

AGREEMENT

BETWEEN

THE FRANKLIN COUNTY SCHOOL BOARD

AND

**THE FRANKLIN EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION, FEA-NEA FOR
2003 – 2006**

TABLE OF CONTENTS

ARTICLE

I	AGREEMENT	3
II	RECONGNITION	3
III	NEW CLASSIFICATION	3
IV	JOB SPECIFICATION	3
V	PAYROLL DEDUCTION	3
VI	GRIEVANCE PROCEDURES	4
VII	UNION-MANAGEMENT COMMITTEE	6
VIII	CONVENTION COMMITTEE	7
IX	UNION REPRESENTATIVES AND SITE REPRESNENTATIVES	7
X	BULLETIN BOARDS	8
XI	REST BREAKS	8
XII	WORK RULES	8
XIII	SENIORITY RECOGNITION	9
XIV	PROMOTIONS	10
XV	PROBATIONARY PERIOD	10
XVI	OVERTIME	11
XVII	SICK LEAVE	11
XVIII	ILLNESS OR DISABILITY OCCURING DURING VACATION	13
XIX	INSURANCE	13
XX	PAY PLAN	13
XXI	LAY OFFS	13
XXII	CONTRACTING & SUBCONTRACTING OF PUBLIC WORK	14
XXIV	SAVINGS CLAUSE	14
XXV	PAID HOLIDAYS	15
XXVI	SPECIAL ACTIVITIES PAY	15
XXVII	AUTOMOBILE ALLOWANCES	15
XXVIII	PERSONAL LEAVE	16
XXIX	ANNUAL LEAVE	16
XXX	SUMMER SCHOOL WORKERS/EXTRA PAY	16
XXXI	TEMPORARY DUTY FOR SCHOOL ADVISORY	17
	TERMS OF AGREEMENT	17

APPENDIX	SUMMARY
APPENDIX A	GRIEVANCE FORM
APPENDIX B	DUES DEDUCTION FORM
APPENDIX C	EMPLOYEE OVERTIME PAYMENT APPROVAL FORM
APPENDIX D	TERMINATION OF UNION MEMBERSHIP
APPENDIX E	LEAVE FORM
APPENDIX F	SALARY SCHEDULE
APPENDIX G	JOB DESCRIPTIONS

ARTICLE I

AGREEMENT

This Agreement between the Franklin County School Board (Hereinafter Referred to as the “Employer” and the Franklin Educational Staff Professional Association) Hereinafter Referred to as the “Union”), to be effective upon ratification by the unit Membership and upon approval by the Employer.

ARTICLE II

RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions as provided in Chapter 447, Florida Statutes, for those employees in the unit described below.

Included: All Non-instructional Employees in the following positions: Janitor, Paraprofessional, Lunchroom Worker, Bus Driver, Maintenance Worker, Bookkeeper, Attendance Officer, Night Watchman, and Secretaries, and District Clerical Aide.

Excluded: All other employees of the Franklin County School Board including the Finance Officer, Fiscal Specialist, Personnel & Property Specialist, Projects Specialist, Secretary to Superintendent, Food Service Secretary.

ARTICLE III

NEW CLASSIFICATION

It is agreed by both parties that as new classifications are created by action of the Employer, the question of inclusion or exclusion with this Agreement shall be determined by comparability with the attached list of position classification and the employee designation.

ARTICLE IV

JOB SPECIFICATION

The employer agrees that each employee covered by this Agreement shall be assigned specific classification to which each classification will have a written job specification outlining the duties.

ARTICLE V

PAYROLL DEDUCTION

The Board shall deduct from the pay of each employee all current membership dues of the local Union, provided that at the time for such deduction there is in the possession of the Board a written

authorization for dues deduction, executed by the Employee, in the form and according to the terms of the dues deduction authorization established by the Board and Union.

The Union shall certify the amount of dues to be deducted from each employee's salary for the current school year.

Authorization Cards will be furnished by the Union and approved by the Board.

1. An Employee may authorize dues deduction by presenting an Authorization Card to the Board on or before September 1st. The Annual Membership dues will be deducted from the Employee's monthly paycheck then (10) equal installments beginning with the September check.
2. Any Employee after September 1st may authorize dues deduction by presenting an Authorization Card to the Board. One tenth (1/10th) of the Annual Membership dues will be deducted from the month of authorization through June of that fiscal year.
3. All dues deducted by the Board shall be remitted to the Union in ten (10) monthly installments within ten (10) working days after the close of the payroll period.
4. The School Board will pay the pay the cost incurred to provide authorization dues deduction.
5. Such payroll deductions authorization shall continue in effect from year to year thereafter unless revoked in writing by the Employee.
6. The Union shall identify and save harmless the Board from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit resulting from any action taken or omitted by the Board for the purpose of complying with the provisions of this section.

ARTICLE VI

GRIEVANCE PROCEDURES

- A. Any claim by a member of the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that any Employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by the Union Represented.
- C. The filing of a grievance must take place within thirty (30) days of the occurrence of the alleged grievance within (30) days of when the employee knew or should have known of the event, which gave rise to the grievance.

- D. If, after the informal discussion with the immediate supervisor, a grievance still exists, the following formal grievance procedures may be invoked through the union. The grievant shall obtain a grievance form (Appendix A) from the work site Union Representative, complete and sign the form and submit the form as provided in Step I of this procedure.

STEP I:

The Grievant shall submit to the immediate supervisor, a copy of the completed form. If the grievance involves more than one school building it shall be filed with the Superintendent or his/her/ designee. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet informally with the grievant and Union Steward in all effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing with five (5) working days, after such meeting, and shall furnish a copy thereof to the union.

STEP II:

If the grievant, represented by the union, is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance shall be submitted to the superintendent. Within then (10) calendar days the superintendent or his/her designee shall meet with the grievant and the union steward and shall indicate the disposition of the grievance in writing five (5) calendar days of such meeting and shall furnish a copy thereof to the union.

STEP III:

If the grievant and the union are not satisfied with the disposition of the grievance made by the superintendent or his/her designee, or if no disposition has been made within five (5) calendar days of such meeting the grievance shall be transmitted, at the option of the union, to the Board by filing a copy with the chairperson of the Board. The Board at its next regular meeting or at special meeting (but not earlier than seven (7) days after filing of the grievance, shall meet with the grievant and the Union representative on the grievance. The disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days of such meeting.

STEP IV:

If the union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period above provided, the grievance may be submitted to arbitration. The grievant or the Union will notify the Board that the grievance may be submitted to arbitration and a request for arbitration will be submitted to the American Arbitration Association by the Union, or by the grievant if he/she desires to go to arbitration with out the Union. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The Board and the Union shall not be permitted to assert in such arbitration proceeding and ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

- E. The Board and the Union shall share equally the fees and expenses of the Arbitrator.
- F. The time limits herein provided shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 14 of any year and strict adherence to the limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the school term or as soon thereafter as possible. Whenever illness or other incapacity of the parties prevent attendance at the Grievance Meeting, the time limits shall be extended to such time that the parties can be present when such grievance meeting and conferences are held during school hours, all employees whose presence is required shall be excused with pay for that purpose.
- G. Adjustments of any grievance as described herein shall be consistent with the provisions of this agreement
- H. All employees will be entitled to fair, reasonable and equitable treatment. An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
- I. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of contract, the aggrieved shall be reinstated with full reimbursement of all professional compensation lost. If any employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to the employee.
- J. Nothing in this article shall be construed to prevent any grievant from presenting, at any time, his own grievances, in person or by legal counsel to the employer, and having such grievances adjusted without the intervention of the Union, provided however, that if such grievant chooses to represent himself, he shall do so in accordance with the provisions and procedures outlined in this contract.
- K. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- L. During the process period of a grievance, the grievant shall continue to follow the directions of his/her immediate supervisor until such time as the grievance is settled.

ARTICLE VII

UNION-MANAGEMENT COMMITTEE

- A. Members of the Committee shall be designated by the union (not to exceed) (3) to meet with the members of a committee designated by the employer (not to exceed three (3)). The Union

membership of such committee shall consist of persons within the position classifications covered by the Agreement.

- B. Such meetings shall be held at the request of either party by giving in writing the subject to be discussed and at least five (5) working days notice in advance. These meetings shall be held at a time and place mutually agreed upon.
- C. The purpose of these meetings will be to discuss problems and objectives of mutual concern, not involving grievances.

ARTICLE VIII

CONVENTION COMMITTEE

- A. The employer agrees to grant two elected Union Representatives of the Union herunder four (4) consecutive days off without loss of pay to attend the Annual FEA and /or NEA conventions.
- B. In case of an emergency condition any maintenance personnel elected as Union Representative shall be replaced from another classification by an alternate selected by the Union.

ARTICLE IX

UNION REPRESENTATIVES AND SITE REPRESNATIVES

- A. The Union shall have the right to select employees from within its groups to act as Union Representatives. The names of the employees selected as representative shall be certified in writing to the employer. It is agreed to and understood by the parties to this agreement that there shall be one Union Representative for each location of the employer and each facility.
- B. A duly authorized Union Representative or the Representative of its respective affiliate shall be permitted access to school properly to investigate working conditions, worker complaints, and problems, in response to specific complaints provided that they make their presence and the nature of the business known 24 hours prior to entering the building or premises, provided that this shall not interfere with or disrupt normal work productions. When it becomes necessary for a Union Representative to investigate during the working day, specific complaints to determine if a grievance exists, a time without loss of pay, may be scheduled with his/her immediate supervisor.

ARTICLE X

BULLETIN BOARDS

- A. A Bulletin Board provided by the Union for general posting of meetings and General Union letters maybe placed at each work site with location approved by the Principal/Immediate Supervisor.

ARTICLE XI

REST BREAKS AND LUNCH PERIOD

All employees work schedules shall provide two (2) fifteen minute rest breaks, one in the first half of the work day and one in the second half, the only exceptions to this shall be:

1. Bus drivers who work approximate two (2) hours in the morning and two (2) in the afternoon.
2. Teacher paraprofessionals whose rest breaks will coincide with teacher breaks based on student schedules.
3. Lunchroom workers whose food preparation schedules often will not allow for two (2) fifteen-minute breaks. The workday is reduced by 30 minutes with the workday ending at 2:00 p.m. rather than 2:30 p.m.
4. Employees shall have a minimum thirty (30) minute duty free lunch period each day.

ARTICLE XII

WORK RULES

- A. Except as this agreement shall hereinafter otherwise provide, all written terms and conditions of employment in effect at the time this agreement is signed, as established by the rules, shall continue to be so applicable.
- B. Union will be given the opportunity to discuss any proposed rule change prior to being adopted by the Board, except in case of an emergency.
- C. The employer further agrees to furnish each employee in the bargaining unit with a copy of this contract and his/her job description. New employees shall be provided with a copy of his /her job description at the time of employment.
- D. Detailed worked schedules and procedures in accordance with job description for each classification adopted by the School Board shall be explained to each employee by his/her immediate supervisor. Such work schedules shall be strictly adhered to by the employee.

- E. All employees shall sign in and out of their respective work site: starting and ending of work day, and at any time they leave the work site during the day: except that bus drivers shall sign in upon completion of the morning run. During the work day the employee must also have the approval of his/her immediate supervisor or his/her designee and give reason for departure.
- F. All personnel shall participate in all district in-service related to their job responsibility as determined by their immediate supervisor.
- G. All personnel shall remain at their workstations, be actively engaged in their prescribed work, refrain from doing any personnel work and making or receiving any personal calls or visitors.
- H. When emergencies arise, an employee may be granted permission to leave the work site by his/her immediate supervisor. Such time missed must be made up when not covered by leave.
- I. Any employee who takes leave without proper notification as prescribed in School Board Policies shall be charged personal leave for such time.
- J. Any employee who reports to work late shall be given a warning by his/her immediate supervisor. On the third such tardy an official reprimand shall be given to said employee. Upon the fourth such tardy the employee shall be docked one-half (1/2) days pay.
- K. Any employee requiring a substitute (bus driver, custodians, lunchroom workers, paraprofessionals) who does not report to work by 15 minutes after the beginning of the workday, a substitute shall be called and the employee will be docked a half days pay. If the employee does not notify the principal or immediate supervisor one hour before mid-point of the workday that he/she will report for the afternoon session, he/she will be docked a full days pay.

ARTICLE XIII

SENIORITY RECOGNITION

- A. Transfers – Transfers within the unit, including transfers from one facility to another and working hours, shall normally be covered by classification seniority and job qualifications. The opportunity to transfer shall be offered to employees in seniority order, commencing with the most senior to the least senior to the least senior employee. In the event that no employee volunteers to transfer, the position or positions may be filled by assigning the lowest person on the classification seniority list with necessary job qualifications. Exceptions to this seniority process may be made in those instances where it is mutually determined to be in the best interest of both the employer and the employee, failure to observe the procedures outlining above, in cases where it is not mutually agreed upon, or any other arbitrary transfers shall be grievable, under the grievance procedures set forth in the agreement. Positions to be filled by transfers will be advertised (internal) for a minimum of ten working days.

- B. Vacation – Choice of vacation periods and days off shall normally be based on classification seniority within the work units.

ARTICLE XIV Promotions (or transfers outside current classification)

All promotions (or transfers outside the current classification) to positions within this bargaining unit shall be accomplished in the following manner:

1. Advertisement shall be internal first, then outside the system. Advertisement will be for a minimum of ten working days.
2. Anyone who wants to apply for a position must do so in writing by completing an application form and submitting it to the district personnel office prior to the deadline.
3. Criteria to be considered for selection includes, but is not limited to, the following:
 - Length of service in the district.
 - Qualifications (All applicants will be considered based upon the same qualification standards. Where the level of qualifications possessed by individuals are equal, preference will be given to current employee.)
 - Length of service within class, i.e. school food service, clerical, etc.
4. Every employee, regardless of position, shall have the opportunity to apply for any position. Discrimination on the basis of race, national origin, sex, handicap, or marital status is prohibited.

ARTICLE XV

PROBATIONARY PERIOD

- A. An employee that has completed six (6) months continuous service (which may be extended by mutual consent of the Board and Employee) shall be considered a permanent employee, the months of June, July and August will not be used to compute the probationary period.
- B. An employee on permanent status may be dismissed or not re-employed for good cause.

ARTICLE XVI

DISCIPLINE

Disciplinary actions which could result in suspension and/or dismissal will be for good cause and pursuant to State Board Rules and Florida Statutes.

ARTICLE XVII

OVERTIME

It is agreed to and understood by the parties to this agreement that employers with position classification as herein specified, will work necessary overtime in cases of emergency as determined by the immediate supervisor and/or District Superintendent. Such overtime shall be compensated at the rate of one and one-half times the regular hourly rate of pay after the regularly scheduled workday. Saturday, Sunday and holiday overtime will be paid only after authorization form (Appendix C) is properly completed and a copy given to the employee prior to such overtime assignment.

It is agreed and understood by the parties to this agreement that:

1. The standard work week commences at 12:01 a.m. of each Monday and ends at 12:00 (midnight) the following Friday.
2. The standard number of working hours during any standard workday shall not exceed 8 hours a day.
3. The standard number of working hours during any standard workweek shall not exceed forty (40) hours.
4. No employee shall receive compensatory time unless by mutual agreement between the employee and supervisor, (it is understood and agreed that compensatory time is on an hour-for-hour basis).

ARTICLE XVIII

SICK LEAVE

- A. Regular full-time non-instructional personnel shall earn one (1) day sick leave for each month of employment. Sick leave shall be cumulative from year to year. No limit shall be placed on the number of days an employee may accumulate.
- B. Any employee, upon the request of the immediate supervisor, verify sick leave with Doctor's excuse up to five days. Thereafter, a Doctor's excuse is mandatory.

- C. Non-instructional personnel who are unable to perform duty because of illness (or death) of Father, Mother, Sister, Husband, Wife or Child, or other close relative, and has to be absent from work shall be granted leave of absence for sickness by the Superintendent in accordance with Florida Statutes 1012.61.
- D. Any non-instructional employee, who finds it necessary to be absent from his position, as prescribed herein, shall notify the Superintendent or someone designated by him before his absence of as soon as possible during emergencies. Any member of the non-instructional staff, before receiving compensation for sick leave, must complete and file, with his/her immediate supervisor an adopted sick leave form and medical certificate if required.
- E. Full-time employee shall be credited with six (6) days of sick leave as of the first day of initial employment and shall thereafter be credited with one day of sick leave for each month of employment up to a grand total for the fiscal year of one day of sick leave for each month of employment. However, when an employee is terminated within the first year of employment with the School Board: that employee shall be docked a day's pay in the last paycheck of each day of sick leave taken which exceeds the number of months worked.
- F. Terminal pay for accumulated sick leave will be paid to any full time employee upon retirement from the District School Board. If termination of employment is by death of employee, any terminal pay to which the employee may have been entitled may be made to his or her beneficiary, however, such terminal pay shall not exceed an amount determined as follows:
 - 1. During the first three (3) years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
 - 2. During the next three (3) years of service, the daily rate of pay, multiplied by 40 percent 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 percent times the number of day's accumulated sick leave.
 - 4. During and after the 10th year of service, the daily rate of pay multiplied by 50 percent the number of days accumulated sick leave.
 - 5. During and after the 13th year of service the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave. F.S. 1021.61 attached.

ARTICLE XIX

ILLNESS OR DISABILITY

OCCURRING DURING VACATION PERIODS

Should an employee on vacation become sick or injured, his department shall charge such period of sickness or disability to sick leave provided the employee notifies his/her immediate supervisor as soon as possible as the time of such illness or disability and furnishes upon his/her return a written report of attending physician confirming such sickness or disability.

ARTICLE XX

INSURANCE

The Board shall continue to provide health insurance, with no less benefit than provided during 1990-91 school year, without cost to the employee.

ARTICLE XXI

PAY PLAN

The pay schedule negotiated in this agreement and ratified by the parties shall be strictly adhered to and each employee shall be paid in accordance with the pay schedule. Initial placement on the schedule shall be based on experience in the area as determined at the time of employment. Employees shall advance on the pay schedule for each year's service on each July 1 until the maximum is reached. The salary schedules are in Appendix F.

ARTICLE XXII LAYOFFS

When a shortage of funds or work, or a material change in the duties or organization of a department necessitates that employees be laid off, the following procedures will be followed:

- A. The Employer agrees to provide a layoff list to the Union at least five (5) days before any action is taken.
- B. Layoffs shall be accomplished without prejudice.
- C. Layoffs shall be by classification, with seniority in the district establishing the order of layoff.
- D. No new employee shall be hired to fill a permanent position until all qualified laid-off employees have been offered the position. Recall shall be by seniority in the District, providing laid off employee is qualified for the opening.

ARTICLE XXIII

CONTRACTING AND SUBCONTRACTING OF PUBLIC WORKS

During the term of this agreement, the employer shall not contract out or subcontract any public work performed by employees covered by this agreement that would eliminate a job classification.

ARTICLE XXIV

GENERAL PROVISIONS

- A. The employer agrees that there shall be no disciplinary action of coercion against any employees because of Union Membership or Non-Membership.
- B. The parties to this agreement agree that there shall be no strike, walkout or work slow down directly or indirectly sponsored by the Union or its membership and there shall be no lock-out of the employer during the period of this agreement.
- C. During the term of this agreement, any article or articles may be reopened by mutual agreement between the representatives of the Franklin Educational Staff Professional Association and the Board.

ARTICLE XXV

SAVINGS CLAUSE

- A. Except as this agreement shall hereinafter otherwise provide, all written terms and conditions of employment in effect at the time this agreement is signed as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable.
- B. Should any part of this agreement or any portion therein contained be rendered or declared illegal, invalid, or unenforceable by Court of competent jurisdiction, or by the decision of any authorize Government Agency, such invalidation of such part or portions thereof. In the event of such occurrence the parties agree to meet immediately, and if possible to negotiate substitute provisions for such a parts or portions rendered or declared illegal or invalid. The remaining parts and provisions so for this agreement shall remain in full force and effect.
- C. Any delays in the signing of this agreement after ratification by the Union membership and approval by the Employer shall not defer the implementation date as it affects the distribution of the benefits and provisions provided by this agreement.

ARTICLE XXVI

PAID HOLIDAYS

- A. The following paid holidays shall be recognized for all twelve (12) month employees. Employees will be eligible for these holidays when they occur during their work contract.

Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving

Four (4) days during Christmas-New Year period of which Christmas and New Year will be counted in the eight (8) days.

- B. Thanksgiving, Friday after Thanksgiving, December 24 and December 25, will be recognized as paid holidays for nine (9) and ten (10) month employees covered by this agreement.
- C. If the holiday falls on Saturday, the immediately preceding Friday shall be a paid holiday. If a holiday falls on a Sunday, the following Monday shall be a paid holiday.
- D. Any and all additional paid holidays that the School Board may grant during the time of this agreement.

ARTICLE XXVII

SPECIAL ACTIVITIES PAY

Custodians and food service workers working any special activity shall be paid at the rate of time and a half by the club/activity using the facility. The School Board is not responsible to make these payments but will require the club activity to agree to this as a condition to use the facility.

ARTICLE XXVIII

AUTOMOBILE ALLOWANCE

A designated employee at each site who is required to use his/her automobile for School Board business shall be compensated for such travel at the current rate established by the Board. Such mileage reimbursement shall not include routine travel to and from the employee's home and an assigned work location. Travel vouchers will be submitted quarterly. Travel reimbursement in the amount of \$15.00 or less will be submitted the following quarter.

ARTICLE XXIX OTHER PAID LEAVE

A. PERSONAL LEAVE

Each employee shall be credited with six (6) days to be used for the employee's personal business. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify the supervisor at least one (1) day in advance except in emergencies. Personal leave will be deducted from sick leave.

B. ASSOCIATION LEAVE

Up to twenty (20) days shall be available, collectively, for representatives of the Association to attend conferences, conventions or other activities of the local, state and national conventions or other activities of the local, state and national affiliated organizations. Such leave shall be approved in advance by the principal.

C. BEREAVEMENT LEAVE

Employees may be granted up to three (3) bereavement days per year for the death of a member of the immediate family, immediate family shall mean spouse, father, mother, sibling, and child.

ARTICLE XXX

ANNUAL LEAVE

All non-instructional personnel employed on a 12-month basis shall be entitled to annual leave cumulative from year to year in accordance with Florida Statutes.

The annual leave allowances shall be one (1) work day per month for employees who have not been employed in Franklin County for five (5) years; one and one-fourth (1 $\frac{1}{4}$) work days per month for employees who have been employed in Franklin County more than five (5) years but less than ten (10) years; one and one-half (1 $\frac{1}{2}$) work days per month for employees who have employed in Franklin County more than ten (10) years; one and three-quarter (1 $\frac{3}{4}$) days per for employees who have been employed in Franklin County more than fifteen (15) years. Credit for annual leave will be posted as of the last day of each month. Annual leave fro an individual shall be scheduled so there will be a minimum disruption of the school system. All personnel may carry forward from year to year accumulated annual leave up to a maximum of forty (40) days, F.S. 1012.22 (2).

ARTICLE XXXI

SUMMER SCHOOL WORKERS/EXTRA PAY

When summer schools are held in more than one locations there will be no per hour increase for custodians and one location there will be no per hour increase for custodians and secretaries on duty in schools where summer school programs are held.

ARTICLE XXXII

TEMPORARY DUTY FOR SCHOOL ADVISORY COMMITTEE MEMBERS

Educational support personnel representatives who serve, as members of the School Advisory Committee (SAC) will be given temporary duty leave to attend SAC meetings held during work hours.

TERMS OF AGREEMENT

- A. This agreement shall continue until June 30, 2006. Contract may be re-opened annually, allowing each side to present up to two contract articles plus salary and benefits and/or any negotiations necessary to accommodate changes in law.
- B. It is further understood that on or about June 1 of each year the parties shall meet to begin negotiations on amendments to this agreement. This shall be negotiated in keeping with the rules and applicable law. However, during said negotiations, the provisions of the agreement shall continue in force and effect.
- C. The parties agree to reopen the salary schedule, insurance, two articles of each parties choice an any articles or issues affected by legislative decisions made by the Florida Legislatures.

JOB SPECIFICATIONS

JOB TITLE: Attendance Assistant

JOB GOAL OR OBJECTIVE:

DUTIES:

The duties and responsibilities of the attendance assistant shall be exercised under the direction of the superintendent and shall be as follows:

- a. Maintain records-Pupil accounting records, unless maintained by other assigned by the superintendent, shall be kept by attendance assistants. These records shall be on forms approved pursuant to regulation of the State Board.
- b. Investigate non-enrollment and unexcused absences – In accordance with procedure established by the State Board, attendance assistance shall investigate cases of non-enrollment and unexcused absences from school of all children within the compulsory school age.
- c. Give written notice-Under the direction of the superintendent, the attendance assistant shall give written notice, either in person or by registered mail, to the parent when no valid reason is found for a child's non-enrollment or absence from or absence from school, requiring enrollment or attendance with 3 days from the date of notice. If such notice and requirement should be ignored, the attendance assistant shall report the case to the superintendent, and that official as hereinafter provided shall take such steps as are necessary to bring criminal prosecution against the parent, guardian, or other person having control.
- d. Return child to parent—The attendance assistant shall visit the home or place of residence of a child and any other place in which he is likely to find any child who is required to attend school when such child shall have been found, shall return him to his parent or to the principal or teacher in charge of the school, or to private tutor from whom absent.
- e. Visit home-The attendance assistant shall visit promptly the home of each child of school age in his attendance district not in attendance upon the school and of any child who should attend the Florida State School for the Deaf and the Blind, and who is reported as not enrolled in that school or as absent without excuse. If no valid reason is found for such non-enrollment or absence from such school or schools, he shall give written approval of the president of the Florida State School for the Deaf and the Blind before he directs or request the parents of any child to take or send such child to that school. Ten days notice must be given in the case of a child who is ordered such requirement, the attendance assistant shall report the same to the superintendent, and that official shall proceed to take such action as of prescribed in S.1003.27.

- f. Report to the Division of Labor – The attendance assistant shall report to the Division of Labor or the Department of Commerce or to any person acting in similar capacity who may be designated by laws to receive such notices, all violations of the Child Labor Law that may come to his knowledge.
- g. Right to inspect-The attendance assistant shall have the same right of access to, and inspection of establishments where minors may be employed or detained as is given by law to the Division of Labor only for the purpose of ascertaining.
 - 1) Whether children of compulsory school age holding employment certificates for work in that establishment are actually employed there and are actually working there regularly.
 - 2) Whether children of compulsory school age without employment certificates are employed in the establishment;
 - 3) Whether the nature of the work being done by the child is substantially the same as that described by the employer in the statement required to be made by him in F.S. 1003.21.

The attendance assistant shall, if he/she finds unsatisfactory working conditions or violations of the Child Labor Law, report his findings to the division of labor or its agents. The superintendent may, on recommendations based on such inspection by the attendance assistant, cancel the employment certificate of any child employed or supposed to be employed in that establishment.

- h. Record of assistants-The attendance assistant shall keep as accurate daily record of all children returned to schools or homes, of all cases prosecuted, and of all other services performed. A written report of all such activities shall be filed in the office of the superintendent.
- i. Perform any other related duties as may be assigned by the supervising principals and/or superintendent. In case of emergencies, shall perform duties as assigned by the supervisor.

JOB SPECIFICATIONS

JOB TITLE: Maintenance/Air Condition-Electrician

JOB GOAL OR OBJECTIVE:

DUTIES:

- a. Correct electrical and air-conditioning problems in all building sites.
- b. Be continuously involved during the working day in preventative maintenance when corrective maintenance is not needed or designated.
- c. Survey plants and sites to determine corrective and preventative maintenance required.
- d. Assist other maintenance personnel when assigned by his/her immediate supervisor and/or Superintendent.
- e. Perform any other related duties as may be assigned by the Superintendent. In cases of emergencies, shall perform as assigned by the Supervisor.

JOB SPECIFICATIONS

JOB TITLE: Maintenance/Building

JOB GOAL OR OBJECTIVE:

DUTIES:

- a. Make repairs in and on all buildings and sites, do minor renovations and construction.
- b. Be continuously involved, during the work day, in preventative maintenance when corrective maintenance is not needed or designated.
- c. Survey plants and sites at the first of each month to determine corrective and preventative maintenance required and discuss with his/her supervising principals.
- d. Assist other maintenance personnel when assigned by his/her immediate supervisor and/or Superintendent.
- e. Perform any other related duties as may be assigned by the supervising principals and/or Superintendent. In cases of emergencies, shall perform duties as assigned by the supervisor.
- f. Deliver lunchroom commodities to various school sties.

JOB SPECIFICATIONS

JOB TITLE: Secretary (Principal)

JOB GOAL OR OBJECTIVE:

DUTIES:

- a. Serve as secretary to the principal, and coordinate office staff and activities.
- b. Serve as office receptionist.
- c. Manage student traffic, making appropriate referrals.
- d. Be responsible for all communications and filing.
- e. Perform clerical task involving typing, duplicating and assembling material, and minor bookkeeping task.
- f. Keep attendance registers.
- g. Perform any other related duties as may be assigned by the principal. In cases of emergencies, shall perform duties as assigned by the supervisor.

JOB SPECIFICATIONS

JOB TITLE: Classroom Aide

JOB GOAL OR OBJECTIVE: Assist the teacher by completing appropriately assigned activities.

DUTIES:

- a. Perform clerical tasks as they relate to job responsibility.(typing, duplication of materials and record keeping)
- b. Work with students in instructional activities.
- c. Prepare and keep instructional materials in order. (games, worksheets, activity cards)
- d. Set up daily needed learning activities for each group of children.
- e. Assist in supervision of student in non-classroom activities.
- f. Set up and direct A.V. learning activities.
- g. Perform any other related duty as may be assigned by the principal or the principal through the directing teacher. In cases of emergencies, shall perform duties as assigned by the supervisor.
- h. Duties of aides employed in Title I Project shall be in compliance with federal guidelines.

JOB SPECIFICATIONS

JOB TITLE: Clerical Aide

JOB GOAL OR OBJECTIVE: Provide appropriate clerical tasks services

DUTIES:

- a. Shall perform clerical tasks (typing, filing, duplicating materials).
- b. Make and maintain inventories as required.
- c. Assist in supervision of students in non-classroom activities.
- d. Perform any other related duties as may be assigned by the principal or his/her designee. In case of emergencies shall perform duties as assigned by the supervisor.

JOB SPECIFICATIONS

JOB TITLE: Media Aide

JOB GOAL OR OBJECTIVE: Assist the Media Specialist in appropriate duties.

DUTIES:

- a. Perform clerical tasks as they relate to job responsibility. (type, book order, overdue lists and inventories)
- b. Assist media specialist in taking and maintaining inventories.
- c. Shelve books.
- d. Assist in supervision of and working with students in the media center.
- e. Maintain clean, orderly learning environment.
- f. Assist in supervising of students in non-classroom activities.
- g. Perform any other related duties as may be assigned by the principal or the principal through the media specialists. In cases of emergencies, shall perform duties as assigned by the supervisor.

JOB SPECIFICATIONS

JOB TITLE: Physical Education Aide

JOB GOAL OR OBJECTIVE: Assist the teacher in fulfilling appropriate duties.

DUTIES:

- a. Keep records. (roll, achievement of skills)
- b. Work with students in physical education activities.
- c. Assist in supervision of students in non-classroom activities.
- d. Inventory and maintain control of equipment.
- e. Perform any other related duties as may be assigned by the principal or the principal through the directing teacher. In cases of emergencies, shall perform duties as assigned by the supervisor.

JOB SPECIFICATION

JOB TITLE: School Food Service Manager

JOB GOAL OR OBJECTIVE: This position involves the performance of skilled work in the management and operation of a school food service program in accordance with district policies, procedures and methods. The school food service manager is responsible to the school principal and the supervisor of school food services according to district policies, for the total operation of the school food service program.

DUTIES:

1. Outline duties and define responsibilities of her/his employers.
2. Instruct, assist and supervise employees in all phases of the work when necessary.
3. Recognize good sanitation and safety practices and implement them.
4. Procure all supplies necessary for smooth operation.
5. Maintain accurate records and forward necessary forms to school food service office.
6. Receive and check all orders delivered to the school lunchroom and verify invoices for payment for the food service office.
7. Keep menus posted at least one week in advance.
8. Encourage each worker to observe high standards of grooming and work habits.
9. Participate in in-service training programs.
10. Cooperate with the supervisor in the selection of employees for recommendation for employment or promotion.
11. Keep a file of standardized recipes and to see that employees use only such recipes.
12. Check all foods for proper refrigeration and storage.

JOB TITLE: School Food Service Manger (Continued)

DUTIES: Continued

13. Report any accidents to the principal immediately.
14. Cooperation with the principal and school faculty in promoting the school lunch program.
15. Participate in district-wide conferences as scheduled. Such conferences shall include reviews of menus, price paid for food, commodity utilization and delivery, and other special problems relating to the program.
16. Maintain inventories of USDA donated and purchased foods and supplies.
17. Maintain accurate personnel records for evaluation of employees.
18. Maintain cost control through careful planning of food preparation and service.
19. Supervises food production and service to insure that meals served are nutritionally adequate, meet federal and state requirements and high standards of flavor and appearance.
20. Shall perform any additional related duties as assigned by the supervisor. In cases of emergencies, perform duties as assigned by the supervisor.

JOB SPECIFICATION

JOB TITLE: Other Food Service Employees

JOB GOAL OR OBJECTIVE: These positions involve the performance of duties necessary in the preparation and service of food. Employees in this position are responsible to the school food service manager for the performance of assigned duties.

DUTIES:

1. Follow instructions given by the manger.
2. Guard against waste.
3. Use and clean equipment according to recommended procedures.
4. Observe safety and sanitation rules.
5. Participate in school activities related to school food service programs.
6. Attend training courses provided by the district or the state.
7. Avoid unnecessary talking, especially during the service provided.
8. Prepare and serve food in a tasteful attractive manner.
9. Shall perform any additional related duties as assigned by the manager and/or the assistant. In cases of emergencies, perform duties as assigned by the supervisor.

JOB SPECIFICATIONS

JOB TITLE: Secretary

JOB GOAL OR OBJECTIVE:

DUTIES:

- a. Perform clerical tasks (Typing, filing, duplicating).
- b. Perform school food service clerical and bookkeeping tasks.
- c. Any other related duties as may be assigned by the principal. In cases of emergencies, shall perform duties as assigned by the supervisor.

JOB SPECIFICATIONS

JOB TITLE: Bookkeeper

JOB GOAL OR OBJECTIVE:

DUTIES:

- a. Maintain accurate accounts of all funds (school –based budgets and internal accounts)
- b. Issue all purchase orders.
- c. Verify all invoices for payment.
- d. Perform other clerical tasks.
- e. Perform other related duties as may be assigned by the principal. In cases of emergencies, shall perform duties as assigned by the supervisor.

JOB SPECIFICATION

JOB TITLE: Custodian

JOB GOAL OR OBJECTIVE: Insure proper order and cleanliness of school plant both inside and outside.

DUTIES:

1. All activities required by the principal to insure proper order and cleanliness of the school plant both inside and outside.
2. Monitor the operation of the heating and cooling systems.
3. Provide minor maintenance.
4. Report daily to the principal, in a manner prescribed, any maintenance jobs which he/she cannot handle.
5. Any other related duties as may be assigned by the principal. In cases of emergencies, perform duties as assigned by the supervisor.

JOB SPECIFICATION

JOB TITLE: Bus Driver

JOB GOAL OR OBJECTIVE: Provide for the safe and efficient operation of school buses in the transporting of students and in related activities.

DUTIES:

- a. Use 30 minutes after unloading final morning run for completing and submitting to principals daily check sheets and required reports.
- b. Sweep bus and close windows both in the morning and afternoon.
- c. Perform related duties as may be assigned by the supervising principal. In cases of emergencies, shall perform duties as assigned by the supervisor.
- d. Follow such other procedures and perform such duties as prescribed by school board policy and F.S. 1012.47, 1006.10 and F.S. 1006.25:
 - 1) It shall be the responsibility of each driver to keep his/her equipment in the best running condition and to report daily any needed repair to his/her bus. He /she shall observe all rules of safety in his/her driving and in loading and unloading the bus. He/she shall observe and provide for the welfare of students riding his/her bus.
 - 2) He/she shall observe all the rules and regulations set up for his/her employment and observe all state and local laws and regulations. Copies of these rules shall be furnished him/her and should be kept in his/her bus at all times.
 - 3) Drivers shall take a course in first aid and shall be responsible for all safety and first aid equipment.
 - 4) Each driver shall observe his route closely and make any suggestions to the superintendent. He should especially make any suggestions which will cut down the operation time of his bus. He shall report any stops which are unsafe.
- e. Shall spend two days annually between morning and afternoon runs to attend district in-service activities.

JOB SPECIFICATION

JOB TITLE: Custodian

JOB GOAL OR OBJECTIVE: Insure proper order and cleanliness of school plant both inside and outside.

DUTIES:

1. All activities required by the principal to insure proper order and cleanliness of the school plant both inside and outside.
2. Monitor the operation of the heating and cooling systems.
3. Provide minor maintenance.
4. Report daily to the principal, in a manner prescribed, any maintenance jobs which he/she cannot handle.
5. Any other related duties as may be assigned by the principal. In cases of emergencies, perform duties as assigned by the supervisor.