

DCSMEC CONTRACT

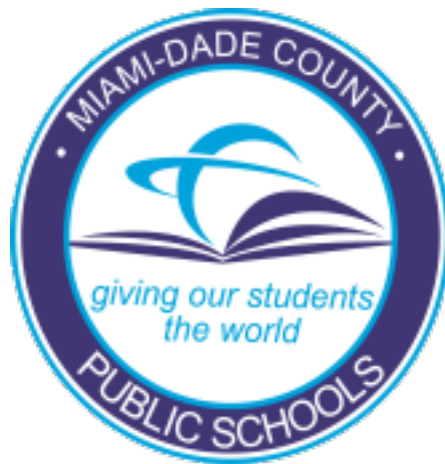
between

MIAMI-DADE COUNTY PUBLIC SCHOOLS

And

DADE COUNTY SCHOOL MAINTENANCE
EMPLOYEE COMMITTEE

Effective July 1, 2015 through June 30, 2018



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

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Ms. Ronda D. Martin, District Director

Ms. Andrea Williams, Director

LABOR CONTRACT

Between

the

MIAMI-DADE COUNTY PUBLIC SCHOOLS

and the

DADE COUNTY SCHOOL MAINTENANCE EMPLOYEE COMMITTEE

July 1, 2015 through June 30, 2018

Bargaining Unit Ratification: October 9, 2015
School Board Ratification: October 14, 2015

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
BARGAINING TEAM**

**Chief Negotiator
Mr. James R. Haj, Assistant Superintendent**

Mr. Jose L. Dotres
Chief Human Capital Officer
Office of Human Capital Management

Mr. Francis Hoar
Administrative Director
Facilities Operations, Maintenance

Mrs. Judith M. Marte
Chief Financial Officer
Financial Services

Ms. Kimberly D. Gaines
District Director
Compensation Administration

Mr. Scott B. Clark
Risk and Benefits Officer
Office of Risk and Benefits Management

Ms. Odalis J. Garces
District Director
Payroll Department

Mr. Steffond L. Cone
Assistant Superintendent
School Operations

Mr. Javier Perez
Executive Director
Infrastructure and System Support

Mr. Carl Nicoleau
Assistant Superintendent
Facilities Operations, Maintenance

Mr. Adolfo L. Costa
Principal
Coral Gables Senior High School

Mr. Ron Y. Steiger
Chief Budget Officer
Office of Budget Management

Ms. Ann M. Lewis
Principal
Paul Laurence Dunbar K-8 Center

Dr. Jimmie L. Brown
Administrative Director
Office of Professional Standards

Ms. Enid Weisman
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DADE COUNTY SCHOOL MAINTENANCE EMPLOYEE COMMITTEE

BARGAINING TEAM

Mr. Joseph A. Cortese, Jr.
Chief Negotiator/Business Representative

Mr. Rolando Sardinias, Business Agent/Financial Secretary Treasurer

Luis Pla, Jr., President

Vance C. Bell, Jr., Vice President

Mr. Arthur R. Bowra

Mr. Howard E. Horne

Mr. Gary Moore

Mr. David A. Sears

Mr. Richard Simons

Mr. Gary Sneesby

Mr. Gary T. Walters

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ARTICLE I -- RECOGNITION

Section 1. Pursuant to the action of the Board on August 6, 1975 and, pursuant to the order of PERC 8H-RA-754-1188 dated December 10, 1975, the Board recognizes DCSMEC as the sole and exclusive representative of the employees within the bargaining unit covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, terms and conditions of employment of the Board employees fully described in Appendix A.

ARTICLE II -- GENERAL PURPOSES

Section 1. Meeting the education needs of the children, youth, and adults of Miami-Dade County requires the full and effective, cooperative effort of all members of the staff of the Miami-Dade County Public Schools, hereinafter called M-DCPS.

Section 2. The School Board of Miami-Dade County, Florida, hereinafter called Board, and the Dade County School Maintenance Employee Committee, hereinafter called DCSMEC, recognize and declare that quality service is necessary to provide a quality education for the students of M-DCPS which is their aim, and it is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the School Board and its employees.

Section 3. The School Board and the Superintendent of Schools, hereinafter called the Superintendent, have the constitutional and statutory authority, respectively, for the operation of M-DCPS in addressing the education needs of M-DCPS.

Section 4. It is the purpose of this Agreement to provide, where not otherwise mandated by Constitution, Statute, or the School Board Policies for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement, to prevent interruption of work and interference with the efficient operation of the M-DCPS system and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences, and the promotion of harmonious relations between the School Board and DCSMEC.

Section 5. It is the express intent of the parties that if any article, section, subsection, sentence, clause, or provision of this Contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the Contract. In the event any portion of this Contract is ruled unconstitutional or invalid for any reason, the parties agree to meet and discuss the effect, if any, of the ruling, within sixty (60) days of the ruling, with reasonable time extension(s), upon request by either party.

ARTICLE III -- DEFINITIONS

Terms used in this Agreement shall be defined as follows:

Section 1. Administrative Directives -- Directives promulgated by the Superintendent and his/her administrative staff.

Section 2. Bureau -- The administrative unit to which departments and sections are administratively responsible.

Section 3. Certification -- Refers to the designation by PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

Section 4. Collective Bargaining -- The performance of the mutual obligations of the 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 the determination of the wages, hours of work, and terms and conditions of employment.

Section 5. Contract -- The document which delineates the wages, hours and terms and conditions of employment which were mutually agreed to as the result of collective bargaining.

Section 6. DCSMEC -- Dade County School Maintenance Employee Committee which has been granted the right to represent exclusively the members of the bargaining unit.

Section 7. Department -- An operational unit within a division.

Section 8. Emergency -- Any situation which is not routine or generally anticipated, as determined by the Superintendent of Schools or his/her designee.

Section 9. Established Practice -- A practice which has gained acceptance through use.

Section 10. Exclusive Bargaining Agent -- The agent recognized by the public employer and certified by PERC as that designated or selected by a majority of public employees as their exclusive representative for purposes of collective bargaining.

Section 11. Fiscal Year -- July 1 of one year through June 30 of the following year.

Section 12. Job Assignment -- The school center or other location to which an employee is instructed to report to work by the administrator.

Section 13. Job Classification -- The grade or classification in which the employee is currently assigned.

Section 14. Job Description -- The written document describing the duties, responsibilities, and qualifications of the job.

ARTICLE III (cont.)

Section 15. PERC -- The Public Employees Relations Commission created by Section 447.003, Florida Statutes.

Section 16. Policies -- Policies established by the School Board, under authority granted by state law.

Section 17. School Board -- The School Board of Miami-Dade County, Florida, the duly-elected board established under Florida Statutes, Section 230.03(2) which has the responsibility for the organization and control of the public schools of Miami-Dade County.

Section 18. State Regulations -- That body of regulations adopted by the State Board of Education and the Department of Education of the State of Florida to clarify and implement state statutes which relate to education in the State of Florida.

Section 19. Strike -- The concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the Miami-Dade County School Board, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage, the establishment of strike funds.

Section 20. Superintendent -- The secretary and executive officer of the Miami-Dade County School Board who is responsible for the administration of the schools and for supervision of instruction in the Miami-Dade County Public Schools.

Section 21. Supervising Administrator -- The administrative manager responsible for the work location to which the DCSMEC employee is assigned.

Section 22. Unauthorized Absence -- Failure of an employee to give notice of absence may be regarded as unauthorized leave. Upon reporting back to work, the employee shall be apprised of the unauthorized leave status. However, if the employee can demonstrate that there were extenuating circumstances (e.g., hospitalization or other serious emergency), then consideration must be given to changing the status of the leave. Only the bureau/office head (or designee) has the authority to change an unauthorized leave. Absence in excess of accrued sick and personal leave, when such absence is not specifically authorized in advance, is an unauthorized absence. Vacation leave may only be taken with advanced authorization in accordance with Article XII, Section 11. Vacation leave without advanced authorization and not in accordance with bureau/office procedures constitutes unauthorized absence.

Section 23. Unit -- That group of employees determined by the employer and DCSMEC and approved by the Florida Public Employees Relations Commission (PERC) to be appropriate for the purpose of collective bargaining as set forth in Appendix A.

ARTICLE III (cont.)

Section 24. Workday -- The total number of hours an employee is expected to be present and performing assigned duties.

Section 25. Work Location -- The responsibility center to which an employee has been assigned, as designated by the bureau/office head.

Section 26. Working Hours -- Those specified hours when employees are expected to be present and performing assigned duties.

ARTICLE IV -- EMPLOYER RIGHTS

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 delimit the exclusive authority of the 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 Board and Superintendent, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, state regulations, and School Board Policies, shall continue to be exercised exclusively by the Board and the Superintendent without prior notice or negotiations with DCSMEC, except as specifically and explicitly provided for by the stated terms of this Contract. Such rights thus reserved exclusively to the Board, the Superintendent, and their designated representatives, by way of illustration and not by way of limitation, include the following: selection, promotion, assignment, and transfer of employees; the evaluation of performance of employees; the separation, suspension, dismissal, and termination of personnel for just and good cause; the designation of the organizational structure of the M-DCPS; and the lines of administrative authority of M-DCPS.

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, but that such rights must be exercised consistently with the other provisions of the Agreement. These rights include, but are not limited to, the following:

- Discipline or discharge of any employee for just and good cause.
- Direct the work force.
- Hire, assign, and transfer employees. Transfer of journeypersons and apprentices will be in location only, not in job classification, unless mutually agreed upon by both the employee and the Miami-Dade County Public Schools.
- Determine the missions of the Board agencies.
- Determine the methods, means, number of personnel needed or desirable for carrying out the Board's missions.
- Introduce new or improved methods or facilities.
- Change existing methods or facilities.
- Relieve employees because of lack of work.
- Contract out for goods or services.
- Such other rights, normally consistent with management's duty and responsibility for operation of the Board's services.

ARTICLE V -- NO-STRIKE PROVISION

DCSMEC hereby agrees, on behalf of its members and all employees of the unit it is certified to represent, that it shall not authorize, initiate, or participate in a strike against the employer. DCSMEC further agrees that neither it nor members of its certified unit shall support, in any manner, a strike against the employer by any other union or group of employees, nor establish any overt preparations including, but not limited to, the establishment of strike funds as defined in Florida Statutes. (See Article III).

ARTICLE VI -- GENERAL PROVISIONS

Section 1. DCSMEC and its members agree fully to abide by laws and regulations of the federal and state governments prohibiting discrimination, to support actively and fully the affirmative action policies, programs and plans of the school system, and to actively encourage qualified applicants of all ethnic groups and both sexes to seek available promotional opportunities in M-DCPS.

Section 2. DCSMEC agrees to represent the interest of all employees in the unit, in accordance with law.

Section 3. Members of the unit will have the opportunity to process complaints and grievances under the terms of this Contract in accordance with procedures set forth in Article VII.

Section 4. The Superintendent agrees to notify DCSMEC of any proposed amendment or change in any rule, policy, law or statute that will affect in any way the employment conditions of the employees in this unit.

Section 5. Representatives of DCSMEC will be provided opportunity to appear before the Board in public hearings on matters not covered by this Contract in accordance with the procedures set forth in Board Policies.

Section 6. Opportunity will be provided for the designated representatives of DCSMEC and the Chief Officer of the appropriate bureau or his/her designated representative to meet periodically at mutually agreeable times on matters of mutual interest and concern, outside the terms of this Contract, with meetings to be initiated by either party.

Section 7. DCSMEC recognizes that the M-DCPS has entered into collective bargaining agreements with other labor organizations covering other units of employees and, to the extent required by PERA, will comply with those agreements.

ARTICLE VII -- GRIEVANCE PROCEDURES

Section 1. Purpose

It is recognized that complaints and grievances may arise between the employer and any one or more employees concerning the application or interpretation of the terms and conditions of employment as defined in this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt, and equitable manner so that the efficiency of M-DCPS may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and the bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his standing with the employer.

The Union has the right not to process grievances of non-dues-paying employees. It is agreed that the bargaining agent reserves the exclusive right to process grievances at any step of the grievance procedure, including arbitration, except that any member of the bargaining unit may process a grievance through representation of his/her own choosing only if the bargaining agent has refused to process the grievance solely because the unit member is not a dues-paying member of the Union. The Union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

It is understood and agreed by the employer, members of the unit and the bargaining agent, that the resolution of complaints which are grievable or litigable shall be pursued through the grievance procedure until such remedy is exhausted. At that time, the employer, the aggrieved employee(s) and/or the bargaining agent may seek other legal remedies, as are available.

Section 2. Definitions

- A. Grievance -- Formal allegation by an employee or DCSMEC, on behalf of the aggrieved employee, that there has been a violation, misinterpretation, or misapplication of any of the terms and conditions of employment as set forth in this Agreement.
- B. Aggrieved Employee(s) -- The employee(s) filing or causing to be filed the grievance.
- C. Bargaining Agent -- The bargaining agent shall mean the employee organization certified as the exclusive bargaining agent, pursuant to Florida Statutes, Chapter 447.
- D. Days -- As referred to in the time limits herein, days shall mean working days.
- E. Letter of Inquiry -- Request, in writing, on proper M-DCPS form, to the Office of Labor Relations, seeking clarification of Miami-Dade County Public Schools Policies, State Law, or this Agreement.

ARTICLE VII (cont.)

Section 3. Letter of Inquiry

Either an assistant, region, associate, deputy superintendent, or bargaining agent may send a Letter of Inquiry on stipulated Letter of Inquiry Form to the Administrative Director, Labor Relations, for the purpose of seeking a clarification of Miami-Dade County Public Schools Policies, State Law, and/or terms and conditions of employment as set forth in this Agreement.

Labor Relations shall respond within 10 working days of receipt of the Letter of Inquiry. If the interpretation of the Letter of Inquiry is not satisfactory, a formal grievance may be filed.

Section 4. Procedures

The aggrieved employee, with or without the Union representative, shall discuss the problem or dispute with the supervising administrator within 20 working days of the occurrence resulting in the problem or dispute. Grievance forms shall be made available at all work locations. All grievances shall be signed by the grievant(s) and/or the Union.

STEP I -- If, after discussion with the supervising administrator, the problem has not been resolved, a grievance shall be offered, in writing, stating specifically the article, section, and language alleged to have been violated, misinterpreted, or misapplied, by the employee or DCSMEC on behalf of the aggrieved employee within 10 working days, to the appropriate supervising administrator who will have 10 working days to render a decision. A grievance decision shall not be rendered prior to the employee or DCSMEC being given the opportunity to participate in a grievance conference. Copies of the decision shall be sent immediately to the employee and DCSMEC. The grievance shall be on the proper form for this step.

STEP II -- If the grievance or dispute has not been satisfactorily resolved at Step I, the aggrieved employee or DCSMEC, on behalf of the aggrieved employee, may appeal the grievance to the M-DCPS Supervisor of the Step I supervising administrator within 10 working days after the appropriate administrator response is due. A grievance decision shall not be rendered prior to the employee or DCSMEC being given the opportunity to participate in a grievance conference. The grievance shall be on the proper form for this step.

The M-DCPS Supervisor of the Step I supervising administrator shall respond in writing within 10 working days.

STEP III -- If the grievance has not been satisfactorily resolved at Step II, the aggrieved employee or DCSMEC, on behalf of the aggrieved employee, may submit the grievance to the M-DCPS supervisor of the Step II supervising administrator or designee within 10 working days after the Immediate Director or appropriate administrator response is due. A grievance decision shall not be rendered prior to the employee or DCSMEC being given the opportunity to participate in a grievance conference. The M-DCPS supervisor of the Step II supervising administrator or designee shall respond within 10 working days. The grievance shall be on the proper form for this step.

ARTICLE VII (cont.)

Nothing herein shall be construed to deny DCSMEC the right to file a grievance in its own behalf, where it is alleged that the rights of DCSMEC, as specified in this Agreement, have been denied.

The parties acknowledge that multiple grievances may be combined with the mutual agreement of the employer and DCSMEC.

The time limits set forth herein may be extended by mutual agreement, using the stipulated Request for Extension of Time form.

The Union shall not be responsible for any costs attendant to resolution of any grievance it has not processed; the costs of such a grievance shall be the responsibility of the employee filing and processing the grievance.

Applicable work rules as they pertain to DCSMEC shall be made available to the Union representative upon request.

The aggrieved employee(s) shall be granted time off without loss of pay to attend grievance meetings. Grievance meetings shall be conducted during the normal work shift.

Section 5. Arbitration

If the decision of the Chief Facilities Officer, Office of School Facilities, or designated supervising administrator has not satisfactorily resolved the grievance, DCSMEC may request arbitration, in writing, to the Administrative Director, Labor Relations, no later than 15 working days after the rendering of the decision, or the expiration of the time limit for rendering of the decision by the Chief Facilities Officer, Office of School Facilities. Upon receipt of request for arbitration and, in no event later than 15 working days, the Administrative Director, Labor Relations, shall set in motion the necessary procedure to expedite an early hearing by the Arbitrator.

At the Arbitration Hearing, the aggrieved employee shall be accompanied by the DCSMEC employee representative and such additional non-employee Union representatives as DCSMEC deems appropriate. The Arbitrator shall render his decision no later than 30 days after the conclusion of the final hearings. Such decision shall be final and binding and made in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

SELECTION: The Arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the rules established by the American Arbitration Association.

ARTICLE VII (cont.)

POWERS: The Arbitration Award shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue submitted. The Arbitrator shall limit his decision to the application and interpretation of this Agreement and the Arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The costs of the services of the Arbitrator shall be equally shared by both parties to this Agreement. Where, in accordance with Section 1 of this Article, a bargaining unit member (not the Union) has processed a grievance through arbitration, the cost of the services of the Arbitrator shall be shared equally by the employer and the bargaining unit member.

ARTICLE VIII - - UNION REPRESENTATIVES

Section 1. DCSMEC has the right to select not more than 30 employees from within the bargaining unit, as herein defined, to act as employee representatives. Additional employee representatives may be designated by mutual agreement of the parties. The names of employees selected shall be certified, in writing, to the Administrative Director, Labor Relations, by DCSMEC. It is agreed to and understood by the parties to this Agreement that employee representatives may, without loss of pay, with prior approval of their supervisor, process grievances. The supervisor's approval shall not be unreasonably withheld. It is agreed to and understood by DCSMEC that employees and/or Union representatives shall process grievances in such a manner as not to disrupt normal Board activities and services.

An employee representative, with prior approval, may be released to represent employees at grievances and Conferences-for-the-Record and to participate as a member of a Labor-Management Committee or other joint activities established by this Contract or mutually agreed to. Such absence during work time shall be recorded by time card entries and certified by the employee's immediate supervisor. M-DCPS vehicles shall not be used for such purposes, and any travel for such purposes shall be at the expense of the employee representative and/or DCSMEC, unless authorized by an appropriate administrator.

Section 2. Non-employee representatives, i.e., non-employee DCSMEC representatives, shall be certified, in writing, to the Administrative Director, Labor Relations, by DCSMEC. DCSMEC agrees that activities by the Union representative shall be carried out in such a fashion as not to interfere with normal work periods. Non-employee representatives shall not contact employees, including representatives, during regular working hours, without the approval of the bureau/office head or designee. Such approval shall not be unreasonably withheld.

Section 3. The employee representative shall not be laid off while there are employees in his classification still employed. An employee representative may, however, be discharged for good cause after notice, in writing, is sent to DCSMEC five full working days prior to such intended discharge.

In the event the employee representative, who has been bypassed in a layoff under this provision, ceases to be an authorized employee representative and the layoff is still in effect, the employee would be laid off and the most senior employee on layoff in that classification will be recalled.

Section 4. Labor-Management Committee

A. There shall be a Labor-Management Committee of six members, three appointed by the Superintendent of Schools and three by the DCSMEC. The Federal Mediation and Conciliation Service will assist the parties in establishing and monitoring this Committee.

ARTICLE VIII (cont.)

- B. The committee shall meet regularly, but no less than monthly, at mutually agreed times and places, to discuss problems related to employee relations, and may make written reports and recommendations that shall be advisory to the Superintendent.
- C. Time used for this purpose shall be considered as released time and shall not be charged against the employees' time.
- D. In addition to other topics of discussion and review, the committee shall study labor and employee relations issues.

Section 5. DCSMEC will have the opportunity to participate in group orientation sessions for employees and shall be involved, through the M-DCPS/DCSMEC Labor-Management Committee, in the planning of new employee orientation programs. DCSMEC representatives shall be given notice of new employee orientation sessions, including time and location(s), at the time the employee is noticed.

Section 6. The Board agrees to furnish DCSMEC a disc of the names, addresses, classification titles, employee numbers, and work location codes of all employees in the bargaining unit. Additionally, the Board agrees to provide the Union with updates of this employee information at least twice a year, upon request.

M-DCPS shall provide the Union, on a monthly basis, a list of all employees new to the DCSMEC unit, including the employee(s) name, address, classification, and work location assignment, upon request.

Section 7. Temporary Duty - Union Officers

Temporary duty assignment with pay shall be provided for two Union officers, as designated by the Union, who shall be released from their duties as Board employees, provided the Union reimburses the Board for the salary and any and all fringe benefits paid by the Board. An employee returning from temporary duty under this provision shall be returned to his/her original position, if available, or to an equivalent position at the election of the employee.

For purposes of this section, salary is defined as the amount the employee was earning in the job classification held at the time of designation as a union officer, plus any salary increases for the position. Additionally, the two union officers shall be paid the wage rate for officers as set forth in the Union's Constitution and Bylaws currently on file with the State of Florida, Public Employees Relations Commission. The Union shall also reimburse the Board for this additional compensation, plus any and all corresponding fringe benefits and pension costs.

Section 8. The Board agrees to provide the Union, upon request, the following documents and publications (one copy):

- Miami-Dade County School Board Policies
- School Board agendas
- School Board minutes
- Examination announcements
- Training and benefit bulletins

ARTICLE VIII (cont.)

- Administrative orders pertaining to maintenance
- Proposed budget
- Final budget
- Table of organization
- Salary handbooks

These documents will be provided, electronically or in hard copy, at the Board's option.

The negotiated contract between DCSMEC and M-DCPS shall be provided to the Union. Production and costs of the contract shall be borne by the employer.

Section 9. Temporary Duty/Professional Development Days

The Board agrees to authorize, for each year of this contract, the establishment of a pool of forty (40) non-cumulative contract implementation/professional development days of temporary duty assignment with pay to be utilized by employees selected by the Union for matters relating to increasing competencies necessary to the effective and orderly implementation of this Contract, and continued promotion of harmonious and cooperative relationships between the Board and the Union. Use of these days shall not be approved unless there is a three-day advance notice, in writing, to the supervising administrator and the Office of Labor Relations. However, it is expressly understood that said forty (40) days shall not apply to days used for Contract Negotiations.

Section 10. Employees shall be permitted to wear pins or other identification of membership in the Union.

Section 11. A Union representative (i.e., a Union Steward, Union Officer, or a non-employee Union representative), upon giving five-days' notice to the supervising administrator, will be permitted to schedule a Union meeting of bargaining unit employees at the work location, provided such meetings are scheduled during non-duty time.

Section 12. Emergency Union meetings may be scheduled at work locations, provided the Union has given 24 hours' notice to the work location supervising administrator, and are scheduled during non-duty time.

Section 13. One DCSMEC representative, designated by the Union, shall be authorized released time during normal work hours with pay to attend Board meetings to address specific issues or in absence of the Business Agent.

Section 14. Bulletin board space shall be made available for use by the Union. No literature or posters alleging a misdeed(s) on the part of specific management or Union representative shall be posted.

Section 15. Parking Privileges

The Board shall issue permits (not more than two) to the Union for parking in lots used by the Board employees.

ARTICLE IX -- WORKING CONDITIONS

Section 1. Standard Work Schedules

- A. The standard number of working hours during any standard work week will normally be 40 hours without a reduction in the current established bi-weekly wage rate.
- B. The normal work week shall consist of no more than five consecutive days (Friday - Thursday) at the regular rate of pay. Saturday and Sunday are not considered regular workdays. The normal workday shall be any consecutive eight-hour or 10-hour period between 6:30 a.m. and 6:00 p.m.

The eight-hour workday shall have two 15-minute paid breaks and the 10-hour workday shall have two 20-minute paid breaks. One break shall be taken approximately in the middle of the first half of the workday, and the second in the second half. There will also be an unpaid 30-minute meal break, approximately in the middle of the workday.

STANDARD WORK WEEK FOR PAYROLL PURPOSES: The standard work week for payroll purposes has been established by The School Board of Miami-Dade County, Florida as follows: 40 hours - commencing immediately after midnight on Thursday and running for seven consecutive days ending on midnight the following Thursday.

Work schedules will not be altered by changing the number of hours per week to avoid the payment of overtime. Work schedules may be altered without advance notice due to emergency conditions or factors beyond the Board's control.

The right to utilize the four-day, 10-hour work schedule is expressly reserved to management and adoption of such schedule for any employee shall not be considered an avoidance of overtime.

Such schedule shall be for four consecutive days. Wherever a 10-hour schedule is adopted, the workday shall consist of 10 consecutive hours, exclusive of the meal period.

This schedule change may be implemented by the Board after notification to the Union. Employees affected by a change in their work week shall be given not less than two weeks' notice of the change in schedule. Such changes in schedule may be designated by the bureau/office head or designee and shall not be arbitrary. An employee may request and be considered for a four-day, 10-hour work schedule.

Such requests shall be made, in writing, to the bureau/office head or designee with a copy to the employee's supervisor.

In addition to the foregoing, the Superintendent may direct all members of the DCSMEC bargaining unit be immediately placed on a four-day, 10-hour work schedule in the event the Superintendent has declared an emergency.

ARTICLE IX (cont.)

- C. Employees shall be entitled to consecutive days off at the completion of the standard work week.
- D. Where weekend work is a practice in a standard work week, the Board shall make every effort to rotate schedules to distribute weekend assignments equally.

Section 2. Modified Work Schedules

M-DCPS may establish work schedules as listed below:

A. Three-Day, 12-Hour

Any consecutive three-day, 12-hour schedule, Monday through Saturday, between 10:30 a.m. and 11 p.m., with employees being paid for a total of 40 hours. Employees will have their hourly rate calculated based on a 40 hour work week. This shall include two 20 minute, paid breaks; one shall be taken approximately in the middle of the first half of the workday, and the second in the second half. There will also be an unpaid 30 minute meal break, approximately in the middle of the work day.

B. Four-Day, 10-Hour

Any consecutive four-day, 10-hour schedule, Monday through Saturday, between 12:30 p.m. and 11 p.m. This shall include two 20 minute, paid breaks; one shall be taken approximately in the middle of the first half of the workday, and the second in the second half. There will also be an unpaid 30 minute meal break, approximately in the middle of the work day.

A shift differential of 7.5% shall be paid for all regular hours worked, including overtime.

C. Five-Day, 8-Hour

Any consecutive five-day, eight-hour schedule, Monday through Saturday, between 2:30 p.m. and 11 p.m. This shall include two 15 minute, paid breaks; one shall be taken approximately in the middle of the first half of the workday, and the second in the second half. There will also be an unpaid 30 minute meal break, approximately in the middle of the work day.

A shift differential of 7.5% shall be paid for all regular hours worked, including overtime.

D. Conditions applicable to all Modified Work Schedules in Section 2 are as follows:

1. Staffing

Work schedules will be staffed by employees in the following order:

ARTICLE IX (cont.)

- (a) Employees hired prior to June 18, 2004 who volunteer.

If more than the necessary number of employees volunteer to work the work schedule, employees will be selected based on seniority within the job classification needed for the schedule.

2. Employees who are hired and temporary employees with less than five years of service who are converted to full time permanent status on or after June 18, 2004, and any other temporary employees. Employees affected by a change in their work week shall be given not less than two weeks' notice of the change in schedule.
3. Employees who are appointed to fill a posted vacancy by promotion or transfer and employees who transfer to a bargaining unit position from a non-DCSMEC position on or after June 18, 2004.

Employees in 2 and 3 (above), as a condition of employment, shall be subject to being placed on any of the modified work schedules during three years following ratification and/or three years after initial full time employment. Employees affected by a change in their work week shall be given not less than two weeks' notice of the change in schedule.

4. Adjusted Saturday Starting Time

Employees on work schedules that include Saturday may have their Saturday schedules adjusted to the regular (first shift) hours.

5. Work Week Alteration

Work schedules will not be altered solely for the purpose of avoiding the payment of overtime.

6. Duration for Volunteers

Employees hired prior to June 18, 2004, who volunteer for any of the modified work schedules, will be required to work the schedules for nine months before requesting, in writing to the location administrator, to return to their previous work schedules based on seniority and availability of job openings. If the schedule the employee volunteers for is eliminated or the need for the number of employees is reduced, the affected employee will be returned to his/her previous work schedule.

ARTICLE IX (cont.)

7. Hardship

Unit employees who volunteer for a modified work schedule and who undergo what is considered an unexpected or undue hardship can request to be returned to their previous work schedules, if available, or to an open position. Employees assigned to modified work schedules who undergo what is considered an unexpected or undue hardship may also request to be reassigned. In the event of such hardship, requests will be referred to the Labor-Management Committee for resolution, with each case to be heard as soon as practicable but no later than 20 working days after notification. Where a vacancy occurs as a result of a hardship, management may fill the position from among the employees in a manner that facilitates a safe and efficient workforce.

Section 3. AC/R Preventive Maintenance Program

Maintenance will operate a second shift program within the AC/R trade along with trades helpers for the purpose of performing preventive maintenance to heating, ventilating, air conditioning and refrigeration equipment. Specific conditions pertaining to DCSMEC employees on the second shift program are:

1. The work week shall consist of no more than five consecutive days (Friday-Thursday); Saturdays and Sundays are not considered as regular workdays. The workday shall be any consecutive eight-hour period between 12:30 p.m. to midnight (generally to be 2:30 p.m. to 11:00 p.m.), with two 15 minute breaks and a one half hour meal period.
2. Employees currently working the second shift shall receive a 10 percent salary differential for all classifications. Employees hired for this program after June 18, 2004 also may be assigned work schedules outlined in Article IX, Section 2 and will be subject to salary and working conditions contained therein.
3. The hours associated with the second shift workday, as stated above, are considered to be a condition of employment. Consequently, M-DCPS employees selected, or individuals newly-hired, for the second shift will have no opportunity to unilaterally return or change to the regular Maintenance normal workday (first shift) operations.
4. Maintenance employees hired prior to June 18, 2004 may, request a reassignment to a different schedule or position, pursuant to Article IX, 10(A) (Change in Work Location).

Section 4. Overtime Provisions/Call Back

Employees required to report to work prior to the established starting time, or required to work after the scheduled workday, shall be paid at the rate of one and one-half the regular straight time rate of pay. Employees required to work in excess of the normal 40-hour work week shall be paid at the rate of one and one-half the regular straight time rate of pay.

ARTICLE IX (cont.)

Employees called back to work shall be guaranteed at least four hours' pay provided such work does not immediately precede or extend the employee's regularly-assigned work schedule. An employee required to work two hours or more beyond the normal workday shall be allowed one-half hour for meal time with pay. An employee required to work at least three hours before normal starting time shall be allowed one-half hour meal time with pay provided he/she completes his/her normal shift. If call-back work immediately precedes the normal workday, the four-hour guarantee shall not apply.

Compensatory time off and the rate(s) of pay for employees who weekly perform two or more M-DCPS jobs shall be governed by the Fair Labor Standards Act and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.

Section 5. School Closings -- Emergency Conditions

1. When it is necessary for M-DCPS to require employees to return to work, M-DCPS agrees to compensate the employee for a minimum of four hours pay at the established rate of one and one-half times normal salary.
2. When call-back is necessary during emergency conditions which result in school closings, as determined by the Superintendent, unit members who are called back shall be compensated at an established rate of two times straight time rate of pay for the call-back time worked, including hours in excess of the normal 40-hour work week. Should the call-back time fall on a holiday, unit members who are called back shall be compensated at two and one-half times the straight-time rate of pay. Notification for call-back shall be through personal contact, telephone contact, or mailgram. Full-time employees released from reporting to work shall be compensated at their straight-time rate of pay. Full-time employees who fail to report to work after a call-back shall not be compensated for the days schools are closed due to the emergency conditions except when the failure to report is authorized.

Section 6. Standby Duty

To create a pool of employees who will be available for response to emergency service requirements during off-hours, the bureau/office head or designee may, at his/her discretion, establish a category of duty designated as "standby" for any of the trade classifications within the unit.

Inclusion in the standby pool shall be voluntary to the employees, and assignments shall be rotated by roster among those who elect to participate. Employees designated for standby duty for a specific period will be required to supply a telephone number where they will be available, and to respond to emergency work, as assigned. It is understood that such work assignments in high crime areas, as determined by the appropriate Director, shall be handled by a two-employee crew.

ARTICLE IX (cont.)

Standby status shall be recorded separate from regular working hours and shall not be a factor in any overtime calculation. Employees agreeing to be available for standby will be paid one hour at the employee's regular straight time rate for weeknights, and two hours for Saturdays, Sundays, and holidays. The right to utilize the standby category is expressly reserved to management, and adoption of such category for any employee shall not be considered an alteration of work scheduling to avoid the payment of overtime.

If an employee is called in to work from standby status, overtime entitlement shall begin when the base or work location is reached, and all provisions of Article IX, Section 4 shall apply. If a standby obligation remains, following completion of the emergency response, the employee shall resume standby status until the standby period is completed.

This duty category may be implemented by the Board after notification to the bargaining unit.

Section 7. Police Notification for Work

When work occurs in areas covered by Miami-Dade County Public Schools Police(M-DCPSP) patrols, M-DCPSP will be notified that the work is taking place.

Section 8. Scheduled Overtime Distribution

Overtime distribution lists shall be established to provide for distribution of available overtime, as equitably as possible, to qualified employees, in accordance with the following procedures:

Overtime lists shall be maintained by the designated work location steward, who shall be allowed a reasonable amount of time during working hours for this purpose. Lists shall include all employees at the work location, by trade, and shall be posted in an area where all affected employees will have access. There shall be separate overtime lists for forepersons, journeypersons, zone mechanics, trainees, and trades helpers. Employees with the least number of overtime hours charged shall have their names placed at the top of the list. In addition, DCSMEC shall appoint a steward to maintain a combined district overtime list that represents a consolidation of all work location overtime lists.

Employees who accrue an unauthorized absence(s) during a work week shall not be eligible for overtime work during any portion of that week.

If scheduled overtime (i.e., weekend work) is necessary and the job is scheduled to be accomplished totally within overtime hours, then selection of employees to work overtime will be made from the satellite overtime list. If the overtime needs still remain, then selection shall be made from the district overtime list.

If scheduled overtime is necessary, and the job is scheduled to include normal work hours, then selection of employees for overtime shall be made first from those employees who will be assigned to the job during normal work hours. If the preceding does not meet overtime needs, then selection will be made from the satellite overtime list. If the overtime needs still remain, then selection shall be made

ARTICLE IX (cont.)

from the district overtime list.

If scheduled overtime is necessary to complete jobs in progress, employees assigned to the job may be required to work overtime. If the preceding does not meet overtime needs, then selection will be made from the satellite overtime list. If the overtime needs still remain, then selection shall be made from the district overtime list.

Employees required to work overtime that would occur either prior to or after normal work hours shall be notified, when possible, two days in advance of the day on which the overtime is anticipated to be worked. Employees required to work overtime that would occur on the weekend (scheduled overtime) shall be notified, when possible, not later than noon of the Wednesday preceding the weekend.

All employees (except Permanent Forepersons) declining overtime shall be charged with the number of hours declined. Employees will not be charged on the overtime list for declining requests to work overtime that do not meet the preceding notification criteria.

Employees who accept scheduled overtime and then fail to report to work will be charged on the list double the number of hours accepted.

Section 9. Job Requirements

Subsequent to initial appointment, the employer has the right to place additional employment requirements on any job classification. For those permanent employees already on the job, the costs of such additional requirements shall be borne by the employer. New employees shall assume costs of all eligibility requirements.

Section 10. Change in Work Location/Transfer

- A. A change in work location may be designated by the bureau/office head or designee. Such changes in work location shall not be arbitrary. A unit employee may request and be considered for a change in work location. A unit employee seeking a change in work location will request it, in writing, to the bureau/office head or designee.

All vacancies which occur in job positions which are part of this bargaining unit shall be posted within the departments with notice sent to DCSMEC.

An employee seeking to be reassigned to a vacancy shall request it, in writing, to the appropriate Director, with a copy to his/her supervisor.

Employees may request a transfer if they have been in their current work location at least six months, have had no written reprimands (as a result of violations of any School Board Policy, contract provision, departmental regulation or policy) during the six month period prior to transfer request, and have successfully completed their probationary period.

ARTICLE IX (cont.)

Vacancies will be filled on the basis of qualifications, experience, and seniority.

Unit employees may be assigned to work locations as workload, staffing, and administrative requirements dictate. Changes in work location may be grievable, but shall not be arbitrable.

Transfer/Location Preference Requests will be held active in the Office of Human Resources for a period of six months from the date of request. Unit employees may request and receive one work location transfer per fiscal year.

- B. A joint Zone Mechanic (ZM) committee, co-chaired and consisting of six members, three selected by M-DCPS Facilities Operations, Maintenance, and three selected by the Union, will be established. Its mission is to meet and discuss the assignment and reassignment of zone mechanics and make recommendations. An equal number of alternates may be appointed by both parties.

The committee will also review suggestions from Zone Mechanics and management and make recommendations to improve the efficiency and effectiveness of Zone Mechanics. The committee shall meet at least quarterly. A written summary of the quarterly meetings shall be maintained.

All recommendations shall be forwarded to the Maintenance Officer, with a copy to the Union Business Agent.

District-wide Bidding - ZM vacancies identified by the Zone Mechanic Committee will be filled using a single round District-wide bidding process by seniority. ZMs who are unsuccessful in bidding will not be required to relinquish their assigned cluster. Bidding will be scheduled annually, unless some other time is agreed to by the Zone Mechanic Committee.

Section 11. Layoffs and Re-employment

The employer may lay off whenever it appears that financial considerations require layoff or whenever there is a diminished need for employee services. Employees shall be laid off in each affected job classification by inverse order of seniority in that job classification; employees shall be recalled in inverse order of layoff, the first to be laid off shall be the last to be recalled.

No new employees in affected job classifications shall be hired while former employees who are on the laid off list are willing and qualified to accept the jobs available.

In the event of a recall of any classification in a job family, re-employment will be offered to members of that job family who remain on the recall list by M-DCPS seniority in the job classification of the position to be filled.

An employee cannot be recalled to a position which was classified higher than his/her position at the time of layoff. An employee who is recalled for a lower position than his/her position at the time of layoff and who declines the offered position shall retain his/her recall rights.

ARTICLE IX (cont.)

Notification of recall or other job recovery options will be furnished by certified mail to the last home address, with a copy to DCSMEC. The employee shall be expected to notify immediately and report within three working days to the new assignment. If an employee fails to report to a new assignment within the three workdays, he/she shall be removed from the recall list, and shall be deemed to have forfeited further claim to any recall rights. The individual next in the recall sequence shall be notified to report to the new assignment, and so on.

Recalled former employees must meet the job qualification requirements existing at the time of layoff in order to be rehired.

Any sick leave forfeited at the time of layoff and termination shall be restored at the time of recall and rehire.

An employee notified for layoff may bump down or an employee laid off may bump back to any job classification which carries a lower designation within his/her craft, or to Trades Helper, provided his/her over-all job family seniority is greater than the employee in the classification whom he/she seeks to replace.

The bumping procedure shall afford the same rights of bumping and recall to any employee who is laid off because he/she was bumped.

Employees on layoff for 12 continuous months will be considered terminated and will lose all recall rights.

Section 12. Probationary Period

A probationary period of twelve calendar months is required for permanent and temporary employees on initial appointment to any position. A probationary period of four calendar months is required for employees upon promotion to any position. The probationary period shall start on the first day of service (the day the employee actually begins performing the duties of the position). In the event that the employee does not satisfactorily complete his/her probationary period, he/she shall be separated from the service except that, in the case of promotion from a lower pay rate position, he/she may be considered for employment in the class of comparable pay rate from which he/she was promoted.

During the probationary period, the immediate supervisor shall provide a written evaluation at least every two months. At any time during the probationary period or, as a result of summation of evaluations, the employee's performance is considered unacceptable, the newly-hired probationary employee shall be recommended for termination. The newly-hired probationary employee shall be on an hourly status and shall receive only the group health, vision, dental, and life insurance benefits provided to other employees during the initial four calendar months of the probationary period.

ARTICLE IX (cont.)

Upon successful completion of the initial four calendar months of the probationary period, the effective date for accruing leave and eligibility for tool and uniform allowances shall be the employee's hire date (first day of service). Accrued leave for newly-hired probationary employees may only be used effective upon completion of the initial four calendar months of the probationary period.

If any permanent employee voluntarily terminates his employment and is reemployed within a one-year period, he shall not be required to be retested on a District skills test previously passed for the same rehired job code. The rehired employee must meet all other District hiring requirements.

For the term of the 2015-2018 Successor Contract, the parties agree to waive the requirement for a hands-on skills test; applicants will be required to complete an oral interview and pass a written skills test.

Section 13. Seniority

Seniority shall be defined as the length of continuous service in a bargaining-unit job classification including all time the employee has been on sick leave, approved leaves of absence, vacation time, and layoff up to 12 continuous months of each layoff. Seniority shall not be lost if the employee quits or is discharged in accordance with the terms of this Agreement, and is rehired within 30 days. When two or more bargaining unit employees are hired on the same day, seniority shall be based on the lower M-DCPS-assigned employee number.

Job classification seniority shall be computed from the actual date the employee first worked in a specific job classification. If he/she is transferred or promoted to one or more other classifications, he/she shall continue to accumulate seniority in all of the prior classifications in which he/she worked, as well as the new one.

Seniority shall not be affected by transfers between work locations or departments within a bureau or office. Seniority shall be lost if the employee fails to report to recall after layoff (with reasonable time permitted).

Employees in the DCSMEC bargaining unit who are appointed to M-DCPS positions outside the bargaining unit shall have their seniority frozen and retain bump-back rights to their bargaining unit positions for four calendar months.

The M-DCPS shall provide the DCSMEC with a list of employees and their seniority status on a semi-annual basis, unless there is a contractually based need to clarify a seniority issue in which case M-DCPS will supply an updated seniority list upon request from DCSMEC.

ARTICLE IX (cont.)

Section 14. Interim Positions(s)

The Chief Officer of the appropriate bureau may in response to workload or staffing demands, recommend the assignment of a permanent employee into an interim position(s). Such an assignment shall not exceed six months unless agreed to by the parties and approved by the appropriate managerial officer or unit administrator. If an interim position assignment is made to fill an open budgeted position, such assignment shall not exceed 90 calendar days. Any employee assigned into an interim position shall satisfy all the minimum qualification requirements of the permanent job classification. In the event an employee is assigned to an interim position for a period of time that exceeds 10 consecutive workdays, such employee will be promoted to the pay rate established for that job classification effective the first day of the assignment. The employee shall revert to his/her previous rate of pay upon termination on the interim position assignment.

Interim position assignments shall be rotated among permanent employees who have been determined eligible for such assignment.

Whenever a work crew is composed exclusively of temporary employees, an Interim Foreperson or Lead Foreperson will be assigned to provide supervision.

Section 15. Lead Foreperson

When, at the discretion of the Chief Officer of the appropriate bureau, conditions exist that warrant short-term on-site supervision, a Lead Foreperson may be assigned to provide such supervision in conjunction with the employee's normal duties. Lead Forepersons will receive supplemental compensation in accordance with APPENDIX C during each day of such assignment, which shall not exceed 90 working days.

Employees shall receive Lead Foreperson pay during holidays, vacation, sick, or personal days until the assignment is terminated. The minimum duration of such assignment will be one workday. Such arrangement may be made, changed, or terminated with one workday's notice.

Section 16. Apprentice Staffing Program

A joint committee, consisting of an equal number of M-DCPS and DCSMEC representatives, will be established for the sole purpose of developing a mutually acceptable Apprentice Staffing Program.

Section 17. Joint Performance Evaluation Committee

A joint committee, co-chaired and consisting of six members, three selected by M-DCPS and three selected by the Union, will be established and meet to develop a performance evaluation system, with recommendations to the Superintendent or designee, if agreed to by the parties.

ARTICLE IX (cont.)

Section 18. Temporary Employment

- A. To meet temporary peak workload needs, the Chief Officer of the appropriate bureau may recommend the use of "temporary" positions.

The trades persons employed under this provision will be designated as "Temporary Journeypersons (Mechanic II). The temporary employee will possess a valid Certificate of Competency as a Journeyperson in the specified trade, issued by Miami-Dade, Monroe, Broward, Palm Beach, or Collier County, if such certification is customarily available for that trade. Temporary employees must achieve a passing score on the M-DCPS Skills Test for their respective trade prior to being hired. For the term of the 2015-2018 Successor Contract, the parties agree to waive the requirement for a hands-on skills test; applicants will be required to pass a written skills test.

The total number of temporary employees shall not exceed 25% and leased employees shall not exceed 10 percent of the total number of Permanent Journeyperson positions, except where otherwise agreed to by representatives of the parties.

Wages for temporary employees will be as published in the Salary Schedule H1.

Temporary employees will be required to furnish and maintain a set of hand tools customary to the trade. Other tools, equipment, and supplies will be furnished by M-DCPS.

Temporary employees shall be subject to an initial four-month probationary provision and then be considered as full-time employees. Temporary employees who satisfactorily complete the twelve-calendar month probationary period and are subsequently rehired within one year of termination will not be required to complete an additional probationary period. These employees following the probationary period will be entitled to all rights and benefits provided for full-time permanent employees in this Agreement, except that termination of temporary employment shall not be subject to the grievance or appeal process. Personnel terminated will not retain any rights of rehiring.

The performance of each employee will be evaluated at the end of the employment period for the purpose of possible future employment.

Supervision will be provided by M-DCPS. Interim, Temporary or Permanent Forepersons will be selected, except under extenuating circumstances with notice provided to the Union, from permanent full-time journeypersons to supervise temporary personnel and select and deliver necessary parts, materials, and non-personal tools to the job site.

ARTICLE IX (cont.)

The Board agrees that it will not utilize leased employees whenever a reduction-in-force is in effect. Leased employees will not replace or displace any permanent employees. Leased employees shall be supervised by M-DCPS permanent or interim forepersons. Leased employees shall be precluded from working side-by-side with full time unit employees in the same craft. Additionally, leased employees shall not ride in the same vehicle or report to the same yard as full time unit employees, except under extenuating circumstances with notice to the Union.

Prior to the implementation of a decision to contract-out work ordinarily and customarily performed by Bargaining Unit members, M-DCPS will provide the Union written notification of its intent to contract-out such work.

B. Temporary Employees -- Conversion to Permanent Full-time Status

Effective upon ratification of this contract:

1. Temporary employees shall become permanent at the beginning of the fourth year of service in any job classification within the bargaining unit.
2. A temporary employee who meets the requisites of a vacant, permanent position that becomes available shall be converted to that position prior to hiring a new employee to fill said position.

Section 19. Employee Safety

Employees are to be provided a safe workplace and be furnished with safety devices, protective clothing, and such safeguards as are necessary to reduce or eliminate accidents and injuries. Managers/supervisors are to do everything reasonably necessary to protect the life, health, and safety of each employee. Employees will follow safe practices and operating methods on all jobs assigned. Employees shall be required to wear the safety devices, protective clothing, or equipment designated by management for employee protection. Safety devices and equipment, when required, will be provided by the Board. Refusal or failure of an employee to use or wear such devices or equipment or failure to follow safe practice and operating methods shall be grounds for appropriate disciplinary action, including dismissal.

Each maintenance satellite center will establish and maintain a resource library of South Florida, National, and SREF safety code books for use by employees.

It is further the intent of M-DCPS to comply with the applicable provisions of the Occupational Safety and Health Act, 6A-2 Regulations, and the District Safety Inspection and Construction Safety Programs.

ARTICLE IX (cont.)

Section 20. Reimbursement for Travel Within Dade County

All employees who are required to use their personal vehicles to report directly to temporary assignments will be eligible for mileage reimbursement in accordance with M-DCPS regulations. Mileage allowance shall be computed at the maximum allowable rate per mile for distance actually traveled on official business as established by Board Policy. In-county travel reimbursement requests must be submitted within 12 months of the date travel occurred.

No employee shall transport M-DCPS shop tools or materials in the employee's personal vehicle.

Section 21. Employee Assistance Program

DCSMEC and the Board recognize that a wide range of problems not directly associated with an employee's job function can have an effect on an employee's job performance and/or attendance.

DCSMEC and the Board agree that assistance will be provided to such employees through the establishment of an Employee Assistance Program. The Employee Assistance Program is intended to help employees and their families who are suffering from such persistent problems as may tend to jeopardize an employee's health and continued employment. The program goal is to help individuals who develop such problems by providing for consultation, treatment, and rehabilitation to prevent their condition from progressing to a degree which will prevent them from working effectively. Appropriate measures will be taken to insure the confidentiality of records for any person admitted to the program, according to established personnel guidelines and federal regulations.

The Guidelines for the Employee Assistance Program, by reference, are made a part of this Contract.

Employee Rights: Job security will not be jeopardized by referral to the Employee Assistance Program, whether the referral is considered a voluntary referral in which an employee elects to participate in the program, or a supervisory referral in which a supervisor uses adopted guidelines to refer an employee into the program.

An employee has the right to refuse referral into the program and may discontinue participation at any time. Failure by an employee to accept referral or continue with treatment will be considered in the same manner as any factor that continues to affect job performance adversely.

Section 22. Health Services/Physical and Psychological Examinations and Tests

- A. The cost of all physical, psychological, or psychiatric tests or examinations taken by employees at the request or order of the Superintendent or his/her designee, except those examinations or tests which are prerequisite of initial employment, shall be borne by the Board.

ARTICLE IX (cont.)

- B. At all times the choice from among state-licensed physicians, psychologists, or psychiatrists shall be made by the employee from a list provided by the employer. No employee shall be compelled to submit to any test or examination not required of all employees of that classification without reasonable cause for the need for such examination expressed in writing by the Superintendent or his/her designee.
- C. An employee shall have the right to seek an additional opinion or judgment from among state-licensed physicians, psychologists, or psychiatrists of the employee's choosing. The cost shall be borne by the employee. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the employee.
- D. Employees will be examined or tested on the Board's time when directed to do so at the Board's expense in combination with the employee's insurance, if applicable.
- E. Drug-Free Work Place General Policy Statement -- Miami-Dade County Public Schools and DCSMEC recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. Miami-Dade County Public Schools and DCSMEC share a commitment to solve this problem and to create and maintain a drug-free work place.

Miami-Dade County Public Schools is responsible for the instruction and well-being of the students entrusted to its care. A consistent message needs to be communicated to Miami-Dade County Public Schools students: the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs is unacceptable.

- 1. Policy Objectives
 - a. To promote a healthy, safe working, and learning environment.
 - b. To seek the rehabilitation of employees with a self-admitted or detected substance abuse problem.
 - c. To eliminate substance abuse problems in the work place.
 - d. To provide a consistent model of substance-free behavior for students.
 - e. To provide a clear standard of conduct for Miami-Dade County Public Schools employees.
 - f. To hire drug-free employees.

ARTICLE IX (cont.)

2. Policy Statement - Illegal Drugs

Drug abuse by employees interferes with the educational and work process, and compromises the safety and well-being of staff and students. Employees are expected to conduct themselves in a manner consistent with the following provisions

- a. Employees on duty or on School Board property will not manufacture, distribute, dispense, possess, or use illegal drugs, nor will they be under the influence of such drugs.
- b. Employees on or off duty will not influence students to use or abuse illegal drugs.
- c. An employee convicted of any criminal drug statute violation occurring in the work place shall notify Miami-Dade County Public Schools no later than five days after such a conviction.

3. Policy Statement - Alcohol and Prescription Drugs

Alcohol, prescription, and over-the-counter drugs are legal and readily available. Generally safe and acceptable, these drugs, when abused over time or used in combination with one another, can result in chemical dependency or poly-drug addiction. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- a. Employees on duty or on School Board property will be free of intoxication from alcohol. Further, employees will not manufacture or use alcoholic beverages while on School Board property or on duty.
- b. Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician, and will not use prescribed drugs for purposes other than what the prescribed drugs were intended. In addition, the employee will not distribute or dispense such drugs, except as provided in School Board Policy 5330 School Health Services Program.

4. Policy Statement - Employee Physical Examinations/Screening/Health Services

In order to establish and support a clear standard of conduct for employees, Miami-Dade County Public Schools adheres to the following provisions:

- a. Drug screening will be included in all physical examinations required under existing labor contracts, statutes, and Board Policies.
- b. Circumstances under which testing may be considered include, but are not limited to, the following:

ARTICLE IX (cont.)

- (1) Observed use of illegal drugs and/or abuse of alcohol during work hours;
 - (2) Apparent physical state of impairment of motor functions;
 - (3) Marked changes in personal behavior on the job not attributable to other factors; and,
 - (4) Employee involvement in serious or repetitive accidents on the job causing personal injury to self or others and/or significant property damage.
- c. Drug and/or alcohol screening shall be conducted by Board-approved, independent, certified laboratories utilizing recognized techniques and procedures as described in the Miami-Dade County Public Schools Drug-Free Work Place Technical Guide, which is incorporated by reference into this Contract, and made a part thereof. The protocol for drug screening shall include a split sample and chemical immunoassay screening procedure. In the event initial test results are screened positive, such results will be confirmed and verified by the Gas Chromatography Mass Spectrometry (GC/MS) test.
- d. Medical records, and information relating directly thereto, will be maintained in strict confidentiality. Any laboratory contract shall provide that the contractor's records are to be kept confidential under provisions of Florida laws. M-DCPS shall establish a system of maintaining records to include both the district's and the contractor's record of applicant and employee urinalysis and blood alcohol results.
- The contract and the record maintenance system must have specific provisions that require that employee records are maintained and used with the highest regard for employee privacy consistent with Florida's Public Records Act and the purpose of achieving and maintaining a drug-free work place.
- e. Miami-Dade County Public Schools recognizes that chemical dependency is an illness that can be successfully treated. It is the policy of Miami-Dade County Public Schools, where possible, to seek rehabilitation of employees with a self-admitted or detected drug problem. Disciplinary action may be instituted against employees who the Board believes will not be assisted by rehabilitation or who have negatively impacted students and/or staff. Employees who have previously been referred for assistance or employees unwilling or unable to rehabilitate may be subject to appropriate action, pursuant to Board policy, applicable Florida Statutes, State Board of Education Rules, and applicable provisions of collective bargaining agreements.

ARTICLE IX (cont.)

5. Policy Statement - Pre-employment Drug Screening
 - a. Miami-Dade County Public Schools will require pre-employment drug screening of applicants in the manner set forth in the Drug-Free Work Place Technical Guide.
 - b. Applicants will be referred to Board-approved, independent, certified laboratories utilizing recognized techniques and procedures, as described in the Drug-Free Work Place Technical Guide.
 - c. Specimens collected will not be used to conduct any other analysis or test unless otherwise authorized by law.
 - d. Applicants will be informed in advance of the requirement of a negative drug screen as a condition of employment. Applicants testing positive will not be eligible for employment by Miami-Dade County Public Schools for one year from the date of the test. Applicants for designated positions will be informed of the requirement of screening as a part of all annual physical examinations required after employment, under existing labor contracts, statutes, and Board Policies, except as otherwise provided.

Section 23. Tobacco-Free Work Places

The parties seek to foster the health and safety of all Miami-Dade County Public Schools employees, students and visitors.

Smoking poses a significant risk to the health of the smoker. It can damage sensitive technical equipment and can be a safety hazard. In sufficient concentrations, side-stream smoke can be hazardous to non-smokers in the work environment. It may be harmful to individuals with heart and respiratory diseases or allergies related to tobacco smoke. Use of other tobacco products also poses a significant risk to the health of the user.

Smoking is a complex behavioral action which has some properties of both a psychological and physiological addiction. Many individuals need assistance to eliminate smoking from their lives.

Use of tobacco products is prohibited in areas where students are located or where there is sensitive or hazardous material.

Use of tobacco products will be prohibited on School Board-owned/leased properties and vehicles as of July 1, 1991.

All current and potential employees will be informed of the Miami-Dade County Public Schools tobacco-free work place policy, as described in the M-DCPS Tobacco-Free Workplace Technical Guide, which is incorporated by reference into the contract and made a part thereof.

ARTICLE X -- CLASSIFICATION PLAN AND POLICIES

Section 1. Hiring Rates

MINIMUM WAGE COMPLIANCE: The School Board will comply with prevailing federal minimum wage standards, in accordance with the requirements of the Fair Labor Standards Act and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.

NORMAL HIRING RATES: The normal hiring rate for each new and rehired permanent employee shall be found in Appendix C, except those as approved by the Chief Officer, Human Resources.

REHIRES: Rate determinations for a rehired employee.

- A. A former employee rehired within two calendar years of the date of last termination will be hired as follows:
 - (1) An employee hired in the same job classification as that held at the time of termination will be placed at the appropriate contractual rate for that classification.
 - (2) An employee hired in a different job classification than that of the job held at the time of termination will be hired on the same basis as a new employee.
- B. A former employee separated from the system for more than two calendar years will be hired on the same basis as a new employee.

Section 2. Promotions and Demotions

All promotions or demotions must be cleared and approved by the Division of Non-Instructional Staffing.

Promotions: An employee promoted to an existing job with a higher rate of pay will be given an increase in pay corresponding to the appropriate rate for that classification.

The effective date of pay for promotion shall be the effective date, as stipulated by the supervising administrator in the Workflow Request.

ARTICLE X (cont.)

Demotions:

a. Unsatisfactory Performance

In the event an employee is demoted to a different position at a lower paid classification as the result of inability to perform satisfactorily at the higher classification, or is assigned to a different position at a lower paid classification at his/her request, the employee shall be placed on the appropriate rate of pay for that classification.

b. Reclassification of Job to a Lower Pay Rate

In the event a position is reclassified to a lower pay rate and the incumbent cannot be placed in a position of a comparable pay rate, the individual's rate of pay shall remain the same.

c. Transfer to a Lower Pay Rate In Lieu of Layoff

In the event an employee is transferred to a position at a lower pay rate in lieu of layoff, the pay rate of the employee will be the pay rate for the lower paid classification.

Under no circumstances may an employee receive an increase in pay as a result of a demotion.

Section 3. Establishment of New Positions

All requests for the establishment of new positions will be first written up on a position questionnaire and submitted to Compensation Administration for evaluation and recommendation for an assigned pay rate. A copy of the proposed job description shall be submitted to the bargaining unit for its review and comment. New positions, so established, will be audited after they have been functioning for a reasonable period of time, to ensure the correctness of the level of duties, responsibilities, and pay rate assignment.

Section 4. Reclassification of Positions

Requests for evaluation of position classification may originate from employees or supervisory personnel and should be directed to Compensation Administration in the Office of Human Resources. Reclassification requests will not be given consideration unless approval is obtained from both the immediate supervisor and the department head or administrator in charge. Employees are further reminded that requests for reclassification to higher level positions cannot be considered unless the employee meets the minimum qualifications, including minimum standard tests or licensing requirements.

Denied reclassification requests will not be reconsidered for a period of 12 months, except under extraordinary circumstances, such as complete department reorganizations.

ARTICLE X (cont.)

An employee in an existing job which is re-evaluated to a higher pay rate with or without a change in job content, will be given an increase in pay to the corresponding pay rate or maintain the present rate of pay, whichever is higher. An employee who is reclassified to a job in a higher pay rate shall be placed at the pay rate of the new position.

Section 5. Classification Appeal

Whenever an employee or DCSMEC has just cause to question a classification, the employee or DCSMEC may apply for a review of the classification in writing to the employee's department head, using the proper form.

Such request, commented upon by the department head, shall be forwarded to Compensation Administration by the employee's department head, within 20 working days of receipt of request.

Within 20 working days of such receipt by Compensation Administration of request for reclassification, Compensation Administration, shall render a decision.

If the employee or DCSMEC is not satisfied with the decision, the employee or DCSMEC may, within 10 working days, request a hearing by the Chief Officer, Human Resources. At the hearing, the employee or DCSMEC may be accompanied by a representative of his/her choosing and may produce any documents and evidence to support the claim for reclassification. The Chief Officer, Human Resources or designee will explain the basis for the decision in the event the request is denied. The Chief Officer, Human Resources, or designee shall hold such hearing within 30 days of the request.

The decision of the Chief Officer, Human Resources, shall be final, and shall not be subject to a grievable, litigable, or reviewable process.

ARTICLE XI -- DISCIPLINARY ACTION

Section 1. Notification

- A. Whenever an employee violates any rule, regulation, or policy, that employee shall be notified by his/her supervisor, as soon as possible, with the employee being informed of the rule, regulation, or policy violated. An informal discussion with the employee shall occur whenever the employee's conduct or the nature and severity of the alleged infraction/violation does not warrant formal disciplinary action.

The Board and the Union recognize the principle of progressive discipline. The parties agree that disciplinary action may be consistent with the concept of progressive discipline when the Board deems it appropriate, and that the degree of discipline shall be reasonably related to the seriousness of the offense and the employee's record.

- B. Any employee summoned for a Conference-for-the-Record (CFR) shall be given no less than two working days' notice, except in cases deemed to be an emergency. The notification shall contain a statement of the reason(s) for the CFR.

An employee notified of a CFR which may lead to disciplinary action shall have the right to request Union representation and shall be so informed of this right. The Union shall have the right to refuse representation of non-dues-paying School Board employees.

A CFR which may lead to disciplinary action or reprimand not held in accordance with these conditions shall not be considered a part of the employee's personnel file or record. Neither the fact of the conference nor any statements made at the conference may be used in any subsequent proceedings or reprimand involving the employee.

- C. There shall be no evaluation statement or reprimand placed in an employee's personnel folder unless the employee has first been given a copy.
- D. The employee shall have the right to request Union representation in a disciplinary action and shall be informed of this right.

Section 2. Types of Separation

- A. Dissolution of the employment relationship between a permanent unit member and the Board may occur by any of three distinct types of separation.
1. **Voluntary** -- The employee initiates the separation by resigning, retiring, abandoning the position, or other unilateral action by the employee.

ARTICLE XI (cont.)

2. **Excessive Absenteeism/Abandonment of Position** -- An unauthorized absence for three consecutive workdays, where such absence is not reported as prescribed by bureau/office procedures, shall be evidence of abandonment of position. Unauthorized absences totaling five or more workdays during the previous 12-month period shall be evidence of excessive absenteeism. Either of the foregoing shall constitute grounds for which the School Board may terminate employment. Absences due to emergencies, or circumstances beyond the employee's control, will be given full consideration.

An employee recommended for termination under this provision shall have the right to request of the Superintendent's designee, a review of the facts concerning the unauthorized leave. Such right shall exist for a period of 10 working days after first being notified by the Office of Professional Standards.

Section 3. Dismissals, Suspensions, Demotions

Employees dismissed, suspended, or demoted shall be entitled to appeal such action to an impartial Hearing Officer. The employee shall be notified of such action and of his/her right to appeal by certified mail. (The employee shall have 20 calendar days in which to notify the School Board Clerk, in writing, of the employee's intent to appeal such action.) Failure to request a hearing for appeal of disciplinary action in the manner prescribed herein shall be deemed a waiver of rights to any such hearing. The Board shall provide for an impartial Hearing Officer who shall set the date and place mutually agreeable to the employee and the Board for the hearing of the appeal. All such proceedings shall be conducted in accordance with School Board Policy 0133. The findings of the Hearing Officer shall not be binding on the Board, and the Board shall retain final authority on all dismissals, suspensions, and demotions. If the employee is not employed or has had a reduction in salary during the time of appeal of such dismissal, suspension, or demotion, and if reinstated by Board action, the employee shall receive payment for the days not worked, or salary not received, and shall not lose any longevity or be charged with a break in service due to said dismissal, suspension, or demotion.

Section 4. Cause for Suspension

In those cases where any employee has not complied with Board policies and/or department regulations, but the infraction is not deemed serious enough to recommend dismissal, the department head may recommend suspension up to 30 calendar days without pay. All suspensions must be approved by the Superintendent.

Section 5. Personnel Files

- A. Pursuant to Florida Statutes, Chapter 231.291, Personnel Files -- Public school system employee personnel files shall be maintained according to the following provisions:

ARTICLE XI (cont.)

1. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal, under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.
2. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
 - a. No such materials may be placed in a personnel file, unless they have been reduced to writing within 45 calendar days, exclusive of the summer vacation period, of the school system's administration becoming aware of the facts reflected in the materials.
 - b. The employee shall have the right to answer any material filed hereafter in his/her personnel file and the answer, if submitted, shall be attached to the file copy. No anonymous letter or material shall be placed in an employee's personnel file. The validity of items of a derogatory nature placed in an employee's personnel file shall be subject to the grievance procedure.
 - c. There shall be no statements placed in an employee's personnel file unless the employee has been given a copy.
3. Upon request, the employee, or any person designated in writing by the employee, shall be permitted to examine the personnel file. The employee shall be permitted, conveniently, to reproduce any materials in the file, at a cost no greater that five cents per page. Such request should be made to the custodian of a personnel file, who shall permit examination of the records at reasonable times, under reasonable conditions, and under supervision of the custodian of the record.
4. The custodian of the record shall maintain a record in the file of those persons reviewing the file each time it is reviewed.

Section 6. Personnel Investigations

- A. The Board shall take steps to ascertain the identity of the complainant, prior to authorization of an investigation. No investigation of an allegation against an employee shall be made on the basis of an anonymous complaint.
- B. In the event of allegations and/or complaints being made against any employee, an investigation which may result in information being placed in the employee's personnel file shall not be concluded by the Miami-Dade Schools Police Department (M-DSPD) or any person prior to the time that the employee receives identification of the complainant and the nature of the complaint.

ARTICLE XI (cont.)

The parties agree that the Personnel Investigative Model (PIM) and the PIM User's Guide shall govern the investigative process and are hereby incorporated as part of this Agreement.

- C. In all Board investigations which may lead to suspension or dismissal of an employee, only the Superintendent or his/her designee may authorize such an investigation. When a formal investigation has been authorized, all personnel who are the subject of an investigation will be advised by the M-DSPD investigator or the appropriate department of their legal rights and the procedures available to them for representation. Information that is not substantiated will not be used for disciplinary action against the employee.
- D. In all Board investigations resulting in discipline, the employee shall be provided with a copy of the report. With the permission of the employee, the Union shall also receive a copy. When investigatory reports are to be provided, said reports shall be transmitted within a timeframe consistent and harmonious with basic due process.
- E. In all cases in which the preliminary investigation is concluded, with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint and the complaint and all such materials shall be open, thereafter, to inspection. Where allegations have not been proven against an employee, no reprisal or punitive action shall be taken against an employee.

Section 7. Employees shall be free from unnecessary, spiteful, or negative criticism or complaints by administrators and/or other persons. Under no conditions shall management representatives express complaints or criticisms concerning an employee in the presence of other employees, students, or parents, nor shall anonymous complaints be processed.

ARTICLE XII -- LEAVES, VACATIONS, AND HOLIDAYS

Section 1. General Provisions

- A. Notwithstanding the limitations on the maximum length for each type of extended leave of absence without pay (i.e., extended leave for illness/personal, or parental), the following overall limitations shall apply to any combination of leaves, regardless of category:
1. The number of calendar years granted for any single period of continuous leave of absence without pay, with the exception of extended military leave, shall not exceed the number of entire fiscal/school years worked with M-DCPS immediately preceding the leave request, up to a maximum of four.
 2. Exceptions to such provision will be made only for extenuating circumstances, as determined by the Chief Officer, Human Resources.
- B. Employment rights to the same position shall be protected for one year. Employees returning from leaves in excess of one year shall be assigned to an equivalent position.
- C. Employment while on leave is not permitted, unless specifically requested and approved at the time the leave is granted. If approved, such employment shall be limited to a maximum of 25 hours per week.
- D. The Board complies with all the requirements of the Family and Medical Leave Act (FMLA) of 1993.

Section 2. Voting Leave

The Board agrees to allow, whenever possible, an employee who is a registered voter a reasonable amount of time off (not to exceed one hour) with pay, to vote in each local and general election. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling such time off.

The employee may be required to show proof of registration prior to being granted voting leave.

Section 3. Military Leave

- A. A full-time regular employee of The School Board of Miami-Dade County, Florida may be granted a military leave of absence provided that the employee is recalled to active service from a reserve status. The employee who is recalled for annual military responsibility will receive up to 17 calendar days with pay.

ARTICLE XII (cont.)

- B. Employees in the DCSMEC bargaining unit who have been scheduled for U. S. military service-related health assessment, as a result of exposure to herbicides in the course of Vietnam service, shall be granted leave with pay for such assessment, not to exceed five workdays. Documentary evidence from an appropriate military/governmental entity must be submitted with the application for such leave to the supervising administrator and must be approved by the Leave Department.
- C. The first 30 calendar days of military service by full-time employees are compensable at full pay upon verification that the employee has completed 30 days of service. Subsequent to the first 30 days of service, the Board will provide military pay supplements to full-time employees who are reservists or members of the National Guard, involuntarily called to active duty after September 11, 2001. This supplement shall be the difference between the employee's salary and their military base pay (exclusive of allowances for quarters, rations, variable housing allowances, or other special pay). When an employee's military base pay equals or exceeds the employee's regular rate of pay, no military pay supplement will be awarded.

Section 4. Parental Leave

A parental leave of absence without pay may be granted to an employee for the purpose of childbearing and/or child rearing as follows:

- A. A regular full-time employee who is an expectant mother may be granted parental leave at the employee's request.

If this leave falls within the school year, an approximate time shall be given as to when the employee expects to return. The employee's physician (i.e., health care provider) must approve her return to duty, in writing.

- B. An employee adopting an infant child (i.e., one year of age or less) shall be entitled to request leave to commence at any time during the first year after receiving such custody, if necessary, in order to fulfill the requirements for adoption.
- C. A male employee shall notify his department head in writing of his desire to take parental leave to begin at any time between the birth of his child and one year thereafter. Except in cases of emergency, the employee shall give such notice at least 30 days prior to the day on which the leave is to begin.
- D. The maximum period for which parental leave may be granted is one year (12 months). The employee may request an additional year of leave which will be personal leave. Therefore, the total time granted for the same child rearing, pregnancy, or adoption cannot exceed two years.

Section 5. Personal Leave With Pay

Full-time employees who are eligible to accrue sick leave may use up to a maximum of six days personal leave with pay per year, provided that such days shall be charged against the employee's currently accrued sick leave. This leave is non-cumulative.

ARTICLE XII (cont.)

Section 6. Personal Leave Without Pay

Leave of absence for personal reasons which has been requested, in writing, by the employee at least five days prior to the date of the requested leave, not to exceed 30 days, may be granted to full-time regular employees of the Miami-Dade County Public Schools, if approved by the Superintendent, subject to the following guidelines:

- A. No wages or salaries shall be paid during such leave, except as provided in other sections of Board Policies.
- B. All such leaves in excess of 30 consecutive workdays shall be approved by the Board, except for those granted in accordance with provisions of the Workers' Compensation Law.
- C. Re-employment rights to a position of like status shall be protected.
- D. Such leave shall not exceed one year in duration.
- E. In case of emergency, approval shall not be arbitrarily withheld.
- F. Such leave may be granted for one of the following reasons:
 - 1. Serve in United States Government agency sponsored volunteer or service program.
 - 2. Fill one full-time position on the unit organization's staff.
 - 3. Continue no more than one parental leave.
 - 4. Settle immediate family estate.
 - 5. Severe family hardship.
 - 6. Professional improvement (does not involve work for another employer).

Personal leave for reasons other than those listed above may be approved by the Board upon recommendation of the Superintendent.

- G. Full-time regular employees are not eligible to request personal leave without pay, pursuant to Section 6(B) above, until after completion of three years of acceptable job performance in the Miami-Dade County Public Schools.

Section 7. Personal Leave -- Other Provisions

Any employee on leave may make contributions to any compensation or employee benefit plan, where permitted, that was available to the employee before the leave.

Section 8. Sick Leave

- A. Each full-time employee is entitled to accumulate one day of sick leave per month of employment. Such sick leave is to be accrued in the following manner:

ARTICLE XII (cont.)

Each unit member employed on a full-time basis shall be credited with four days of sick leave at the end of the first month of employment of each fiscal year and shall thereafter be credited for one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee.

However, each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his/her employment and has not accrued the four sick days available to him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned by the employee. Such sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue.

All unused accumulated sick leave days earned after July 1, 1982, will be restored to employees previously employed upon returning to employment in the school system, except for employees who have retired.

B. Sick leave shall be approved in the following two categories:

1. Illness of self or illness and/or death of:

Mother	Husband	Foster children
Father	Wife	Step-parents
Sister	Child	Step-children
Brother	Foster parents	Grandchild
Mother-in-law	Son-in-law	Uncle
Father-in-law	Daughter-in-law	Aunt
Brother-in-law	Grandmother	Niece
Sister-in-law	Grandfather	Nephew

2. Illness and/or death of:

Persons who reside in the same residence as the person who is requesting sick leave.

C. A full-time permanent employee may authorize the donation of up to five sick leave days per year to another permanent DCSMEC bargaining unit member who:

1. has exhausted all personal sick leave days;
2. has been confined for 10 working days or more without pay.

An employee who donates personal sick leave days to another employee must maintain a sick leave balance of 12 days. Any sick leave days donated shall not be deemed absences for purposes of determining eligibility for the Good or Perfect Attendance Incentives.

ARTICLE XII (cont.)

- D. The supervising administrator may release an employee for up to two hours for the purpose of medical and/or dental appointments. The employee may be required by the supervising administrator to provide verification of such appointments. The release must be requested of the supervising administrator at least 24 hours prior to the scheduled appointment.

Section 9. Jury Duty Leave

In case of jury summons, the employee must report to the court on the appointed day, as there is no statutory exemption from jury service.

Any full-time employee who is summoned as a member of a jury panel shall be granted temporary duty with pay, and any jury fees shall be retained by the employee.

An employee subpoenaed in line of duty to represent the Board as a witness or defendant shall be given temporary duty and any witness fees shall be retained by the employee. In no case shall temporary duty with pay be granted for court attendance when an employee is engaged in his/her personal litigation; however, employees who have accrued vacation may be granted vacation leave in such cases with approval of the responsible supervisor.

Any employee of the school system may be placed on temporary duty without loss of pay when he/she has been subpoenaed by a court as a result of incidents occurring which are related to his/her employment with The School Board of Miami-Dade County, Florida.

Any employee who has in his/her custody official records of the school system and is subpoenaed by a court to produce such records may also be granted temporary duty without loss of pay.

Section 10. Leave for Illness or Injury-In-Line-of-Duty

- A. An employee shall be eligible for leave for illness or injury-in-line-of-duty when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work.
- B. The following requirements shall apply for this type of leave as defined above:
 - 1. Duration of Leave
 - a. Leave may be authorized for a total of not more than 10 school days during any school year for illness contracted or injury incurred in-line-of-duty.
 - b. Additional leave not to exceed 30 days may be granted automatically upon receipt of verification by a physician approved by the Office of Risk and Benefits Management, or designated representative stating that the employee is unable to return to duty. The term of additional leave granted under this Section shall not extend beyond the date the physician states that the employee may return to duty.

ARTICLE XII (cont.)

- c. A medical evaluation conducted by a physician approved by the Office of Risk and Benefits Management, or designated representative will be the determining factor when the employee is able to return to duty. If the employee is not able to assume his/her regular duties, but is able to return to a less strenuous assignment, when such assignment is available, the employee must accept the lesser assignment at this regular salary, not to exceed one year from the date of the injury or illness.
 - d. Emergency sick leave may be granted in addition to leave listed in a. and b. above for illness or injury occurring under circumstances which, in the opinion of the Board, warrants granting of such leave. Such additional emergency sick leave, if granted by the Board, shall be for such term and under such conditions as the Board deems proper. The term for such leave shall not exceed one calendar year from the date of the injury or illness.
 - e. The Superintendent or his/her designee may, when deemed in the best interest of the school system, involuntarily transfer unit members with contagious or infectious diseases (as agreed to by the parties). Before said employee is involuntarily transferred, a conference shall be held with the Chief Facilities Officer, Office of School Facilities, or other appropriate Chief Officer, or his/her designee, except where such transfers are a result of a legal order. Employees who are involuntarily transferred, pursuant to this Section, will have the right to be accompanied to the conference by a representative of the Union and shall be informed of this right.
2. Compensation for leave time granted for injury-in-line-of-duty will be calculated, as defined below:
- a. Whenever a full-time employee is absent from his/her duties as a result of an approved workers' compensation injury, the employee will be paid full salary for a period of 13 weeks (91 days) from the date of the accident. After this time period, and continuing up to a period of six months from the date of the accident, sick leave time may be used to keep the employee in full salary, such sick leave being computed at the daily sick leave rate less the daily workers' compensation rate, for each sick leave day granted. This sick leave may be restored to the employee upon request. If the employee elects to use sick leave to keep himself/herself in full salary beyond six months from the date of the accident, these days will not be restored (Board Policy 6430).

Part-time employees (those not eligible for accrued sick leave) will be eligible for a maximum of 10 days paid injury leave and workers' compensation benefits, as defined by Florida Statutes, Chapter 440.

ARTICLE XII (cont.)

All fringe benefits will continue to accrue during authorized absences for injury, or until the employee has returned to work or has otherwise concluded his/her compensation matter.

If requested, and in accordance with Florida Statutes, Chapter 440, Miami-Dade County Public Schools will provide the employee and/or the employee's immediate family with information and assistance throughout the entire workers' compensation process.

- b. To comply with Florida Statutes, Chapter 440, the Board's Workers' Education and Rehabilitation Compensation (WERC) Program will be utilized to support the placement of those eligible alternative duty employees into retraining classes or reassignment to other duties commensurate with the restrictions/limitations provided by the authorized compensation physician.

Section 11. Vacation Accrual -- Annual Leave

A. Accrual -- Twelve-month Employees

1. First three years of employment -- one and one-fourth days per month (15 days maximum per fiscal year).
2. Effective with the accrual, for first month following School Board ratification of the 2015-2018 successor contract, eligible full-time employees in their fourth year of employment and thereafter shall accrue 1.834 days per month (22-maximum days per fiscal year).

B. Accrual Provisions

1. A month, for annual leave accrual purposes, is defined as each two consecutive pay periods, commencing with the first pay period of each fiscal year, which includes the first workday in July of each fiscal year.
2. To receive credit for an accrual month, the employee must be eligible for pay for 11 days or more during any month (as defined above).
3. A year of employment is defined as a year of service with the Miami-Dade County Public Schools, which is more than one-half the fiscal year.
4. The effective date of accrual rate changes to be determined as of July 1 following the fiscal year during which the employee completes creditable service, as applicable.
5. Responsible supervisors should make every effort to insure that earned annual leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation.

ARTICLE XII (cont.)

If the employee has not used annual leave on a current basis, the employee may accrue a maximum of 60 days of annual leave effective July 1, 2007. Any employee who accrues the maximum of 60 days of annual leave shall discontinue to accrue additional annual leave credits as of the end of the month during which the maximum is reached. All accrued vacation shall be paid to the employee for early or normal retirement, or resignation, or to his/her beneficiaries, if services are terminated by death.

Section 12. Annual Leave Scheduling

Annual leave should be used to provide periodic vacation and employees should be permitted the opportunity of taking a minimum of 10 consecutive days' vacation during a fiscal year provided that number of annual leave credits has been accrued. Annual leave credits may be used for purposes other than vacation when authorized by the department head.

Upon reasonable notice, a department head may require an employee to use any part of his/her accrued annual leave for vacation purposes at any time that it is deemed advisable.

Annual leave for an employee shall be so scheduled that there will be minimum disruption of the operation of the school system.

In setting annual leave schedules, preference as to annual leave dates will be given to those employees with the greatest amount of service in the same classification.

Employees may request annual leave at any time. The scheduling of such leave is with the approval and at the discretion of the supervising administrator. Such approval shall not be arbitrarily withheld.

Section 13. Holidays

- A. Effective each year of this Contract, a total of 12 holidays will be granted to each unit member, pursuant to the Board calendar adopted annually.

The following are approved holidays and shall be granted to all full-time permanent employees of this unit.

Independence Day	New Year's Day
Labor Day	Martin Luther King's Birthday
Veterans' Day	All Presidents' Day
Thanksgiving (two days)	Memorial Day
Christmas (three days)	

- B. If an employee is required to work on a holiday, the employee will receive the regular daily rate of pay plus one and one-half times the employee's hourly rate for hours worked on that holiday.

ARTICLE XII (cont.)

- C. When, for those employees on a four-day work week, a holiday falls on a day which is not part of the employee's regular four-day work week, the holiday shall be observed on the preceding workday, except for holidays falling on Sunday (which will be observed on the first workday following the holiday). This provision will not be applicable during the Winter Recess period.
- D. In the case of layoff, an employee will be considered eligible for holiday pay provided he/she worked within 21 days before the holiday, if work was scheduled.
- E. Regular work assignments will not be scheduled during Labor Day. Work may be scheduled during Labor Day only in emergency situations.
- F. Eligibility for Pay
 - 1. ACTIVE STATUS: An employee must be in pay status (including paid absences) for at least one (1) day in the ten (10) day period preceding the holiday/recess and for at least one (1) day in the ten (10) day period following the holiday/recess to be eligible for holiday/recess pay.
 - 2. INACTIVE STATUS (BOARD APPROVED LEAVE): If the Board-approved leave effective date is prior to the holiday/recess, the employee is not entitled to holiday/recess pay. If the leave effective date is the first day after the holiday/recess, or if the employee is in pay status (including paid absences) for at least one (1) day in the ten (10) day period following the holiday/recess, then the employee is entitled to holiday/recess pay.
 - 3. TERMINATED EMPLOYEES
 - a. Terminations (other than Retirement) – An employee must be in pay status (including paid absences) for at least one (1) day in the ten (10) day period preceding the holiday/recess and for at least one (1) day in the ten (10) day period following the holiday/recess to be eligible for holiday/recess pay. If the employee is NOT in pay status (including paid absences) after the holiday/recess, then he/she must be terminated effective the last work day prior to the holiday/recess, and is not entitled to holiday/recess pay.
 - b. Retired Status – An employee must be in pay status (including paid absences) for at least one (1) day in the ten (10) day period preceding the holiday/recess and for at least one (1) day in the ten (10) day period following the holiday/recess to be eligible for the holiday/recess pay. Employees that have declared their retirement date before ratification of the 2015-2018 Successor Contract and meet the active pay status eligibility before the holiday/recess, will be eligible for holiday/recess pay until their retirement date.

Section 14. Recess Days

Unit employees will not work during the Winter Recess (five days) and the Spring Recess (five days), as set forth in the Elementary and Secondary School Calendar.

ARTICLE XII (cont.)

Section 15. Short Term Disability Benefit

Full-time employees suffering a disability will be eligible to apply for the CORE Short Term Disability Benefit. Employees may use accrued sick leave during the period of such disability. The Disability Benefits shall not be decreased to coordinate with the use of sick leave. Once eligible, said benefit shall continue for the approved period of time.

Section 16. Extended Sick Leave Without Pay

Extended leave without pay for illness of the employee constitutes a protection to one's employment rights. Such leave shall be granted only for health of self or family member, provided the following requirements are met:

- A. Employees seeking such leave must make application on the form provided by the Office of Personnel Management and Services.
- B. Such application must be supported and accompanied by the following:
 - 1. Identity of person in ill health;
 - 2. Statement from physician explaining why such leave is necessary; and
 - 3. Effective dates of requested leave (beginning and ending).
- C. Such leave shall not exceed one year in duration.
- D. Employees on such leave may, upon expiration of leave, apply for an extension. The employer may grant such extension as warranted; however, the maximum time an employee may be absent on leave for illness of self, illness of relative, or any combination thereof shall be three years.
- E. While an employee is on extended sick leave without pay, the employer agrees to continue to pay its regular contribution to the employee's insurance benefits.

Section 17. Attendance Incentives

A. Good Attendance Incentive

To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board provides a good attendance incentive. All employees in the bargaining unit who accrue sick leave may cash in sick leave days accrued each year provided the following criteria are met:

- 1. The employee must use no more than a total of three sick/personal/leave without pay days during the course of the fiscal year (July 1 - June 30).

ARTICLE XII (cont.)

2. The employee must have a minimum of 21 accrued sick leave days after cash-in of sick leave days accrued on an annual basis. Compensation for annual accrued sick leave cashed in, pursuant to the above provisions, shall be as follows:

The employee's daily rate of pay during the fiscal year in which the days were accrued times 80 percent.

Payment for this benefit will be made on or before August 1 of the following fiscal year, or at a later mutually acceptable date. Days for which such payment is received shall be deducted from the employee's accumulated leave balance.

B. Perfect Attendance Incentives

1. An employee in the DCSMEC unit, who maintains a record of perfect attendance at work for an entire fiscal year, shall be paid at three times the normal rate of pay for the last workday of the fiscal year, not to exceed an additional amount 16 times the employee's regular hourly rate.
2. An employee in the DCSMEC unit who uses only one sick/personal leave day in an entire fiscal year shall be paid at two times the normal rate of pay for the last workday of the fiscal year, not to exceed an additional amount eight times the employee's regular hourly rate.
3. Payment for this benefit will be made on or before August 1 of the following fiscal year.

ARTICLE XIII -- SALARY

- A. All positions authorized for inclusion in the DCSMEC bargaining unit are compensated at pay rates specified on Salary Schedules HO or H1(refer to Appendix C).
- B. The HO and H1 salary schedules will be improved by 2.4% effective July 1, 2015.
- C. Each foreperson classification shall be eight (8) percent above the salary of the corresponding journeyman classification, except for Network and Data Services Foreperson, Area General Foreperson, Trades Support Foreperson and Project Specialist Foreperson.
- D. Temporary employees listed on the H1 salary schedule shall be paid at 80 percent of the related tradesperson salary schedule.

An H2 Salary Schedule Pilot Program will be established for the length of the 2015-2018 Successor Contract. All newly hired and rehired temporary and permanent journeymen in the following designated structural and finishing trades, hired after the date of School Board ratification of the 2015-2018 successor contract, shall be paid at the rates on the H2 salary schedule. Employees shall remain on the H2 salary schedule and are not eligible to move to the HO (100%) salary scale, unless otherwise recommended by the appropriate Chief Officer and approved by the Chief Human Capital Officer or designee.

H2 Salary Schedule

Carpenter	\$48,000
Glazier	\$45,000
Mason	\$45,000
Painter	\$37,000
Roofer	\$41,000

Should market conditions change significantly, the parties agree to revisit the rates assigned to the H2 salary schedule.

All former employees, in the trades listed above, rehired after the date of School Board ratification (October 14, 2015) of the 2015-2018 successor contract shall be paid at the salaries as specified in this Article.

Effective the first pay period following School Board ratification (October 23, 2015) of the 2015-2018 Successor Contract, current temporary employees paid on the H1 salary schedule will be adjusted to the corresponding position and salary on the H0 salary schedule.

ARTICLE XIII (cont.)

- E. Lead forepersons shall receive \$1.00 per hour upon assignment.
- F. Only employees in an active status as of the date of School Board ratification shall be entitled to any retroactive adjustments resulting from this Agreement.
- G. Zone Mechanics
1. Current M-DCPS employees who become Zone Mechanics or Certified Zone Mechanics will receive the salary specified in Appendix C, Salary Schedule HO for Zone Mechanics (6444) or Certified Zone Mechanics (6445), respectively, or their current salary, whichever is greater.
 2. Non-M-DCPS applicants hired as Zone Mechanics will receive the salary specified in Appendix C, Salary Schedule HO for Zone Mechanic (6444).
 3. Zone Mechanics (6444) shall apply and take the Zone Mechanic Certification Examination upon completion of the four-calendar month probationary period. The Zone Mechanic Certification Examination shall be administered quarterly, or as soon thereafter as is practical, but not less than twice annually. An employee who fails to achieve a passing score on any component (Refrigeration Certification, Building Maintenance Certification, Plumbing Certification, Electrical Certification) of the Zone Mechanic Certification Examination shall be required to complete that component(s) of the training program before reapplying for the Zone Mechanic Certification Examination.
 4. A Zone Mechanic who fails to pass one or more component(s) of the Zone Mechanic Certification Examination for a second time may be afforded the opportunity to again take the appropriate component training program(s) and then take the next scheduled component test(s). Zone Mechanics who fail to successfully pass all component tests after three attempts, may apply to retake the entire battery of tests after 12 months from date of the third attempt.
 5. Zone Mechanics who successfully complete the Zone Mechanic Certification Examination shall be reclassified to the Zone Mechanic - Certified (6445) position, effective the first pay period following successful completion of the Zone Mechanic Certification Examination.
- H. Hazardous Duty Pay
- Hazardous duty pay of \$2.00 per hour shall be paid to employees, who after receiving prior permission from the Administrative Director, Facilities Operations, Maintenance, perform specifically assigned tasks that involve:
- Working on a hanging or swing stage or fixed scaffolding where a free fall of over 40 feet is possible;
 - Working on roofs with a pitch of 7:12 or greater;

ARTICLE XIII (cont.)

- Installing, removing probe testing or trouble shooting equipment that is electrically connected to energized conductors with a nominal voltage of 480 volts or greater;
- Handling and removal of unencapsulated, unpackaged, friable asbestos material;
- Work requiring the wearing of Asbestos Protective Equipment;
- Performing spray painting duties; and
- Handling or spraying of chemicals used in air conditioning coil cleaning.

Employees assigned to hazardous duty as a regular function of their work assignment shall be paid a minimum of four hours of hazardous duty pay daily.

I. SALARY ERRORS

If an error is discovered in an employee's salary calculation, this error may be corrected back to July 1 of the fiscal year in which the error was attributable, but not to exceed three (3) years.

Overpayment collections shall be made in the same dollar amount and at the same rate as the overpayment was made provided, however, that any employee encountering a problem in effecting a repayment, due to any reasonable and legitimate cause, will be given full consideration for an adjustment in the rate and amount of repayment. Affected employees will be given written notice of said overpayment, as well as the amount, and shall be informed of the District's intent to regain such funds prior to any monies being withheld from the employee.

- J. Those DCSMEC bargaining unit members who were awarded license incentive pay supplements (i.e., \$250/\$500 for journeyperson, foreperson, or Area General Foreperson who attained an official Miami-Dade County Personal Certificate of Competency/Miami-Dade County or State of Florida Masters License in their respective trades), pursuant to the 1982 M-DCPS/DCSMEC Labor Agreement, shall retain the license incentive pay upon promotion within the DCSMEC bargaining unit.

ARTICLE XIV -- RETIREMENT AND TERMINAL PAY

- A. Retirement system membership and benefits are governed by Florida Statutes.
- B. At Normal Retirement, Resignation, or Death

To encourage and reward employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to employees at normal retirement, resignation, or to their beneficiaries, if services are terminated by death. Any employee not in service at the time of retirement shall not receive these benefits. Terminal pay shall not exceed an amount determined by the daily rate of the employee at retirement, resignation, or death, as follows:

1. During the first three 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 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 years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave;
4. During and after the 10th year of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave; and,
5. During and after the 13th year of service and until when first eligible for normal retirement, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave. Thereafter, the daily rate will remain frozen at the rate when first eligible for normal retirement. In no case, however, shall an employee whose daily rate has been frozen, pursuant to this provision, receive less than the amount determined as in #4 above.

Provisions for terminal pay at resignation apply only to those sick leave days accrued after July 1, 1982.

Payment for the resignation and retirement benefit will be made on or before September 1 of the fiscal year subsequent to the one in which the employee resigns or retires or on a later mutually agreeable date.

Resignation or retirement, as referred to herein, shall mean termination of employment by action of the employee; such termination excludes resignation or retirement after a recommendation for dismissal or resignation or retirement after participation in a work stoppage, job action, or strike, in the absence of specific approval by the Board. The daily rate shall be computed by dividing the number of "working days" that year into the annual salary. "Normal retirement," as referred to herein, shall mean retirement under any retirement system established by the Legislature with either full or reduced benefits as provided by law "Normal retirement" shall not be interpreted to include disability retirement. "Years of service"

ARTICLE XIV (cont.)

shall mean creditable years of service under any retirement system of the State of Florida.

- C. The parties agree that the Board has reserved to itself the right to terminate its contributions to the Supplemental Early Retirement Plan. Therefore, the Parties agree that the Plan will terminate with an effective date of July 1, 1998. Based upon the provisions of the Plan, the Plan shall remain in existence and its provisions shall remain in full force for participants described in priority Classes I and II of the Plan and the Plan shall terminate with regard to all other participants.

Based upon the Plan document, it is the intent of the parties that all persons who have a right to retire pursuant to the terms of the Plan will have that right cease as of July 1, 2001. After all funds of the trust have been disbursed, the Plan and the trust shall terminate pursuant to the provisions of Article VIII of the Plan.

ARTICLE XV -- INSURANCE AND OTHER BENEFITS

A. Health Insurance and Flexible Benefits Coverage

1. Benefits will be provided to all eligible full-time employees, consisting of health coverage and a variety of selections from the flexible benefits offerings. The School Board will negotiate annually a plan design and a maximum sum that it will pay toward the combined offerings.
2. Coverage for health benefits for full-time employees begins the first day of employment. Coverage for flexible benefits begins the first of the month following the date of hire. Coverage for dependents is effective the first of the month following the first payroll deduction. Coverage for all such employees and covered dependents will expire on the last day of the last month of employment. Ten month employees who terminate or retire on the last day of school in June (and their covered dependents) will be carried forward until August 31 of the same year. Coverage for dependents must be continued until the end of the calendar year, unless a family status change occurs, pursuant to Internal Revenue Service rules.
3. Eligible retirees may select any health plan offered to active full-time employees at rates no greater than those charged to active employees. Premiums for retirees and their dependents are paid by the retiree. Claims experience for retirees will be commingled with active employee and dependent claims for purposes of rate-setting.

B. Life Insurance

1. Eligible full-time employees will receive term life insurance equal to one time the employee's annual base salary effective January 1 each year, for the term of this Contract. Such coverage is paid by the School Board.
2. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five times annual base salary. Proof of insurability to the satisfaction of the insurance company may be required for the optional coverage,
3. Dependent term life coverage is also made available through payroll deduction, pursuant to terms agreed to by the School Board and the contracted company.

ARTICLE XV (cont.)

C. Tax Sheltered Investment Program

The School Board has a tax sheltered investment program in which all employees are eligible to participate. A tax sheltered investment program offers the tax advantage of deferring federal income taxes until the benefits are received. The employee who elects to enroll in this program pays for the entire cost by payroll deduction, based upon an amendment to his/her basic contract. The School Board has no liability or responsibility in connection with the tax sheltered investment program, except to show that the payments have been remitted for the purpose for which deducted.

There are generally two types of plans available -- annuities and qualified mutual funds available through insurance companies and broker/dealer companies respectively. A list of these companies is published bi-monthly. The Office of Risk and Benefits Management will also provide a list of these authorized companies, as well as a brochure describing this program in greater detail, upon request.

An employee may participate through one and/or two different companies. An employee may elect to make a change only one time within a calendar year. A change is defined as a start, re-start, increase, decrease, or the addition of a second company. The investment contract may be canceled via written request for cancellation at any time with at least 30 days' advance notice.

D. Florida Prepaid College Program

1. The School Board of Miami-Dade County, Florida shall provide payroll deduction services to full-time employees for the purpose of purchasing prepaid contracts to guarantee tuition at Florida state universities and community colleges, and dormitory housing at the state universities, pursuant to the Florida Prepaid College Program.
2. The School Board of Miami-Dade County, Florida shall collect and transmit such monies as are sufficient to provide for the full payment, pursuant to the terms and conditions contained in the authorization contract signed by employees who authorize such check-off from their salaries.
3. Detailed and specific procedures for implementation of such payroll deduction are hereby incorporated and made part of this Agreement.

E. Legal Services

When any parent or other person not subject to the discipline of the School Board or its administrative or instructional staff assaults any employee of the school system on school property or elsewhere, and, in the opinion of the Superintendent the assault is work-connected, said employee may request of the Superintendent the right of consultation with the Board Attorney. Upon recommendation of the Superintendent or his/her designee, said employee may consult with the Board Attorney for the purpose of determining his/her rights and to receive assistance in the prosecution of the violation of the law perpetrated upon him/her.

ARTICLE XV (cont.)

F. Personal Property Loss Fund

The Board agrees to allocate to a Personal Property Loss Fund the amount of \$6,000 per fiscal year. Guidelines for utilization of the fund shall be in compliance with Board Policies governing such expenditure of funds. Loss or damage to personal property (exclusive of personal vehicle and cash) during working hours is to be covered. The parties further agree to establish, jointly, guidelines for the administration of the Personal Property Loss Fund.

Reimbursement for stolen or damaged personal property shall be in the amount of documented actual replacement cost provided, however, that such reimbursement shall not exceed the amount of \$400.00 per claim per employee each fiscal year.

This contract provision is effective upon ratification (December 10, 2014).

G. Education Assistance Fund/Tuition Reimbursement

The Board agrees to provide tuition reimbursement to employees for courses completed at local accredited institutions of higher learning or post-secondary/vocational/technical centers under the following conditions:

1. The total reimbursement program shall not exceed \$15,000 per fiscal year and will be awarded to employees on a first-come, first-serve basis.
2. To be eligible for tuition reimbursement, courses must be a part of a formal program leading to a diploma, certificate, an Associate or Bachelor's degree and must strengthen job skills and improve effectiveness in performance of the employee's duties.
3. Prior approval by the responsible Bureau head or designee.
4. Employees seeking an Associate's or Bachelor's degree shall be eligible for up to nine credits per fiscal year. Reimbursement shall not exceed \$100 per semester hour or the equivalent.
5. To obtain tuition reimbursement, the employee shall submit to Compensation Administration:
 - (a) the official transcript (with raised seal) indicating successful completion of the course(s) with a grade of B or better and the credits earned; and,
 - (b) verification from the college or university of the tuition paid.
6. Request for tuition reimbursement must be submitted no later than three months after the term/semester during which the course was completed.

This contract provision is effective upon ratification (December 10, 2014).

ARTICLE XV (cont.)

H. Other Benefits

1. Each employee working on a regular basis with subterranean termite extermination or chemical water treatment of air conditioning systems will be provided an annual physical, paid by Miami-Dade County Public Schools, using a physician approved by the Office of Risk and Benefits Management.
2. All employees who are involved in close supervision of or in the actual handling and removal of unencapsulated, unpackaged, friable, asbestos material shall be given a physical examination. Such physical examination shall be administered prior to involvement in asbestos work and, annually, thereafter, and shall be paid for by Miami-Dade County Public Schools, using a physician approved by the Office of Risk and Benefits Management. Employees shall be limited to one such physical examination per fiscal year. In addition, an examination will be provided upon the employee's termination/retirement, if the employee has not been examined within six months prior to termination/retirement.
3. Each employee with 20 or more years of experience in the construction/maintenance trades (as determined by M-DCPS) shall, at his/her request, receive an annual Board-paid chest X-ray by a certified Class B radiologist to screen for asbestos-related diseases.

Persons applying the first time for M-DCPS employment may be required to pass a chest X-ray screening for asbestos-related diseases by a Class B radiologist, as a condition of employment.

4. The Board agrees to provide one payroll deduction field for a group benefit to be offered to DCSMEC unit members approved by DCSMEC. If used, the benefit or insurance program will be paid for by the employees.

ARTICLE XVI -- DUES CHECK-OFF AND PAYROLL DEDUCTION PROCEDURES

- A. The Board shall provide, at no cost to the Dade County School Maintenance Employee Committee (DCSMEC), services of payroll deduction of dues, uniform assessments and service fees (hereinafter called "dues check-off"). The Board shall collect and transmit such monies as are sufficient to provide for the full payment of dues check-off, pursuant to the terms and conditions contained in the authorization contract signed by employees who authorize such check-off from their salaries.
- B. Administrative procedures for dues check-off shall be extended in accordance with the following provisions:
 - 1. The total amount of dues check-off, the amount to be taken from each paycheck, and the schedule for deductions for all employees within this bargaining unit shall be determined by the Union. This schedule for deductions must be within the framework of the existing mechanized payroll schedule.
 - 2. Dues check-off authorization cards submitted after the date necessary for the full amount of dues to be deducted are to be processed for whatever amount that can be deducted over the remaining period of time.
 - 3. Upon receipt of the dues check-off authorization card by the Board's Deduction Control Office, each card is to be totally processed within five working days, unless otherwise prohibited by unforeseen emergency conditions.
 - 4. DCSMEC is to be supplied a biweekly listing of every employee for whom dues will/will not be deducted.
 - 5. Dues check-off authorization cards for employees who are terminated shall remain on file and in the computer bank on an active status for a period not less than the time remaining between the date the action was taken and the close of the subsequent school year.
 - 6. All problems arising in connection with dues check-off will be resolved directly between the M-DCPS Deduction Control Office and the Union. The Union shall have access to necessary employee data, files in the Deduction Control Office, and the data retrieval system at mutually agreed upon times.
 - 7. DCSMEC will be supplied with a deduction register bi-weekly, listing employee names, employee numbers, employee work locations, and amounts deducted for that pay date.
 - 8. All starts and/or cancellations of payroll deduction for employees within the certified exclusive bargaining unit shall be processed by DCSMEC in accordance with the terms and provisions indicated on the payroll deduction card and in accordance with Florida Statutes, Chapter 447.303.

ARTICLE XVI (cont.)

C. Deductions for Economic Services

Detailed and explicit procedures for implementation of payroll deduction for services and benefits sponsored and endorsed by the Union shall be jointly developed and agreed to by the Union and the Board and shall conform to all existing Florida Statutes, and specifically, Florida Statutes, Chapter 447. Changes may be made, as deemed necessary, by mutual agreement.

D. The Board shall be held harmless from any and all liability resulting from the collection of these funds.

ARTICLE XVII -- FINAL UNDERSTANDING

This Contract represents a complete and final understanding on all bargainable issues between the Board and DCSMEC. There will be no practice or procedure sanctioned by use, prior to the effective date of this Contract.

The parties further agree, for the life of this Contract, to voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered in this Contract.

ARTICLE XVIII -- RATIFICATION AND FINAL DISPOSITION

- A. This Contract shall not be binding upon the parties until:
1. Such contract has been submitted to the employees of the bargaining unit and has been approved by a majority of those employees voting; and,
 2. Such contract has been submitted to and ratified by the employer at a regularly-scheduled public meeting.
- B. In the event that the Florida Public Employees Relations Commission withdraws, suspends or revokes, or otherwise terminates certification of the DCSMEC as the bargaining agent for the employees within the defined unit, this Contract shall be null and void.
- C. In the event any administrative directive and the terms of the agreement are in conflict, the terms of this Agreement shall prevail.
- D. The terms of this Contract provide:
- The terms and conditions of employment, effective July 1, 2015, shall continue until midnight, June 30, 2018.
- By service of written notice on the other party, prior to April 1, the wage, health insurance provisions, and two articles/appendices shall be reopened for each subsequent year.
- E. In the event that the percentage increase/decrease of funding per weighted FTE student provided by the Florida Legislature within the Florida Education Finance Program (FEFP) or the equivalent in discretionary funds or spending flexibility plus discretionary local operating millage and discretionary lottery funds in its Appropriations Act for 2015-2016, 2016-2017, or 2017-2018 is inadequate to fund the economic provisions of this Agreement for the 2015-2016, 2016-2017, or 2017-2018 fiscal years, DCSMEC agrees to renegotiate the economic provisions of this Agreement for the applicable fiscal year, if requested by the School Board. During such negotiations, unit employees would continue to be governed by the current economic agreement. These provisions are not subject to the grievance/arbitration procedure or to litigation in any court or tribunal.

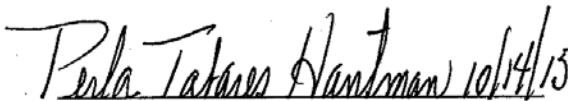
ARTICLE XVIII (cont.)

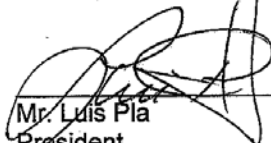
This Contract shall continue in full force and effect until midnight, June 30, 2018.

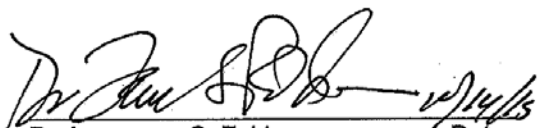
DATED at Miami, Florida, this 14th day of October, 2015.

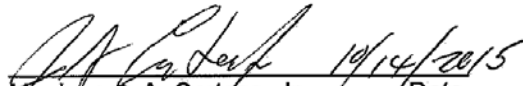
**THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA**

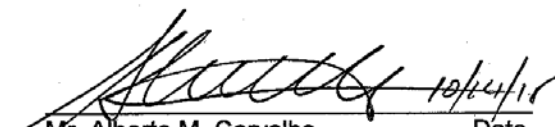
**DADE COUNTY SCHOOL
MAINTENANCE EMPLOYEE
COMMITTEE**


Ms. Perla Tabares Hantman 10/14/15
Chair Date


Mr. Luis Pla 10/14/15
President Date

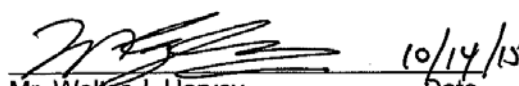

Dr. Lawrence S. Feldman 10/14/15
Vice Chair Date


Mr. Joseph A. Cortese, Jr. 10/14/2015
Business Representative/
Chief Negotiator Date


Mr. Alberto M. Carvalho 10/14/15
Superintendent of Schools Date



APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


Mr. Walker J. Harvey 10/14/15
School Board Attorney Date

APPENDIX A

DADE COUNTY SCHOOL MAINTENANCE EMPLOYEE COMMITTEE BARGAINING UNIT

<u>Job Code</u>	<u>Job Title</u>
6005	Sound and Communication Technician (Journey person)*
6006	Foreperson - Sound and Communication Technicians
6016	Trades Helper
6018	Locksmith/Carpenter II (Journey person)*
6019	Foreperson - Carpenters/Locks
6020	Foreperson - Mill
6021	Carpenter II (Journey person)*
6025	Carpenter II/Mill*
6026	Carpenter II/Floor*
6027	Carpenter II/Ceiling*
6028	Carpenter II - Pest Control
6029	Foreperson - Carpenter/Floor and Ceiling
6030	Carpenter - Foreperson
6031	Foreperson - Carpenter/Wood Floors
6038	Electrician II - Fire Alarms
6039	Foreperson - Electricians
6041	Electrician II (Journey person)*
6043	Temporary Carpenter II (Journey person)
6044	Temporary Carpenter-Locksmith (Journey person)
6045	Temporary Carpenter II - Mill
6046	Temporary Carpenter II - Floor
6047	Temporary Carpenter II - Ceiling
6048	Temporary Carpenter II - Pest Control
6049	Temporary Electrician II (Journey person)
6050	Temporary Glazier II (Journey person)
6051	Temporary Mason II (Journey person)
6052	Temporary AC and Refrigeration Mechanic III
6053	Temporary Painter II (Journey person)
6054	Temporary Plumber II (Journey person)
6055	Temporary Refrigeration Mechanic II (Journey person)
6056	Temporary Roofer II (Journey person)
6057	Temporary Sheet Metal Worker II (Journey person)
6058	Temporary Sound and Communications Technician (Journey person)
6059	Temporary Steamfitter II (Journey person)
6060	Temporary Pipe Fitter Gas Systems (Journey person)
6061	Temporary Welder II (Journey person)
6062	Temporary Insulation Worker
6063	Temporary Network Infrastructure Support Technician
6064	Temporary Network Data Communication Specialist
6065	Temporary Trades Helper
6066	Temporary Building Code Inspector

APPENDIX A (cont.)

6067	Temporary Environmental Remediation Project Inspector
6068	Temporary Electrician II - Fire Alarms
6093	Temporary Roofing Technician
6094	Temporary Zone Mechanic-Certified
6095	Temporary Senior Building Code Inspector
6109	Foreperson - Glaziers
6110	Glazier II (Journey person)*
6200	Mason II (Journey person)*
6202	Foreperson - Masons
6280	Foreperson - Plumbers
6281	Plumber II (Journey person)*
6282	Plumber I (Light Duty, Only)
6283	Steamfitter II (Journey person)*
6285	Foreperson - Heat Systems and Pipe Fitters
6287	Pipe Fitter - Gas Systems II (Journey person)*
6309	Foreperson - Air Conditioning and Refrigeration
6310	AC and Refrigeration Mechanic II (Journey person)*
6311	AC and Refrigeration Mechanic III, (Journey person)*
6312	Insulation Workers*
6315	Foreperson - Project Specialist (Electrical/Communications)
6316	Foreperson - Project Specialist (Mechanical)
6317	Foreperson - Project Specialist (Structural)
6319	Senior Building Code Inspector II
6320	Senior Building Code Inspector
6321	Network Data Communication Specialist
6324	Network Data Communication Assistant
6325	Communication Support Technician
6326	Communication Support Foreperson
6327	Network/Data Services Foreperson
6328	Network Infrastructure Support Technician
6329	Foreperson - Network Infrastructure Support Technicians
6330	Foreperson - Roofers
6331	Roofer II (Journey person)*
6350	Painter II (Journey person)*
6351	Foreperson - Painters
6356	Roofing Technician
6357	Building Code Inspector
6358	Environmental Remediation Project Inspector
6359	Construction Estimator
6368	Safety Environmental Project Specialist
6400	Sheet Metal Worker II (Journey person)*
6402	Foreperson - Sheet Metal Workers
6438	Trades Support Training Foreperson
6440	Welder II (Journey person)*
6442	Fire Safety Code Inspector
6443	Foreperson - Welders
6444	Zone Mechanic*
6445	Zone Mechanic - Certified*

APPENDIX A (cont.)

6446	Area General Foreperson
6447	Area General Foreperson - Zone Mechanic
6448	Trades Support Foreperson
6449	Senior Fire Safety Code Inspector

*Tool Allowance Applicable

APPENDIX B

TOOL AND UNIFORM ALLOWANCE

Section 1. Employees in the job classifications footnoted in Appendix A, who, as a condition of their employment, are required by the Board to provide and maintain their own hand tools in accordance with required tool lists, stipulated by both parties to be adequate to meet the needs of the individual trades, established and maintained by the School Board, will receive an annual monetary allowance equal to 18 percent of the agreed value of the list. The approved tool list and replacement prices shall be modified prior to the effective date of this Agreement to reflect (1) changes in the tool list due to changes of requirements or tool design, and (2) changes in replacement prices of the tools in the approved tool list. The allowance will be paid in one annual payment, based upon qualification and calculation as of the last working day of September.

Section 2. Employees hired or promoted during the period preceding the annual calculation will receive a prorated allowance, based upon full months of employment. A major portion of the workdays in a month will be counted as a full month. Employees terminated for just cause will not receive an allowance for the period in which they are terminated. Employees who die, retire, or are laid off will receive a prorated allowance based upon their last date of employment.

Section 3. Each tool list shall include only those tools that are appropriate to the safe and efficient performance by the employee of the duties assigned within the job classification. Reasonable substitutions of tools shall be permitted with authorization by the Board. When changes are made on the list, or new tools are required by the Board, a reasonable period of time shall be allowed each employee to purchase the tools necessary for compliance with the tool list covering the job classification.

The Board shall make no requirements with respect to brand names or place of purchase of required tools; however, standards of quality and safety established by the bid specifications in the original acquisition by the Board must be maintained.

Section 4. All new employees hired after the effective operation of this Agreement shall be required to furnish their own hand tools, as per the approved hand tools lists, and shall be eligible for allowance as described herein. In the event an employee is terminated before the Board is fully compensated for the value of tool supplies, the employee may elect either of two courses of action:

1. Return the complete set of tools to the Board and forfeit entitlement to any allowance which may have accrued; or,
 - a. Retain the complete set of tools and make suitable arrangements to complete the compensation to the Board, prior to receipt of any terminal pay, which might be due.

Should the employee leave without making an election, the Board, at its discretion, may exercise choice 2 above, and make appropriate deductions from any monies otherwise owed to the employee.

APPENDIX B (cont.)

Section 5. Any necessary tools or equipment, not on an approved hand tool list, shall be designated as "shop tools", and shall be furnished by the Board. Such tools shall remain the property of the Board. In general, the term "shop tools" shall designate power-driven equipment, hand tools of a size not normally carried in a portable tool box, and meters, gauges and similar test equipment. This definition shall be subject to interpretation by comparison with existing tool lists, the customs of the trade and negotiation when required.

Section 6. The Board shall continue to provide current levels of security for storage of tools and tool boxes in Board facilities during off-duty time. In the event of the theft of tools from proper storage, the employee shall file a loss claim with the Board's Office of Risk and Benefits Management or assigned carrier. Awards, settlements, and other decisions affecting the claim will be governed by the terms of the agreements or policies then in force. The employee shall be responsible for replacement of any items stolen during the normal workday when the employee is on duty (such times, for the purpose of this Section, shall include meal and other break times), or at any time, as a result of personal negligence.

Section 7. Employees shall be entitled to remove any of their personally-owned tools (including those that become their property due to the operation of this Agreement) from their work site for off-duty use, subject to regulations detailing the method of such physical removal and other provisions of this Agreement. A full set of tools, as listed, must be available for use on any regular workday or for use on any authorized overtime. Such availability shall be subject to Board verification upon demand, and subject to disciplinary action in accordance with Article XI, if not maintained. If any employee chooses to add tools to those required, they must be itemized on the employee's official inventory on file at the work location with an appropriate valuation for personal insurance claims only. Loss claims for any such tools not properly listed will be contested.

Implementation of this recommendation was agreed to in Appendix B, Section 8(b), Agreement Between M-DCPS and DCSMEC, dated November 7, 1979.

Section 8. The parties agree to the tool allowance provisions contained in Appendix B. The annual payment of an allowance for the upkeep and replacement of hand tools will be calculated, based upon agreed values (November 7, 1979, Agreement) increased by the percentage increase in the hand tools category #1042 of the U.S. Department of Labor, Bureau of Labor Statistics, for the month of July of that year.

Section 9. A uniform allowance of \$175 (effective October 14, 2015) per year will be paid to Office of School Facilities personnel, in accordance with the Office of School Facilities administrative procedures. Employees assigned to Information Technology Services who are required to wear uniform shirts will have the cost of such items (not to exceed \$175) paid by the Board. All personnel shall be required to wear identification badges, including the employee's name and a current picture, prepared and provided by the Board, in accordance with such policy.

The parties agree to develop and recommend administrative policies for wearing of prescribed uniforms, through the joint M-DCPS/DCSMEC Labor Management Committee, no later than December 15, 2015.

**APPENDIX C
DCSMEC
(HO) SALARY SCHEDULE
2015-2016 12-Month (250 Day) Work Year
Effective 7/1/2015**

<u>JOB TITLE</u>	<u>JOB CODES</u>	<u>ANNUAL</u>
AC and Refrigeration Mechanic II	6310	\$63,898
AC and Refrigeration Mechanic III	6311	\$72,070
Building Code Inspector	6357	\$72,238
Carpenter	6018, 6021, 6025, 6026, 6027, 6028	\$58,287
Certified Zone Mechanic	6445	\$64,108
Communication Support Tech.	6325	\$61,819
Construction Estimator	6359	\$65,073
Electrician II	6038, 6041	\$63,286
Environmental Remediation Project Inspector	6358	\$70,591
Fire Safety Code Inspector	6442	\$72,238
Glazier	6110	\$59,285
Insulation Worker	6312	\$65,555
Mason	6200	\$59,285
Network Data Comm. Asst.	6324	\$31,097
Network Data Comm. Spec.	6321	\$50,826
Network Infrastructure Support Technician	6328	\$61,819
Painter	6350	\$54,946
Pipefitter-Gas Systems II	6287	\$63,561
Plumber II	6281	\$63,561
Rofer	6331	\$55,420
Roofing Technician	6356	\$62,288
Safety Environmental Project Specialist	6368	\$70,590
Sheet Metal Worker II	6400	\$64,968
Sound & Comm. Technician	6005	\$61,819
Steamfitter II	6283	\$63,893
Trades Helper	6016	\$29,774
Welder II	6440	\$64,158
Zone Mechanic	6444	\$61,633
Foreperson - AC and Refrigeration	6309	\$69,011
Foreperson - Carpenter	6019, 6020, 6029, 6030, 6031	\$62,949
Foreperson - Comm. Support Tech.	6326	\$66,765
Foreperson - Electricians	6039	\$68,350
Foreperson - Glaziers	6109	\$64,029
Foreperson - Heat Sys & Pipe Fitters	6285	\$68,646
Foreperson - Mason	6202	\$64,029
Foreperson - Network and Data Svcs.	6327	\$62,857

APPENDIX C (cont.)

Foreperson - Network Infrastructure Support Technician	6329	\$66,765
Foreperson - Painters	6351	\$59,343
Foreperson - Plumbers	6280	\$68,646
Foreperson - Project Specialist (Electrical/Communications)	6315	\$71,083
Foreperson - Project Specialist (Mechanical)	6316	\$72,970
Foreperson - Project Specialist (Structural)	6317	\$66,590
Foreperson - Roofers	6330	\$59,854
Foreperson - Sheet Metal Worker	6402	\$70,164
Foreperson - Sound & Comm. Tech.	6006	\$66,765
Foreperson - Welders	6443	\$69,290
Sr. Building Code Inspector	6320	\$80,497
Sr. Building Code Inspector II	6319	\$84,522
Sr. Fire Safety Code Inspector	6449	\$80,497
Trade Support Foreperson	6448	\$74,698
Trade Support Training Foreperson	6438	\$74,698
Lead Foreperson	\$1.00 per hour additional compensation	

**APPENDIX C
DCSMEC
(H1) Salary Schedule
2015-2016 12-Month (250 Day) Work Year
Effective 7/1/2015**

<u>JOB TITLE</u>	<u>JOB CODES</u>	<u>ANNUAL</u>
Temp. AC and Refrigeration Mechanic II (Journ.)	6055	\$51,118
Temp. AC and Refrigeration Mechanic III	6052	\$57,656
Temp. Building Code Inspector	6095	\$57,791
Temp. Carpenter II (Journ.)	6043	\$46,631
Temp. Carpenter II - Ceiling	6047	\$46,631
Temp. Carpenter II - Floor	6046	\$46,631
Temp. Carpenter - Locksmith (Journ.)	6044	\$46,631
Temp. Carpenter II - Mill	6045	\$46,631
Temp. Carpenter II - Pest Control	6048	\$46,631
Temp. Construction Project Inspector	6066	\$57,792
Temp. Electrician II (Journ.)	6049	\$50,630
Temp. Electrician II - Fire Alarms	6068	\$50,630
Temp. Environmental Remediation Project Inspector	6067	\$56,473
Temp. Glazier II (Journ.)	6050	\$47,429
Temp. Insulation Worker	6062	\$52,444
Temp. Mason II (Journ.)	6051	\$47,429
Temp. Network Data Communication	6064	\$40,662
Temp. Network Infrastructure Support Technician	6063	\$49,456
Temp. Painter II (Journ.)	6053	\$43,958
Temp. Pipe Fitter Gas System II (Journ.)	6060	\$50,849
Temp. Plumber II (Journ.)	6054	\$50,849
Temp. Roofer II (Journ.)	6056	\$44,338
Temp. Roofing Technician	6093	\$49,832
Temp. Sheet Metal Worker II (Journ.)	6057	\$51,976
Temp. Sound & Communication Tech. (Journ.)	6058	\$49,456
Temp. Steam fitter II (Journ.)	6059	\$51,116
Temp. Trades Helper	6065	\$23,819
Temp. Welder II (Journ.)	6061	\$51,326
Temp. Zone Mechanic - Certified	6094	\$51,287

**APPENDIX C
DCSMEC
(H2) SALARY SCHEDULE
2015-2016 12-Month (250 Day) Work Year
Effective October 14, 2015**

<u>JOB TITLE</u>	<u>JOB CODES</u>	<u>ANNUAL</u>
Carpenter	6018, 6021, 6025, 6026, 6027,6028	\$48,000
Glazier	6110	\$45,000
Mason	6200	\$45,000
Painter	6350	\$37,000
Roofer	6331	\$41,000

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Federal and State Laws Anti-Discrimination Policy

The School Board of Miami-Dade County, Florida adheres to a policy of nondiscrimination in employment and educational programs/activities and strives affirmatively to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin.

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin.

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of gender.

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40.

The Equal Pay Act of 1963 as amended - prohibits gender discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled.

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications.

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions.

Florida Educational Equity Act (FEEA) - prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee.

Florida Civil Rights Act of 1992 - secures for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status.

Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) - prohibits discrimination against employees or applicants because of genetic information.

Boy Scouts of America Equal Access Act of 2002 – no public school shall deny equal access to, or a fair opportunity for groups to meet on school premises or in school facilities before or after school hours, or discriminate against any group officially affiliated with Boy Scouts of America or any other youth or community group listed in Title 36 (as a patriotic society).

Veterans are provided re-employment rights in accordance with P.L. 93-508 (Federal Law) and Section 295.07 (Florida Statutes), which stipulate categorical preferences for employment.

In Addition:

School Board Policies 1362, 3362, 4362, and 5517 - Prohibit harassment and/or discrimination against students, employees, or applicants on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Revised: (07.14)