local 3181
SLPS


Dr. Rafael Sánchez Jr., Chief Negotiator,


Jorge Rodriguez, CWA Local 3181

APPENDIX C

**Letter of Understanding
School Board of St. Lucie County
Communication Workers of America, Local 3181
Regarding Compensation for the 2023-2024 School Year
October 10, 2023**

The following is a tentative agreement between the School Board of St. Lucie County and the CWA of St Lucie. Both parties agree that providing a competitive wage to employees and addressing the compression in some salary matrixes are our top priorities. This agreement is subject to Board approval and ratification.

To address compression caused by the increase to a minimum of \$15.00 an hour across all salary schedules in 2022-2023, employees will be moved to a new simplified matrix that increases salaries for those employees and groups least impacted by last year's increases.

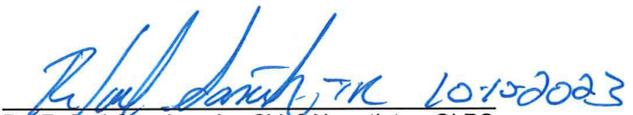
Effective July 1, 2023, for the 2023-2024 school year CWA bargaining unit employees will receive a step (if eligible) plus an amount to equal no less than a 3.5% salary increase. A new step, 33, will be added. A new education lane has been added to each matrix for degrees as follows:

- \$750 for an Associate's degree
- \$1500 for a Bachelor's degree

This increase does not impact any assignments completed during the 2022-2023 summer school plan. A retro amount for time worked beginning July 1, 2023, will be provided once the raise has been completed.

Both parties agree to reconvene for negotiations if additional revenue becomes available for the 2023-2024 school year with a priority on addressing CWA salary schedule concerns related to compression.


Rick Poulette, President, CWA Local 3181


Dr. Rafael Sanchez Jr., Chief Negotiator, SLPS


Jorge Rodriguez, CWA Local 3181

APPENDIX D

Letter of Understanding
School Board of St. Lucie County
Communication Workers of America, Local 3181
Regarding One-Time Bonus
November 3, 2023

The following is a tentative agreement between the School Board of St. Lucie County (Board) and the Communication Workers of America, Local 3181 (CWA) regarding a bonus for the 2023-2024 school year. Both parties agree that it is important to continue our commitment to providing additional compensation for all employees whenever possible.

In order to recognize the loyalty and dedication of all employees during the 2023-2024 school year, both parties agree that all employees who meet the following criteria will earn a one-time, non-recurring bonus:

- All eligible bargaining unit members will receive a one-time bonus of \$1421.46, resulting in a \$1000 (net) take-home bonus.
- Eligible employees are those with a start date on or before November 3, 2023, and who are employed on the date of payout.
- Employees on approved leave at the time of payout and who are otherwise eligible will receive their bonus upon return to duty.
- Bonuses will be paid out no later than December 20, 2023.


Rick Poulette, President, CWA Local 3181


Dr. Rafael Sanchez Jr., Chief Negotiator, SLPS


Jorge Rodriguez, CWA Local 3181

Meeting:

Nov 14, 2023 - THE SCHOOL BOARD OF ST. LUCIE COUNTY - REGULAR MEETING

Category:

Consent Agenda - Human Resources

Subject:

Communication Workers of America, Local 3181, (CWA) Bargaining Unit Contract Approval and Ratification

Type:

Action (Consent)

Recommended Action:

The Superintendent recommends the Board approve and ratify the Summary of Contract Language as agreed to and ratified on November 4, 2023, by the CWA Bargaining Unit, Local 3181, as presented and attached to this agenda.

Description:

Attached is the Communication Workers of America, Local 3181, (CWA) Bargaining Unit Contract which was ratified on November 4, 2023. The term of this Contract began July 1, 2023, and ends June 30, 2026.

Submitted by:

Dr. Rafael Sanchez Jr.
Executive Director of Human Resources

Contact person:

Dr. Rafael Sanchez Jr.
Executive Director of Human Resources

Financial implications:

There is no financial impact to the Board.