

ARTICLE II DEFINITIONS

The following list of terms shall be used in this Agreement and whenever used will refer to the definitions described herein unless otherwise stipulated or described by this Agreement.

Administrative Rules - The body of regulations adopted by the Florida State Board of Education to clarify and implement state statutes which relate to education in the State of Florida.

Agreement - The document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

Bargaining Unit - That group of employees approved by the Florida Public Employees Relations Commission to be appropriate for the purpose of collective bargaining.

Bargaining Unit Member - That employee who is identified in the Public Employees Relation Commission order defining unit members.

Certification - Refers to the designation of PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

Collective Bargaining - The performance of the mutual obligations of public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning terms and conditions of employment except that neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided by Chapter 447, Florida Statutes.

Compensatory Time - ~~Taken off during the work week for time worked over a work week. Arrangements are to be made for time off at the time additional work time is requested.~~

Cost Center - Any entity within the school system which prepares and maintains a budget or any organized unit within a system that requires a budget.

County Public School - All public schools now existing or established in the future which lie wholly within the legally established boundaries for the County of Sumter.

Emergency - Any situation which is not routine or generally anticipated. A supervisor may direct an employee to continue working past normal working hours until the emergency is under control. Arrangements shall be made for compensatory time or overtime pay at the

ARTICLE X VACANCIES, TRANSFERS, REASSIGNMENTS

A. Vacancies

1. A vacancy shall be defined as any permanent newly created position, or any permanent full-time or permanent part-time position authorized to be filled that doesn't have an employee in that position.
2. Posting. All vacant positions shall be posted on the Sumter County School District website for a minimum of ten (10) calendar days prior to filling except in case of emergency. The posting notice shall include the qualifications for the position, its duties, the rate of compensation and the deadline for receiving applications. The only exception to the requirement that vacant positions be posted on the district website shall be for site-specific Summer and After-School programs vacancies, which shall be posted at all affected locations.
3. Vacancies occurring during the school year. Bargaining unit members qualified for any vacant position may apply online for the vacant position prior to the deadline on the Vacancy Notice.
4. Vacancies occurring between school years. Bargaining unit members may apply for any vacant position online prior to the deadline on the vacancy notice. Employees desiring to be informed of any vacancy including promotions or extra-compensation positions occurring during June, July and August shall, prior to June 1, register in writing his/her desire with the personnel office indicating the specific areas of interest and his/her address and provide a self-addressed postage paid envelope for mailing.
5. Unit employees applying for a position outside their classification who meet the minimum qualifications for the position will be interviewed. Similarly, employees requesting a transfer to a position within the classification will be interviewed. New employees may not be assigned to a vacant position until all requests for transfer received by the end of posting have been considered. All things being equal, preference shall be given to applicants from within the school district. Whenever a bargaining unit member has applied for, but has not been selected

ARTICLE XII SENIORITY

- A. For the purpose of Reduction in Personnel, Layoff and Recall, a bargaining unit member working in more than one classification shall have each classification considered separately.
- B. Seniority shall be defined as the length of service within the district, *including time on approved leave*. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- C. For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
1. Custodial
 2. Maintenance
 3. Clerical/Secretarial (Office)
 4. Cafeteria
 5. Aide
 6. Bus Driver
 7. Mechanics
 8. Other
- D. In cases of reduction in force or recall, the employer shall make available a seniority list of the affected classification(s) to the Association.
- ~~E. All notices of job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) work days before the closing date for applications except for emergencies declared by the Superintendent.~~
- EF. Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may be employed with mutual agreement at other work on a job that is operated by the Employer, which he/she can do, without regard to any seniority provision in this Agreement.
- EG. Seniority shall be lost by a bargaining unit member upon termination, resignation, or retirement.

GH. Employee Security

1. In the event of any Reduction in Force this contract shall apply. The Board shall retain the right to reduce the number of positions when done in good faith and for just cause.

ARTICLE XIII WORK YEAR / WEEK / DAY

A. Management will establish the basic workday, work week, work year, and hours of work best suited to provided necessary services to the school system. ~~An employee who is required to work extra hours on any day by his immediate supervisor shall be given compensatory time computed at one and one half (1-1/2) within the same work week except in an emergency.~~

B. Work Schedules

1. Schedule Posting

Employees shall be notified by their Supervisor of work schedules relating to the employee's work hours, days, and year. With the exception of adjustments to work hours resulting from unexpected changes in student service needs, no reduction of any employee's work hours shall take effect until ten (10) workdays after written notice has been provided by the Employer. Affected employees will work normal hours through the 10-day period in the capacity needed.

2. The normal work week for all bargaining unit members is Sunday through Saturday.
3. The workday for bus drivers shall be the necessary time spent transporting students, maintenance of buses at the garage and cleaning of the buses. Employees are expected to spend a minimum of four (4) hours per day with the above duties. Route hours are subject to adjustment based upon student needs.
4. The minimum call back time shall be two (2) hours.

ARTICLE XVII REDUCTION IN RANK, JOB CLASSIFICATION, HOURS AND DAYS

- ~~A. Employees shall not be reduced in rank or job classification without just cause.~~
- ~~B. Any employee reduced in hours, days, rank or job classification, regardless of compensation, may request and receive from the Superintendent or his/her designee reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made in writing within fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the employee was formally notified.~~

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ARTICLE XVIII LAYOFF & RECALL, REDUCTION IN FORCE REDUCTION IN PERSONNEL, HOURS, LAYOFF, AND RECALL

- A. A layoff is a district-authorized decision to temporarily eliminate a position, done in good faith and for good and sufficient reason, which cannot be accomplished through normal attrition, by solicitation of volunteers, or nonrenewal of annual contracts. It is anticipated the position will be filled at some future date. ~~Layoff shall be defined as necessary reduction in the work force within a work year, done in good faith and for just cause, beyond normal attrition due to a lack of funds sufficient to avoid such reduction.~~
- B.
 - 1. The Board shall establish the Job Classification or classifications where layoffs are reduction is necessary. The Union shall be notified five (5) work days prior to any layoff notification to affected employees. No bargaining unit member shall be laid off or have his/her hours reduced pursuant to a necessary layoff ~~reduction in the work force~~ unless said bargaining unit member shall have been notified of said layoff at least fifteen (15) work days prior to the effective date of the layoff. In the event of a necessary layoff ~~reduction in work force~~, the employer shall first layoff the least senioreed bargaining unit members in the job classification on a district basis, with exceptions being made when

specialized training, certificate, or licensure is required for a position. In no case shall an outside applicant be hired into the job classification subject to layoff while qualified employees with necessary skills for the position remain on the recall list. Employees on the recall list shall be interviewed for any position for which they are qualified and have applied. ~~new employee be employed by the employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position. Bargaining unit members whose position have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.~~

- ~~C. In the event of a layoff, the Employer and Association may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and the Association, bargaining unit members may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff. If such an agreement is reached, the form in Appendix 2 will be used.~~
- ~~D. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) work days after written notice to the affected bargaining unit member(s) is given by the Employer.~~

~~E.~~

2. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list by seniority according to his/her job classification. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer as allowed under COBRA ~~if approved by the Insurance Carrier.~~ Laid off bargaining unit members whose most recent evaluation is satisfactory shall be recalled in order of highest seniority, followed by all others in order of highest seniority ~~with the~~

~~most senior being recalled first, [to any position for which they are qualified].~~ In cases of recall where an employee chooses not to return to work he/she forfeits his/her recall rights. Notices of recall shall be sent, by certified mail or other written means, to the last known contact information address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Board of his/her intent to return to work and ten (10) days from receipt of notice, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member reports for work within the ten (10) day period. ~~Bargaining unit members recalled to full time work for which they are qualified, may take said work.~~

- B. Reduction in Force (RIF)** is the elimination of classifications or positions with no intention to reestablish or refill them in the future. Reasons for a RIF may include but are not limited to: improved efficiency, restructuring, job redundancy and financial hardship.
1. The Board shall establish the job classification or classifications where a RIF is necessary. The Union shall be notified five (5) work days prior to any reduction in force notification given to affected employees. No bargaining unit member shall be removed from his/her position pursuant to a necessary reduction in force without notice at least fifteen (15) work days prior to the effective date of the RIF.
 2. An employee who was transferred or promoted into the position which has been reduced and who holds a satisfactory evaluation will be returned to his/her previous job classification, provided he/she has maintained required certification/qualification for the previous position. The employee will be paid at the current rate of pay for the position to which he/she is returned and assigned the same number of hours per day as he/she was assigned prior to his/her transfer or promotion.
 3. Employees whose positions are eliminated due to a reduction in force shall be placed into a hiring pool for up to twelve (12) months from the effective date of the RIF. While in the hiring pool, those who meet the minimum qualifications for a vacant position within

the bargaining unit may apply and shall be granted an interview, As allowable, the District shall maintain fingerprints for employees in the hiring pool. Applicants from the hiring pool who are rehired shall retain their seniority in the district and with a satisfactory evaluation in the first year of employment in the new position shall resume a continuous contract. Sick leave accrued by the employee prior to RIF shall be available to the employee upon rehire. As a RIF is a separation from employment, time in the hiring pool does not count toward seniority. An individual in the hiring pool may be eligible for COBRA and unemployment compensation, and shall not forfeit hiring pool privileges if he/she secures employment outside of the district.

ARTICLE XXII WORKING CONDITIONS

- A. A bargaining unit member shall be responsible to the work site supervisor. In the absence of a work site supervisor, the bargaining unit member shall be accountable for his assigned duties.
- B. It is the obligation of all employees to immediately report any unsafe or hazardous conditions to their immediate supervisor, providing written documentation of the concern at the earliest possible opportunity in writing. The supervisor will document in writing when the unsafe condition has been addressed ~~sign the written statement~~ and the employee will receive a copy. In cases where it is equipment being used, the equipment will not be used until it has been checked by appropriate district personnel. Correction will be made to any equipment evaluated as hazardous by appropriate district personnel prior to resumption of its use.
- C. The Employer shall provide without cost to the bargaining unit member the following:
1. First aid kits and materials in all work areas.
 2. Adequate safety equipment as provided by law.
 3. Manufacturer or facsimile labels for any container used for chemicals.
- D. **Non-certificated Personnel**
- The duties of non-certificated personnel shall be confined solely and exclusively to supportive duties within the school district. However, non-instructional employees may

serve as permanent substitutes, manage in-school suspension and time-out rooms, and support the school in activities in which an educator's certificate is not required.

- E. All employees shall be given appropriate training and instruction in the proper use of equipment and supplies to be used in the performance of their assigned duties. Training will be provided by the direct line supervisor, i.e., head custodian, food service manager, assistant maintenance chief, etc.

F. Additional Working Conditions for Bus Drivers

1. Only State and County Qualified bus drivers, employed by the district, shall drive buses on extra trips. All drivers are responsible for returning buses in the same condition in which they were received. Bus rules adopted by the School Board as policy will apply to all bus trips.
2. Should the driver consider any portion of his/her route hazardous, he/she shall so report to his/her supervisor and every effort shall be made to alter the route or correct the situation to eliminate such hazards. The route shall be altered to eliminate such hazards, if not corrected.
3. All extra trips will be assigned on a rotating basis. A list for the North and South attendance areas based on seniority will be developed during the first week of school and the first week in January consisting of those State and County qualified drivers who indicate that they are interested in "extra trip" duty. All persons submitting their name to be included shall be expected to take the trip when their name reaches the top of the rotating list. Trips that fall under a single classification e.g. football trips, band trips, etc. will be grouped by school, and one driver (with the greatest seniority) from the rotating list will be assigned all such trips for the year. All group trips shall be assigned to a driver with the greatest seniority as expeditiously as possible after receipt of a group schedule in the Transportation Office. The procedure will start with the most senior driver who does not have a group trip assignment for the year. A driver will remain on the rotating list in their seniority position until that driver selects a group trip. Only after the selection of a group trip will the driver move to the bottom of the rotating list. In the event an activity is canceled after a group trip assignment has been made, the person(s)

assigned those trips will move back to their seniority position on the rotating list. If a group trip is added after group assignments have been completed, the trip will be assigned to the next senior person on the rotating list of extra trip drivers. After once offering the group trip to the entire rotating list of extra trip drivers not already having a group trip assignment, the group trip will be offered to drivers (starting with the most senior driver) who have received prior group trip assignments. In the event no driver accepts an extra trip during a full rotation through the seniority list, management will notify drivers via radio and telephone of the unclaimed trip. The first driver to accept the unclaimed trip will be assigned without losing their position on the seniority list for future assignments. Clock time will coincide with beginning mileage for trips. Field trips will not begin prior to 8:30 a.m. except in case of emergency. Drivers are expected to provide one week notice if they will be unable to drive any extra trip awarded them.

4. Drivers shall make such reports as may be required by law and the School Board according to the schedule furnished by the Transportation Chief.
5. Principals shall notify bus drivers in writing of students assigned to their bus who have been expelled, suspended or transferred from school or the effective date of change.
6. Discipline forms shall be furnished to the bus driver and shall be used to report students who misbehave. Four (4) copies of this form will be given to the Principal and a copy shall be retained by the bus driver. It shall be the responsibility of the Principal to send one (1) copy to the parents. Bus drivers' recommendation of disciplinary action will be taken into account and action shall be taken by the Principal to improve the situation. Should appropriate action not be taken after three (3) written reports on a student the bus driver shall have the right to meet with the Principal, Transportation Chief and Director of Transportation during the driver's duty time, if possible. When discipline problems of a student become persistent or severe, the driver shall notify the principal who shall consider suspension or expulsion from the transportation system privileges for that pupil.
7. When it is necessary for a student to ride a bus other than his/her regular

assigned bus, or be allowed to depart the bus at a stop other than their regular assigned stop, a form from the principal's office authorizing the change shall be given the driver.

8. Bus drivers shall not be required to transport more passengers than specified in Federal Standard 17.
9. Only State and County qualified bus drivers shall operate buses to transport students.
10. All new and/or vacated routes shall be advertised. For such positions during the school year, the position will be announced through bus radios for three

ARTICLE XXVIII TERM AND CONDITIONS OF AGREEMENT

This Agreement shall be effective as of July 1, ~~2021~~²⁰⁴⁵, and shall continue in effect through June 30, ~~2024~~²⁰⁴⁸, and shall supersede any contract presently in force. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Both parties agree that negotiations of a successor Agreement shall begin at least sixty (60) calendar days prior to the termination date of this Agreement, but no sooner than ninety (90) days prior to the termination date. However, either party may, by providing notice to the other party, meet to discuss items each year within the term of the contract. Any item or Article of this contract may be reopened to negotiations and/or discussion upon mutual agreement of both parties.

The parties agree to operate under a collaborative bargaining process and to discuss items proposed by both parties.

Should any provisions of this Agreement be declared illegal by a Court of competent jurisdiction or as a result of State or Federal Legislation, said provision shall be automatically modified by mutual Agreement of the parties to the extent that it violates the laws, but the remaining provisions, shall remain in full force for the duration of the Agreement.

APPENDIX 3 **CLASSIFIED SALARY SCHEDULE**

SALARY SCHEDULE INFORMATION

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Stipend - Effective January 1, 2009, the stipend rate shall be the prevailing minimum wage.

Travel - When approved by the Superintendent, employee travel in their own vehicle may be paid in accordance with the rules established by law, School Board Policy, and State Board Regulations.

Summer School Employees - Classified employees who perform services in the summer, an extension of the 180 day school program, shall be paid on the basis of the Salary Schedule for that school year.

Extra Bus Trips Pay - The rate of pay for bus drivers who are assigned an extra bus trip ~~for pay~~ shall be paid at the prevailing minimum wage according to the following schedule: \$9.00 per hour, based on .25 hour increments for time behind the wheel, \$9.00 per hour, based on .25 hour increments for and standby time, plus per diem for over-night trips. If, however, the driver is required to miss either his/her regular morning or afternoon run in order to drive an extra trip, the driver will be paid at his/her hourly rate for their regular route time and any additional driving time, if any, ~~will be paid at the \$9.00 per hour rate and any standby time will be paid at the prevailing minimum wage \$9.00 per hour rate.~~ The exception to the special rate of pay shall be trips driven in the summer for outside entities which shall be paid at the driver's regular hourly rate. Payment shall be received from the District Office and all deductions, including IRS and Social Security shall be withheld as required by State and Federal Law and Rules. The SCESP and management shall jointly explore ways of securing tickets to destination entrance.

Overtime Pay or Compensatory Time - Employees who are directed by their immediate supervisor may be required to work more than forty (40) hours per work week in cases of emergency. ~~A work week is defined as beginning at 12:01 a.m. Sunday through Saturday at 12:00 midnight at the following week with the normal work days being Monday through Friday.~~ In the event employees are required to work more than forty (40) hours in a work week, the rate of pay or compensatory time for hours over forty (40) shall be computed at 1 1/2 times regular rate. Prior to commencing overtime work, the employee must have written authorization from the immediate supervisor. Forty-hour work week employees called in for work on weekends, paid holidays, or unpaid holidays denoted on the adopted calendar will be awarded 1½ time compensatory time. Compensatory Pay for hours worked over forty (40) hours in a work week

shall be awarded at the discretion of the supervisor. Compensatory time shall be scheduled for a mutually agreeable time.

Helper Reclassification - Following completion of one year with satisfactory evaluation and verification of competencies by the supervisor, a helper will be advanced to the semi-skilled job classification, pay grade 3. This procedure does not apply to the career ladder helpers.