

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE GLADES COUNTY SCHOOL BOARD

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION,
FLORIDA PUBLIC SERVICES UNION**

JULY 1, 2017..... JUNE 30, 2020

Adopted: December 15, 2017

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PREAMBLE

This Agreement is entered into by the Glades County School Board, Moore Haven, Florida, hereinafter referred to as the "BOARD" and the SEIU Florida Public Services Union hereinafter referred to as the "UNION".

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and meaningful labor relations for the mutual benefit of the BOARD and it's capacity as an Employer, the Employees, and the citizens of the Glades County School System.

The parties recognized that the best interest of the employees of Glades County depend upon the BOARD'S success in establishing and maintaining effective, proper and superior service.

ARTICLE I – RECOGNITION/DEFINITIONS

1. The BOARD hereby recognizes SEIU Florida Public Services Union as the exclusive bargaining agent for the Non-Instructional Employees as stated in the Florida Public Employees Relations Commission Certification of Representatives Notice Case (RE-80-077) for the purpose of Collective Bargaining in good faith on wages, fringe benefits, and all other conditions of employment affecting Bargaining Unit Members, and to execute a written agreement with respect to agreements concerning the terms and conditions of employment.

The following terms used in within this agreement shall have the following meaning:

- 1.021 "BOARD" shall refer to the School Board of Glades County, Florida which, has the responsibility for the organization, control and improvement of the public schools of Glades County.
- 1.022 "UNION" shall refer to the SEIU Florida Public Services Union
- 1.023 "EMPLOYEES" shall refer to any personnel of the School Board of Glades County who are covered by this agreement.
- 1.0231 "FULL-TIME EMPLOYEES" – Full-time employees shall be defined as any employee of the Board, except bus drivers, who is regularly scheduled to work twenty (20) hours or more per week, except bus drivers. Bus drivers who are assigned to drive regularly scheduled home/school routes shall be considered FULL-TIME employees for the purpose of this section, regardless of the number of hours worked per week.
- 1.024 "SUPERINTENDENT" shall refer to the chief executive office and secretary of the School Board of Glades County, Florida, who has the responsibility for the execution of all rules and regulations of the BOARD and administering the public schools of Glades County.
- 1.025 "SUPERVISOR" shall refer to the immediate supervisor of the EMPLOYEE.
- 1.026 "DAY(S)" shall refer to work day(s) excluding paid holidays.

- 1.027 “SENIORITY” shall mean the total length of continuous service with the BOARD. SENORITY shall be considered district-wide. Approved leaves, paid or unpaid, shall count for SENIORITY purposes and shall not be considered as an interruption in continuous service.

ARTICLE II – NEGOTIATION PROCEDURES

1. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the parties in written and signed amendment to this Agreement.
2. Should any provision of the Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall automatically nullified to the extent that it violates the law but the remaining provision shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.
3. Any provision of BOARD policy which is in force and effect on the day this Agreement is signed, and which is NOT by specific reference made a part of this Agreement, may be unilaterally amended by the BOARD in the manner provided for by law, except in those matters related to wages, hours, terms or condition of employment affecting members of this unit as required by F.S. 447.
4. Copies of this Agreement, entitled “Agreement Between the Glades County School Board and the SEIU Florida Public Services Union shall be posted in electronic form on the District website within fifteen (15) working days after the Agreement is signed and shall be presented to all employees now employed or hereinafter employed by the “BOARD”. In addition, the UNION shall be furnished ten (10) hard copies of said Agreement by the BOARD.

ARTICLE III – EMPLOYEE AND UNION RIGHTS AND RESPONSIBILITIES

1. The BOARD and the UNION hereby agree that every employee shall have the right to form, join and participate in, or to refrain from forming, joining or participating in any employee organization of their own choosing for the purpose of bargaining collectively with regard to terms and conditions of their employment. Neither the BOARD nor the UNION will discriminate or take punitive action against any employee because of membership or participation, in any employee organization.
2. With prior approval of the principal, the UNION and it’s representatives shall have the right to use school facilities and equipment for official union business at reasonable times when such facilities and equipment are not otherwise in use. The UNION shall furnish all materials and supplies and pay the cost for repair of damage resulting from such use.

Religious or political activities of any employee or the lack thereof shall not be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the BOARD as long as, in the opinion of the immediate supervisor, the working performance is not affected.

3. The BOARD shall provide all required protective clothing and safety equipment for employees assigned to work in areas where such clothing and equipment is required. Employees working in such areas shall be trained to use all required safety equipment.
4. The BOARD agrees to provide for reimbursement of reasonable expenses for legal services (or provide legal defense) for EMPLOYEES who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities to the extent provided for under the Florida Statutes. The BOARD agrees to provide for reimbursement of judgements which may be entered against an EMPLOYEE in a civil action arising out of and in the course of the performance of assigned duties and responsibilities to the extent provided for under the Florida Statutes, unless the employee is found to have been guilty of a criminal act in the course of performance of his duties by a court of competent jurisdiction, in which case the provisions of this section shall not apply.
5. The provisions of this Agreement shall be applied by the BOARD and the UNION without regard to race, creed, color, religion, national origin, age, sex, marital status or handicapping condition. The BOARD and the UNION affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training of employees.
6. The UNION shall furnish written notice to the BOARD of those UNION members who shall serve as agents of the UNION. Such notice shall be provided to the Board within two (2) weeks following the election of union agents and shall specify by name not more than four (4) UNION members as agents of the UNION. Agents of the UNION, as specified above, shall be admitted to the property of the BOARD to talk with employees before or after regular working hours or during the lunch time of said EMPLOYEE(S). Immediately upon arrival at the site, notice of such visits shall be given by the UNION to the area administrator or the administrative designee.

7. Upon receipt of the proper written authorization from the EMPLOYEE (see appendix--), the BOARD agrees to and shall deduct from the salary due the EMPLOYEE UNION dues.

The UNION will notify the BOARD as to the amount of dues. This notice must state the monthly amount in dollars and cents for each individual member. Such notification will be certified to the BOARD in writing over the signature of an authorized officer of the UNION at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the BOARD and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

Dues will be deducted monthly (each applicable pay period) and the funds deducted shall be remitted monthly to the FPSU within fifteen (15) days. The UNION will indemnify, defend, and hold the BOARD harmless against any and all claims, demands, suits, or other forms of liability that shall out of, or by reason of, action taken or not taken by the Board on account of payroll deductions of UNION dues. The UNION agrees that in case of overpayment, proper adjustment, if any, will be made by the UNION with the affected employee.

8. The UNION will be provided bulletin boards or partial use of suitable bulletin boards, including at least one (1) at each location so designated by the BOARD in the areas where unit employees normally are assigned to work for the use of the UNION. These bulletin boards shall be used for posting authorized UNION notices, but restricted to the following:

- (1) Notices of UNION recreational and social affairs.
- (2) Notices of UNION elections and results of such elections.
- (3) Notices of UNION appointments and other official UNION business and related UNION matters.
- (4) Notices of UNION meetings.

All costs incident to preparing and posting of UNION materials will be borne by the UNION. The UNION is responsible for posting and removing approved material on its bulletin boards and maintaining such bulletin boards in an orderly condition.

10. The UNION shall be permitted to use mailboxes for communication with employees. However, the UNION agrees that such a privilege shall be used only for the purpose of the dissemination of information, as allowed in 3.09 above.

11. Designated employee UNION representatives shall be granted up to 16 hours of leave time per year to perform union duties, including, but not limited to, investigation of grievances, which cannot be performed outside of regular work hours. Requests for this leave time will be made in advance to the representative's immediate supervisor.

12. The BOARD agrees to furnish to the UNION, within five (5) work days of receipt of written request, information of a public nature. Such information shall be furnished in its existing format. The UNION agrees to pay for such information at the following rates: \$.05 for each page.
13. One (1) member of the UNION shall be granted Temporary Duty Elsewhere leave to attend all regular and special meetings of the BOARD. If a substitute is required the UNION will pay the cost of an employee substitute for each leave day granted under this section.
14. Each EMPLOYEE shall have the right, upon request, to review his personnel file as provided for by law.
15. UNION CONVENTIONS—Any member of the UNION serving as a delegate to state or national conventions, as an official representative of the local unit to district meetings, or UNION state or district workshops shall be granted personal leave without pay or personal leave charge to sick leave.
16. Each employee must notify his principal or supervisor of any forthcoming absences as soon as the necessity to be absent is determined. The BOARD agrees that every reasonable attempt will be made to employ substitutes when employees are absent.
17. All known vacancies and newly created positions shall be posted on bulletin boards at least five (5) days prior to the application deadline. These notices shall include at least the following: (1) date of vacancy; (2) job requirements; (3) method of application and deadline for application. Applications from currently employed members of the bargaining unit will be considered prior to filling a vacancy. However, nothing in this section shall prevent the BOARD from choosing any of the applicants. Employees who have applied for a vacancy shall be notified in writing of the BOARD'S actions as soon as action is taken.
18. If the BOARD requires the use of specific materials by employees in the performance of their daily responsibilities, then those materials will be provided by the BOARD.
19. The Board will make every reasonable effort to maintain clean, safe work areas for members of the UNION.

ARTICLE IV – WORKING CONDITIONS

1. The BOARD shall make available in each school area, restrooms and lavatory facilities for EMPLOYEE use and at least one room, furnished and properly ventilated, which shall be reserved for use as an EMPLOYEE lounge.

2. The BOARD agrees to compute Food Service Workers on an annual basis (hours worked daily x hourly rate x days worked = annual salary) and pay the annual salary in 10 equal monthly payments beginning with the 1986-87 fiscal year. Hours worked shall not include time used for employee lunch period.

Any lost time i.e. (leave without pay) shall be calculated as follows: hours lost x hourly rate. The amount of lost wages shall be subtracted from the check covering the time period in which the lost time occurred.
3. The basic work week shall consist of five (5) or less consecutive work days with a maximum of eight (8) hours per day in any five (5) day week or ten (10) hours per day in any four (4) day week. During the normal work day, hours should be scheduled consecutively except for bus drivers.
4. Given reasonable notice, except as required in emergency situations, EMPLOYEES may be directed to work overtime by the SUPERINTENDENT or his designee. All authorized and approved work performed beyond eight (8) hours per day in a five (5) day week or ten (10) hours per day in a four (4) day week shall be considered overtime. Such overtime shall be compensated at a rate of one and one-half (1 ½) the EMPLOYEE'S regular rate. For the purpose of overtime computation, paid holidays, vacation, and sick leave shall be considered as time worked. Jury duty, military leave and other absences from duty shall not be considered as time worked for purposes of overtime.
5. The length of the contract year for the various classifications of EMPLOYEES covered by this Agreement shall be determined annually by the BOARD.
6. The number of hours in the work day for bus drivers and food service workers shall be determined annually by the BOARD, subject to wage bargaining if any changes are made in the current number.
7. Departmental management will maintain overtime and extra work records and will make such information available for review to a UNION representative upon request by the UNION upon 24 hours notice. Employees shall receive compensatory time at a rate of one and one half (1 ½) times the number of hours of overtime. Extra work will be distributed equitably among employees in their particular job classification.
8. All members of the unit who are employed for four (4) to six (6) hours per day shall be entitled to one break. Members who are employed more than six (6) hours shall be entitled to two (2) breaks.

9. Supplements – School Bus Drivers/Mechanics

Drivers certified as a Trainer and/or Inspector from an accredited institution of higher learning, or State agency will be paid an educational supplement of \$1,000 after the recommendation of the employee's supervisor and appointment by the Board.

Mechanics with a Master Certification Repair and/or a Master Certification Service will receive \$1,000.00 after the recommendation of the employee's supervisor and appointment by the Board.

The appropriate annual supplement may be prorated for any part of the school year the employee was not employed. Pay for these supplements will be allocated semi-annually.

4.10 Supplements – Paraprofessionals-ESE

Paraprofessionals-ESE who serve medically complex students shall be paid an annual supplement of \$1,000 after a recommendation of the employee's Direct Supervisor, approval of the District's Department of Special Education and appointment by the Board. The supplement shall apply only to employees who are assigned on a regular basis to students who require unique procedures as defined herein. These procedures may include, but are not limited to, maintaining gastrostomy tubes, observing the use of nebulizers, lifting immobile students, finger stick for the use of glucometers, oral suctioning of tracheotomy tubes, changing diapers and colostomy bags and other similar functions. An employee shall provide documentation of the appropriate training necessary to safely and appropriately serve the student's medical needs. The District's Department of Special Education shall assist employees in acquiring the appropriate training/certification. The assistance may include additional compensation to defray the costs of training.

The appropriate annual supplement may be prorated for any part of the school year the employee was not employed. Pay for these supplements will be allocated semi-annually.

ARTICLE V – REDUCTION IN FORCE

1. In the event that the BOARD determines that a reduction in force is necessary, the BOARD will determine the classifications by department and school to be laid off.

The BOARD will notify the UNION in advance of any reduction-in-force action. Employees will be laid off in the inverse order of their length of time in their present classification at the time of the layoff.

In the event that two (2) or more employees affected have the exact same amount of service in their classification, the BOARD shall make the decision of who shall be retained.

CUSTODIAN: When it is necessary to transfer a custodian from or to a day or evening schedule, the BOARD shall recognize the seniority of the employee.

2. RECALL: Employees in layoff status will retain recall rights for one year and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address in the employee's records. Within five (5) work days of the certified receipt date, laid off employees must signify their intention of returning to work. Failure to respond to the notice shall constitute a resignation by the employee.

5.021 Recall will be offered to laid off employees provided they are physically qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to return due to medical reasons may request an extension of recall rights not to exceed two (2) months.

5.022 When employees are recalled from layoff, the employees with the greatest seniority in that classification shall be recalled first.

3. SENIORITY LIST: In the event that a reduction of staff affects employees in a given classification, the administration agrees to provide to the UNION the necessary data to determine compliance with this provision.

5.031 "Seniority" shall mean the total length of continuous service with the BOARD. Seniority shall be considered district-wide. Approved leaves, paid or unpaid, shall count for seniority purposes and shall not be considered as an interruption in continuous service.

ARTICLE VI – SUSPENSION AND TERMINATION

1. Probationary Employees – New employees hired by the BOARD shall be considered probationary employees. The length of the probationary period shall be one year. At the completion of the probationary period, the employee shall have earned seniority rights. There shall be no seniority rights among probationary employees. Unpaid leave days (except paid sick leave) shall not be counted toward the time required to complete the probationary period. Employees that have successfully completed their probationary period shall be permanent employees of the system.
2. Any EMPLOYEE, who has completed the probationary period defined above, and who has been reduced in rank or compensation or who is reprimanded, suspended or terminated during the course of his/her contract year, shall be given the reasons therefore in writing and shall be subject to the grievance procedure. The grounds for suspension or dismissal shall be for just cause. Examples of just cause include but are not limited to:
 - (a) Absent without leave
 - (b) Drunkenness
 - (c) Immorality
 - (d) Misconduct on the job
 - (e) Incompetency
 - (f) Insubordination
 - (g) Willful neglect of duty
 - (h) Excessive tardiness
 - (i) Convicted of any crime involving moral turpitude
 - (j) Use, possession, sale or intention to sell illegal narcotics and/or paraphernalia.
 - (k) Mislabeling or counterfeiting--attempting to sell any substance in lieu of a controlled substance.
 - (l) Failure to get along with fellow employees to the extent s to decrease the efficiency or well-being of the people the employee is hired to work with
 - (m) Failure to display minimum job qualifications.
 - (n) Failure to perform assigned duties in a satisfactory manner.
 - (o) Any other just cause.

ARTICLE VII – EMPLOYEE EVALUATION

1. All employees shall be given a copy of the evaluation criteria and evaluation form during the first month of school. This shall include an explanation and discussion of the evaluation process.
2. Evaluation is an on-going process with observations of EMPLOYEES being made continuously by SUPERVISORS. Any negative observation shall be reported in writing to the EMPLOYEE within forty-eight (48) hours of the observation.

3. Each non-probationary EMPLOYEE shall be given a written evaluation each school year. The evaluator shall meet with the EMPLOYEE to discuss the evaluation report. The written evaluation report shall include at least the following:
 1. The EMPLOYEE'S strengths and areas needing improvement.
 2. Recommendations for improving performance.
 3. The improvement required and the time such improvement is expected.

The employee shall receive at least one written evaluation report at the midpoint of their probationary period which will be discussed with the employee.

ARTICLE VIII – LEAVES

1. **SERVING AS A WITNESS OR JURY DUTY**

Any EMPLOYEE who has been subpoenaed as a witness, not involving personal litigation, or who must report for jury duty shall be granted Temporary Duty Elsewhere leave with pay, not to include travel or per diem.

2. **PERSONAL LEAVE**

The BOARD has established a policy to permit an EMPLOYEE to be absent six (6) days each school year for personal reasons. However, such absences for personal reasons shall be charged only to accrued sick leave, and leave for personal reasons shall be noncumulative. Personal leave must be approved 48 hours (2 days) in advance, except in cases of emergency.

3. **PERSONAL LEAVE WITHOUT PAY**

Personal leave without pay for extended periods (may) be granted by the BOARD. An EMPLOYEE on personal leave for a period of a year is required to report by the first of April to the school district any plans of returning, or not returning, to establish continuing employment with the Board.

4. SICK LEAVE

Any EMPLOYEE employed twenty (20) or more hours per week in the public schools of the State who is unable to perform his duty in the school because of illness, or because of illness or death of father, mother, brother, sister, wife, child, other close relative or member of his own household and consequently, has to be absent from his work shall be granted leave of absence for sickness by the Superintendent or by someone designated in writing by him to do so.

The following provisions shall govern sick leave:

Each EMPLOYEE employed twenty (20) or more hours per week shall be credited with four (4) days of sick leave at the end of the first month of employment of each contract year, and shall thereafter earn one (1) sick leave for each month of employment, which shall be credited to the EMPLOYEE. However, the EMPLOYEE shall be entitled to earn no more than one (1) day sick leave times the number of months of employment. Such leave shall cumulative from year to year. There shall be no limit on the number of days of sick leave an EMPLOYEE may accrue, except that at least one-half of this cumulative must be established within the district granting such leave. Pregnancy is treated the same as any other temporary medical disability for the purpose of leave, contract status and fringe benefits.

5. TEMPORARY DUTY ELSEWHERE

EMPLOYEES may be assigned to be temporarily absent from their regular duties and places of employment for purpose of performing other services. EMPLOYEES will receive their regular pay for such assignments and may be allowed expenses.

6. MILITARY LEAVE

Regular Military Services—Any member of the bargaining unit who is required to serve in the United States Armed Forces or the Florida National Guard shall be granted military leave without pay. Upon returning to the school system following his completion of duty in the armed forces, he/she shall receive full benefits of salary steps which would have accrued to him had he not been absent.

7. ANNUAL LEAVE

8.071 A member of the bargaining unit who is employed on a twelve (12) month basis shall be allowed vacation leave, exclusion of holidays, with compensation as follows:

- (a) An employee with less than five (5) year of continuous service at a rate of one (1) day per month, cumulative to twelve (12) work days per year.

- (b) An employee with five (5) years or more continuous service at a rate of one and one-quarter (1 ¼) days per month, cumulative to fifteen (15) work days per year.
- (c) An employee with ten (10) years or more continuous service at a rate of one and one-half (1 ½) days per month, cumulative to eighteen (18) work days per year.

8.072 Accrued vacation leave shall not exceed thirty (30) work days. Vacation leave for an employee shall be scheduled at the discretion of the immediate supervisor so that there will be minimum disruption of the operation of the District School System.

8.073 Upon employment termination, the employee shall be paid for all unused vacation leave.

8.08 ILLNESS IN-LINE-OF-DUTY

8.081 A member of the bargaining unit shall be entitled to ten (10) days of illness-in-line-of-duty leave because of personal injury in the discharge of his duties or because of illness from a contagious or infectious disease contracted in his work.

8.082 In case of injury, a certificate from a licensed physician may be required and in the case of a claim relating to a contagious or infectious disease, the employee shall file a statement from a licensed physician certifying that beyond a reasonable doubt the contagious or infectious disease was contracted at school during the time the employee was engaged in school work.

8.083 After determining that the claim correctly states the facts and is valid, the School Board will approve the leave.

8.084 Any worker's compensation payment received by the EMPLOYEE while he is on compensable leave shall be deducted from his gross salary or the check received from worker's compensation shall be endorsed to the school board. The BOARD shall continue all health and life insurance premiums for the EMPLOYEE during such illness.

8.085 Any EMPLOYEE granted leave, as herein prescribed, who has used the ten (10) days as provided by law may be granted additional leave by action of the BOARD.

- 9. Each EMPLOYEE will be notified in writing during preschool each year of the number of days of sick leave accumulated in prior years.

10. SHARING SICK LEAVE

- 8.101 Employees with accrued sick leave shall be allowed the opportunity to donate their accrued sick leave to a designated employee to be absent from work for a period which exhausts his/her sick leave. Extraordinary circumstances include hospitalization, critical illness or injury.
102. Whenever there is a need to share sick leave hours with a designated employee, the designated employee or designee shall make a request to the finance department. The finance department shall provide bargaining unit employees with a personal action form on which they can indicate the number of hours they wish to donate and transfer from their sick leave bank to that of the designated employee.
- 8.103 Unused donated sick leave hours shall have no cash value.

8.11 PAID BEREAVEMENT LEAVE

Bereavement Leave for all Glades County School District Employees: In an instance of the death of an employee's spouse, child, parent, sibling, grandparent or the death of a parent, sibling or grandparent of the employee's spouse, the employee will be allotted three (3) full days of paid bereavement leave within each school year. The use of bereavement leave shall not count against the employee's sick or vacation leave. If an employee requires additional leave for the purpose of bereavement beyond the three (3) days of Bereavement Leave provided per year, the employee may request his/her administrator/supervisor to use vacation or sick leave for a reasonable number of additional days. Employees may be required to provide documentation of the death and/or relationship. Employees may petition the Superintendent for Bereavement Leave not specifically covered by this provision.

8.12 ATTENDANCE INCENTIVE

The Board will provide a \$350 Attendance Incentive for perfect attendance for personal/sick leave. The Board establishes a Semi-Annual Bonus paid for Perfect Attendance. The Semi-Annual periods would be July 1 through December 31 and January 1 through June 30.

ARTICLE IX – GRIEVANCE PROCEDURE

1. DEFINITIONS AND TERMS:

- 9.011 A GRIEVANCE is any formal claim of any EMPLOYEE by name or group of EMPLOYEES by name affected by the same claim, that there exists the following: A violation, misinterpretation or inequitable application of any provision of this agreement.
- 9.012 A GRIEVANT is:
- (A) any individual EMPLOYEE by name or (B) any group of EMPLOYEES by name affected by the same claim. Such a grievance shall be signed by at least two (2) of these EMPLOYEES.
- 9.013 The term DAY when used in this article shall mean EMPLOYEE'S work day. During any recess, the term day shall mean week day exclusive of legal holidays.

2. INFORMAL GRIEVANCE PROCEDURE:

- 9.021 In the event, an EMPLOYEE believes there is a basis for a grievance, he shall within five (5) days discuss the alleged grievance with his immediate supervisor.
- 9.022 If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the grievant shall submit to his immediate supervisor, within five (5) days of the alleged grievance, a properly executed grievance form signed by the grievant. The EMPLOYEE may be represented by the UNION at any level of the grievance procedure.
- 9.023 Grievance discussions in the various steps will be conducted during the work day. The employee and the steward may request time to appeal a grievance to a higher step. The grievant and stewards shall suffer no loss of pay or benefits in processing grievances through the various steps. Their immediate supervisor will grant the opportunity so long as it does not interfere with work operations.

3. FORMAL GRIEVANCE PROCEDURE:

- 9.031 LEVEL I: The Immediate Supervisor
- Within five (5) days of the receipt of the property submitted grievance, the immediate supervisor shall meet with the grievant in an

effort to resolve the grievance. The immediate supervisor shall indicate on the district grievance form his disposition of the grievance within five (5) days of such meeting and shall furnish a copy thereof to the grievant.

9.032 LEVEL II: The Superintendent

If the grievant is not satisfied with the disposition of the grievance at Level I, or if no disposition has been made within the period above provided, the grievant may appeal the grievance to Level II. Said Appeal, if made, shall be made by properly completing and submitting to the immediate supervisor the appeal section of the district grievance form within five (5) work days of the written response or lack thereof from Level I. Within five (5) days of receipt of a written request from the grievant, the Superintendent or designee shall meet with the grievant in an effort to resolve the grievance. The Superintendent shall indicate on the district grievance form disposition of the grievance within five (5) days of such meeting and shall furnish a copy thereof to the grievant.

9.033 LEVEL III: The Board

If the grievant is not satisfied with the disposition of the Grievance at Level II, or if no disposition has been made within the period above provided, the grievant may appeal the grievance to Level III. Said appeal, if made, shall be made by properly completing and submitting to the Superintendent the appeal section of the district grievance form within five (5) employee work days of the written response or lack of thereof from Level II. Within five (5) employee workdays of receipt of a written request from the grievant, the BOARD shall meet with the grievant in an effort to resolve the grievance. The BOARD shall indicate on the district grievance form their disposition of the grievance within five (5) employee workdays of such meeting and shall furnish a copy thereof to the grievant.

9.034 LEVEL IV: Arbitration

If the grievant is not satisfied with the disposition of the grievance at Level III, or if no disposition has been made in the period above provided, the grievant may appeal the grievance to Level IV. Said appeal, if made, shall be made by properly completing and submitting to the Superintendent the arbitration appeal section of the district grievance form within five (5) work days of the written response or lack thereof from Level III. If the parties cannot agree as to the arbitrator within five (5) days from receipt of the appeal to arbitration, the arbitrator shall be selected by the Federal Mediation & Conciliation Service in accord with its rules shall likewise govern the arbitration proceedings. Neither the grievant nor the BOARD

shall be permitted to assert in such arbitration proceedings any ground or rely on evidence not previously disclosed to the other party. Both parties agree that the word of the arbitrator shall be final and binding. If at any step of the formal grievance procedure, the grievant fails to adhere to the time lines required for appeal or if no appeal is made, the grievance shall be considered settled at the step and shall be considered final and binding on both parties. The losing party shall pay the cost of the arbitration.

4. The time limits provided in this Article shall be strictly observed, but may be extended by agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the BOARD shall process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the grievant, his immediate supervisor, or the Superintendent, or members of the BOARD prevents their presence at a grievance meeting, the time limits shall be extended to such time that the parties can be present. Grievance meetings and conferences must be held outside of the employee's regular workday. If the Administration schedules a grievance meeting of necessity during the employee's workday, paid release time shall be granted to the employee. Any grievance filed during the term of this Agreement shall be processed through the grievance procedure until resolution.

ARTICLE X – COMPENSATION AND BENEFITS

1. TERMINAL PAY

EMPLOYEES employed prior to July 1, 1987 shall be entitled to terminal pay for accrued sick leave at the time of termination or retirement. Terminal pay shall be computed at the daily rate of pay of the EMPLOYEE at the time of termination, retirement or death multiplied by the following percentage of the total number of accrued and valid sick leave days credited to the employee in the Glades County School District.

- (A) During the first three (3) years of service in the district – 35%
- (B) During the next three (3) years of service in the district – 40%
- (C) During the next three (3) years of service in the district – 45%
- (D) During the next three (3) years of service in the district – 50%
- (E) During and after the next thirteenth year of service in the district – 100%

If termination is by death of the EMPLOYEE, such terminal pay shall go to the EMPLOYEE'S beneficiary. Any EMPLOYEE entitled to terminal pay benefits shall have been under contract to render services for the period immediately preceding termination and shall not be under suspension from duty or have any charges pending which could result in dismissal from employment.

EMPLOYEE'S employed on or after July 1, 1987 shall be entitled to terminal pay for accrued sick leave as prescribed below if they have vested in the Florida Retirement System.

- (A) Five (5) or fewer years of employment – 0%
- (B) More than five (5) but fewer than ten (10) years of employment – 25%
- (C) Ten (10) or more years of employment – 50%

For employees hired on or after July 1, 1987 there shall be a maximum cap of 120 sick days that may be accrued for terminal pay purposes.

2. PAID HOLIDAYS:

All EMPLOYEES shall receive all paid holidays that fall within their period of employment with the district as approved by the school calendar.

3. MEDICAL INSURANCE:

The BOARD shall contribute **\$600** toward the cost of the individual group medical insurance for each member of the bargaining unit effective **January 1, 2018** and continuing through **December 31, 2018**. Members of the unit will be responsible for the additional monthly cost to be deducted from their pay. This agreement will remain in effect until **December 31, 2018**. The Board's contribution is deemed waived, if the member does not enroll in the selected group medical insurance plan. Any Non-Instructional Employee providing proof of an annual "Wellness Exam" (Annual Physical) will receive an additional incentive payment of \$20.

4. LIFE INSURANCE:

The BOARD agrees for the term of this Agreement to pay the cost of individual life insurance for all employees who work twenty (20) or more hours per week. Bus drivers will be covered.

5. WAGES:

Wages shall be negotiated each year for the term of this contract. Any change in wages so negotiated shall become effective July 1 of each year provided that agreement is reached each year by December 1. If not, the effective date shall be negotiable. However, no employee covered by this contract shall receive any change in wages for any succeeding year until and unless such change has been agreed to and ratified by both parties.

Any full-time member of the Bargaining Unit who has completed twenty-five (25) years of creditable service in the Florida Retirement System, at least fifteen (15) of which have been with the Glades County School Board, shall receive an annual bonus of \$550.00.

All non-instructional staff eligible to be members of the non-instructional union will receive a \$1,000 stipend for 48 College Hours, a \$2,000 stipend for an Associate Degree, a \$2,500 stipend for 96 College Hours or a \$4,000 stipend for a Bachelor's Degree earned from a regionally accredited college or university. Also, a \$1,500 stipend will be awarded for any state licenses approved by the School Board.

6. DURATION

This agreement shall be effective from July 1, **2017**, and shall continue in effect through June 30, **2020**. This is a three-year contract with re-openers negotiated after May 1, 2018 and May 1, 2019, limited to no more than economic plus two additional non-economic issues raised by each party, plus such other issues as both parties are willing to negotiate. All provisions of the expired negotiated Agreement not otherwise changed during this year's negotiations will be continued unchanged in the successor Agreement.

SEIU FLORIDA PUBLIC SERVICES UNION

GLADES COUNTY SCHOOL BOARD

President & Chief Negotiator

**Chairman, Negotiations
Glades County School Board**

Executive Committee Member

**Superintendent and Secretary and
Secretary to the Board**

Chairman of the Board

Vice-Chairman of the Board

Board Member

Board Member

Board Member

Addendum-A Non-Instructional Salary Schedule 2017-18

Pay Level	General Secretary 261-Day Year 7-Hour Day	Instructional Support ESE Aides 196-Day Year 7-Hour Day	Instructional Support General Aides 196-Day Year 7-Hour Day	Finance and Central Services 261-Day Year 7-Hour Day	Maintenance and Operation General Maintenance* 261-Day Year 8-Hour Day	Maintenance and Operation Custodian 261-Day Year 8-Hour Day	Transportation Driver 186-Day Year 4-Hour Day
0	18,624	14,332	13,398	20,831	19,436	18,650	11,011
1	19,055	14,656	13,700	21,316	19,886	18,781	11,266
2	19,497	14,989	14,009	21,815	20,348	18,913	11,529
3	19,950	15,331	14,326	22,326	20,823	19,327	11,798
4	20,414	15,680	14,650	22,848	21,308	19,775	12,073
5	20,891	16,038	14,983	23,371	21,807	20,235	12,355
6	21,378	16,406	15,325	23,934	22,318	20,707	12,645
7	21,877	16,782	15,674	24,497	22,841	21,190	12,941
8	22,389	17,169	16,033	25,074	23,377	21,686	13,245
9	22,915	17,564	16,400	25,665	23,926	22,192	13,556
10	23,452	17,970	16,777	26,273	24,489	22,713	13,876
11	24,005	18,386	17,164	26,893	25,067	23,247	14,203
12	24,571	18,812	17,559	27,531	24,608	23,793	14,538
13	25,151	19,248	17,965	28,184	26,266	24,353	14,883
14	25,744	19,696	18,381	28,854	26,888	24,928	15,234
15	26,354	20,154	18,839	29,540	27,526	25,516	15,596

16	26,978	20,625	19,244	30,243	28,178	26,119	15,966
17	27,617	21,108	19,692	30,964	28,848	26,738	16,346
18	28,273	21,602	20,152	31,703	29,534	27,371	16,735

\$1,000 stipend for 48 College Hours, \$2,000 stipend for an Associate Degree, \$2,500 stipend for 96 College Hours or \$4,000 stipend for a Bachelor's Degree earned from a regionally accredited college or university, \$1,500 stipend will be awarded for angst ate license approved by the School Board.

*Journeyman Electrical License add \$1,500 to the Pay Level.

This Salary Schedule reflects a 1% increase at each Base Pay Level-0. Employees will move up one Pay Level for the 2017-18 school year. Employees with no designated Pay Level increase will receive \$380 as a Longevity Step.

Addendum-A Non-Instructional Salary Schedule 2017-18

Pay Level	Transportation Mechanic 261- Day Year 8-Hour Day	Food Service 191- Day Year 4-Hour Day	Food Service 191- Day Year 6-Hour Day	Food Service 191- Day Year 8-Hour Day	Nurse	Migrant- Paraprofessional/ School Based Advocate/ Social Worker/ Recruiter or ESE- Parent Specialist 206- Day Year 7.5 Hour Day
0	20,247	6,979	10,639	14,209	20,948	17,462
1	20,719	7,107	10,879	14,531	21,437	17,864
2	21,201	7,266	11,124	14,861	21,937	18,276
3	21,697	7,430	11,377	15,199	22,450	18,699
4	22,203	7,598	11,635	15,546	22,977	19,132
5	22,723	7,769	11,900	15,720	23,515	19,577
6	23,257	7,944	12,172	16,264	24,068	20,032
7	23,804	8,124	12,450	16,638	24,635	20,497
8	24,363	8,308	12,735	17,021	25,216	20,975

9	24,938	8,498	13,027	17,413	25,811	21,466
10	25,527	8,692	13,328	17,814	26,421	21,967
11	26,130	8,889	13,635	18,226	27,046	22,483
12	26,748	9,093	13,950	18,649	27,688	23,011
13	27,381	9,302	14,272	19,045	28,344	23,552
14	28,031	9,517	14,603	19,524	29,018	24,107
15	28,696	9,735	14,942	19,979	29,708	24,675
16	29,379	9,961	15,290	20,445		25,257
17	30,079	10,191	15,645	20,923		25,854
18	30,796	10,428	16,010	21,412		26,466

\$1,000 stipend for 48 College Hours, \$2,000 stipend for an Associate Degree, \$2,500 stipend for 96 College Hours or \$4,000 stipend for a Bachelor's Degree earned from a regionally accredited college or university, \$1,500 stipend will be awarded for angst ate license approved by the School Board.

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This Salary Schedule reflects a 1% increase at each Base Pay Level-0. Employees will move up one Pay Level for the 2017-18 school year. Employees with no designated Pay Level increase will receive \$380 as a Longevity Step.

\$1,000 stipend for 48 College Hours, \$2,000 stipend for an Associate Degree, \$2,500 stipend for 96 College Hours or a \$4,000 stipend for a Bachelor's Degree earned from a regionally accredited college or university. \$1,500 stipend will be awarded for any state licenses approved by the School Board.

ADDENDUM B

GRIEVANCE FORM

Level I: (Immediate Supervisor)

Name: _____
Address: _____
School: _____

Date of Grievance: _____
Date Filed: _____
Article & Section Grievied: _____

Statement of Grievance: (attach sheets if needed) _____

Remedy Sought: (attach sheets if needed) _____

Witnesses: (if any) _____

Received by: _____ Date: _____

Grievant Signature

Union Representative

APPEAL SECTION

Date Appeal Filed: _____

Level II Appeal: (Superintendent)

I do hereby notify you that I am appealing the Level I decision to Level II.

Reason: (attach sheets if needed) _____

Received by: _____ Date: _____

Grievant Signature

Union Representative

Date Appeal Filed: _____

Level III Appeal: (Board)

I do hereby notify you that I am appealing the Level II decision to Level III.

Reason: (attach sheets if needed) _____

Received by: _____ Date: _____

Grievant Signature

Union Representative

ADDENDUM B

GRIEVANCE RESPONSE FORM

Level I: Meeting Date: _____ Time: _____

Grievance: _____

Date Received: _____

Date Returned: _____

Decision: _____

Reason: _____

Received by: _____ Date: _____

Level I Signature

Level II: Meeting Date: _____ Time: _____

Date Received: _____

Date Returned: _____

Decision: _____

Reason: _____

Received by: _____ Date: _____

Level II Signature

Level III: Meeting Date: _____ Time: _____

Date Received: _____

Date Returned: _____

Decision: _____

Reason: _____

Received by: _____ Date: _____

Level III Signature

Level IV:

Notice of Arbitration

Date Received: _____

Superintendent's Signature

ADDENDUM C

The following form shall be used for the authorization for deduction:

SEIU FLORIDA PUBLIC SERVICES UNION

I request and authorize the School Board of Glades County to deduct from my earnings, and transmit to the SEIU FLORIDA PUBLIC SERVICES UNION, membership dues as annually certified by the Union. Dues deductions will begin in accordance with the arrangements agreed upon by the Union. I understand that written notification to the Union will go into effect within thirty (30) days following a receipt of said notification by the School Board. I do hereby waive all right and claim to said monies so deducted and relieve the School Board and all its officers from any and all liability resulting from the deduction of authorized dues.

SIGNATURE DATE

(PRINT) First Initial-Last Name Social Security Number