



MCPS

MARION COUNTY PUBLIC SCHOOLS

"Helping Every Student Succeed"

COLLECTIVE BARGAINING AGREEMENT

Between

**THE INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES, LOCAL 1010**

and the

SCHOOL BOARD OF MARION COUNTY

2022-2025

Board Approved: August 8, 2023

~An Equal Opportunity School District~

**COLLECTIVE BARGAINING AGREEMENT
 BETWEEN THE
 SCHOOL BOARD OF MARION COUNTY
 AND
 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES – LOCAL 1010**

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This Agreement is between Florida District Council #78 and its affiliate Local 1010 of the International Union of Painters and Allied Trades (hereinafter referred to as the Union) and the School Board of Marion County (hereinafter referred to as the District).

WITNESSETH:

WHEREAS, the Union and the District have engaged in collective bargaining with respect to the wages, hours, and terms and conditions of employment of employees in the bargaining unit covered by this Agreement: and

WHEREAS, the Union and the District desire to reduce their Agreement with respect to such matters in writing,

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Union and the District hereto agree as follows:

Article 1

Recognition and Equal Employment

Section 1.01 – Recognition

- (a) The District hereby recognizes the Union as the bargaining representative for collective negotiations in the determination of the wages, hours, and terms and conditions of employment of those employees in the bargaining unit certified by the Florida Public Employees Relations Commission in its Certification Order #374.
- (b) The bargaining unit consists of all employees of the District in the classifications listed in Addendum A of this Agreement.

Section 1.02 – Definitions

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

Administrator – An employee’s immediate supervisor, unless otherwise indicated. The term “Administrator” or “Administrators” shall refer to any and/or all of the following District classifications: Program Manager, Assistant Principal, Principal, Coordinator, Supervisor, Director, Executive Director, Deputy Superintendent, and Superintendent.

Classification Description(s) – The District approved summary for each classification covered by this Agreement which is maintained on the District’s website. Classification descriptions will include, at a minimum: (1) classification title; (2) minimum requirements/qualifications; (3) performance responsibilities; and (4) physical and/or special requirements/qualifications, if any.

Day(s) – Unless otherwise specified in this Agreement, "day" shall mean an employee work day.

Employee(s) – A person employed by the District in one of the classifications listed in Addendum A.

Fiscal Year – The District’s business/financial year, which runs from July 1 to June 30 of each year.

Full-time Employee(s) – A person employed by the District in a position regularly scheduled for six (6) hours or more per day for the work year established by the District will be considered full-time employees. Bus Drivers and Bus Aides, regardless of the hours scheduled are considered to be full-time employees.

Member(s) – An employee who is a member in good standing of the Union.

New Employee(s) – A person hired into one of the classifications listed in Addendum A for the first time, or following a break in continuous service as described under “Seniority” below.

Part-time Employee(s) – A person employed by the District prior to July 1, 2013 in a position regularly scheduled for less than four (4) hours per day for the work year established by the District. A person employed by the District on or after July 1, 2013 in a position regularly scheduled for less than six (6) hours per day. Bus Drivers and Bus Aides, regardless of the hours regularly scheduled, are considered to be full-time employees.

School Board – The Marion County School Board.

Substitute Employee(s) – A person employed by the District as a replacement for an employee on an approved leave of absence.

Superintendent – The official who serves as the Chief Executive Officer of the Marion County Public Schools.

Supervisor – An individual who is not covered by this Agreement who is responsible to the District (through a chain-of-command) for the day-to-day assignment and/or direction of work of employees covered by this Agreement.

Temporary Employee(s) – A person employed by the District to perform duties for one (1) year or less.

Work Day – A day in which the district administration office is open for operation.

Work Year – Board approved work calendar for each classification.

Section 1.03 – Equal Employment

- (a) Neither the District nor the Union shall discriminate against employees because of sex, marital status, sexual orientation, race, color, national origin, age, religion, disability, or political affiliation or belief.
- (b) The District and the Union shall comply with all applicable Federal and Florida State laws regarding the reasonable accommodation of disability.
- (c) The District and the Union shall comply with all applicable Federal and Florida State laws regarding Veterans’ Preference.

- (d) Conduct alleged to be sexual harassment or alleged to constitute a hostile work environment may be grieved in accordance with Article 4 (Grievance and Arbitration Procedures) of this Agreement or in accordance with Section II of School Board Policy 6.35 (Complaints and Grievances), but not under both procedures.
- (e) Neither the District nor the Union shall discriminate against employees because of membership or non-membership in the Union, except that the Union is under no obligation to represent non-members in grievances.

Article 2
Union Rights Representation

Section 2.01 – Union Dues

(a) Deduction Authorization

Employees who elect to become members of the Union may authorize payroll deduction of membership dues and uniform assessments for transmittal to the Union subject to the conditions of this Agreement.

(b) Annual Certification

No later than July 1 of each year, the Union shall certify to the District the total amount of uniform dues to be deducted for the period commencing July 1 and ending June 30 of the following year.

(c) Equal Deduction

(1) Pursuant to an employee's authorization, and commencing with the first pay period of the school year, one-twentieth (1/20) of the amount certified by the Union shall be deducted from twenty (20) paychecks of the employee, (e.g., the first 20 paychecks of the school year).

(2) In the event that a dues deduction authorization is received by the District less than ten (10) days prior to an employee's next regular paycheck, the dues deduction shall not commence until the following paycheck period.

(d) Remittance

Dues and uniform assessments deducted by the District pursuant to this Section shall be remitted to the Union, with the name and employee number of each employee from whose check a deduction was made, on or before the tenth work day following the end of the calendar month in which such deduction was made.

(e) Revocation

Any authorization for dues deduction pursuant to this Section shall be revocable at the employee's will upon thirty (30) days written notice to the District and the Union. Responsibility for providing notice of revocation shall be the employee's, and the Union shall neither have nor assert any claim against the District by reason of an employee's failure to give the Union notice of revocation of authorization for dues deduction.

(f) Hold Harmless

The Association shall indemnify and hold the District harmless from any claim or demand asserted by an employee against the District by virtue of the District's performance of the provisions of this Section.

(g) Conflicts

In the event of a conflict between the terms of this Agreement and any authorization for dues deduction submitted to the District, the provisions of this Agreement shall prevail.

Section 2.02 – Union Stewards

The names of employees selected as Union Stewards shall be certified in writing to the District. Union Stewards are entitled to investigate and process grievances and other matters pertaining to the carrying out of this Agreement, provided that such activities are conducted outside the work hours of the Union Steward and the employee(s) involved. The District agrees to arrange for accessibility of its management personnel to Union Stewards at mutually agreeable times and places in implementing this Section, provided that accessibility to specific management personnel is requested in writing to the Superintendent or his/her designee.

Section 2.03 – Union Business

Union Stewards scheduled for meetings, conferences and/or negotiations mutually scheduled by the Union and the District shall suffer no loss of pay or benefits for attending such events. The Chairperson of the Union shall be afforded up to ten (10) uncompensated days to attend to Union business.

Section 2.04 – District Meetings

- (a) The Union shall appoint a committee representing all areas in the Custodial Services, Food Services, Technical Services, Technology and Information, and Transportation Departments to meet with the Superintendent or his/her designee(s), when requested, on a monthly basis and at a mutually agreeable time for the purpose of reviewing safety matters, personnel matters and the administration of this Agreement.
- (b) The party (either the Union or the District) requesting a District Meeting shall provide the other party with a meeting agenda at least seven (7) calendar days prior to the meeting.
- (c) District Meetings will in no way bypass the negotiations or grievance procedures.
- (d) Attendance of representatives for each of the Departments specified in (a) of this Section will not be required to conduct a District Meeting.

Section 2.05 – Bulletin Boards and Employee Mailboxes

- (a) The Union shall have the right to post notices of official Union meetings and notices on matters of general Union concern in a designated space on one (1) bulletin board in a designated area assigned by the Administrator at each work location. Only official Union meeting notices and notices on matters of general Union concern may be posted. Postings

shall not impair the orderliness or cleanliness of the premises, distract those lawfully on the premises from the pursuit of their assigned task, or otherwise disrupt or impair use of the premises for their intended purposes.

- (b) The Union shall have the right to place materials in mailboxes for communications with employees, provided that materials placed in mailboxes are not derogatory against the District or its Administrators. Appropriate Administrators will be given a copy of any materials at least 24 hours prior to distribution.
- (c) Union representatives, including Stewards, shall have the right to inspect Union and District bulletin boards without prior notice to the District as long as there is no interference with employees who are working and proper check in procedures are followed.

Section 2.06 – School Board Policies

The District shall make all School Board policies available on the District website. The Superintendent or his/her designee(s) shall advise the Union by email of proposed changes requiring the approval of the School Board in classifications, regulations, and policies directly affecting employees prior to implementation. Prior to School Board action, the Union may submit its views by public comment at related scheduled meetings with respect to changes.

Section 2.07 – Classification Committee

There shall be a Classification Committee for the purpose of reviewing and providing advice on any new classification description(s) or change(s) to existing classification descriptions. The committee shall consist of three (3) members, one of whom shall be from the classification under review. A representative of the District shall be available to respond to inquiries raised during meetings of the Classification Committee.

Section 2.08 – Copies of Agreement

The District shall place an electronic copy of this Agreement on the District’s website.

Article 3 **District Rights**

Section 3.01 – District Rights

It is expressly understood and agreed between the Union and the District that the right to direct, hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against employees shall be solely and exclusively within the responsibility of the District subject to the provisions of this Agreement, provisions of State Regulations, and the laws of Florida and the United States.

Section 3.02 – District Operations

It is expressly understood and agreed between the Union and the District that the right to relieve employees from duty because of lack of work or for other legitimate reasons, to maintain the

efficiency of the District's operations, to determine the methods, means and personnel by which the District's operations are to be conducted, and to take whatever action may be necessary to carry out the mission of the District in situations of emergency shall be solely and exclusively within the responsibility of the District.

Section 3.03 – Statutes and Regulations

It is expressly understood by and between the Union and the District that no provision of this Agreement shall be construed so as to abridge the authority and power of the District as established by constitutional provision, Statute or State Board of Education Regulations in existence at the time this Agreement is executed, and that the District shall be relieved of performance or compliance with any term or condition hereof if such compliance is contrary to any constitutional provision, Statute or State Board of Education Regulation adopted, enacted or having an effective date subsequent to commencement of the term of this Agreement, provided however, that none of the terms of this contract shall be deemed a waiver by the Union or individual employee of any rights otherwise secured by law.

Section 3.04 – Terms and Conditions of Agreement

It is expressly understood and agreed that this Agreement constitutes the entire Agreement between the parties with respect to wages, rates of pay, hours of employment, and other terms and conditions of employment for employees covered by this Agreement, and that the determination of any question with respect to wages, rates of pay, hours of employment, or other terms and conditions of employment not expressly determined by this Agreement shall be deemed to be within the sole authority of the District subject to the provisions of State Regulations and the laws of Florida and the United States.

Section 3.05 – Subcontracting

No less than thirty (30) calendar days prior to a Request for Proposals (RFP) or bid proposing to subcontract any work presently done by employees covered by this Agreement, the District will provide the Union with written notification and afford the Union an opportunity to respond to such notice. Notice will include, but not be limited to, the rationale for the need of the contract and the District's timelines for considering a contract for services. Notice will be given as soon as it is known by the District that a need exists.

For the duration of this agreement, the District will not consider any additional outsourcing of services which would result in the layoff of current bargaining unit employees.

Article 4

Grievance and Arbitration Procedures

Section 4.01 – Definition of a Grievance

- (a) A grievance is any dispute between the District, one (1) or more employees, and/or the Union regarding the interpretation or application of applicable law or of the terms of this Agreement.
- (b) Disciplinary action taken against an employee shall be subject to the Grievance Procedure, except as provided in Section 4.02 (Exclusion) of this Article. In the event

an employee is terminated pursuant to Section 5.11(f) of this Agreement, the employee may submit a grievance directly to Step 4/Arbitration of the grievance procedure, provided the Union is in agreement to proceed to arbitration.

- (c) The Union may submit a grievance either as the representative in a class action involving more than one (1) employee or on behalf of the Union as an entity. In such event, the Union shall then be considered the grievant. Grievances submitted by the Union may be submitted directly to Step 2 of the grievance procedure.
- (d) All grievances shall be in writing on a form to be mutually agreed to by the District and the Union.
- (e) A grievance shall contain the following information, which shall be included on the prescribed form: an explanation of the grievance and a statement of the facts on which the grievance is based; the section(s) of the Agreement allegedly violated; and the remedy being sought.

Section 4.02 – Exclusion

The termination of an employee during his/her initial probationary period [see Section 5.03 of this Agreement] shall not be subject to the grievance procedure provided in this Article. However, this provision shall not preclude a probationary employee from submitting a grievance regarding any matter other than his/her termination.

Section 4.03 – Time Limits in Grievance Procedure

- (a) The time limits contained in this Article may be lengthened or shortened by mutual written agreement of both the District and the Union.
- (b) A grievance not submitted by a grievant within the time limits provided in this Article shall be deemed withdrawn and the last action taken by the District shall prevail. A grievance not answered by the District within the time limits provided in this Article shall be deemed to have been answered in the negative, thereby entitling the grievance to be submitted to the next step of the grievance procedure.

Section 4.04 – Grievance Procedure

- (a) Prior to the submission of a grievance under this Section, the employee is encouraged to meet with his/her immediate supervisor and to engage in informal efforts to resolve the grievance.
- (b) Grievances shall be processed in accordance with the following procedure.

Step 1

Within ten (10) work days of the event giving rise to a grievance, or within ten (10) work days of the date the grievant, using reasonable diligence, should have known of the event, a written grievance shall be submitted to the grievant's most immediate Supervisor whose position is not covered by this Agreement.

The Supervisor or Department Administrator shall consider the grievance, and answer the grievance in writing no later than ten (10) work days after receipt of the grievance.

Step 2

If the grievance is not resolved at Step 1, the grievant, within ten (10) work days of the Supervisor's or Department Administrator written answer at Step 1, shall submit the grievance in writing to the District's Executive Director of Human Resources or his/her designee [hereinafter referred to as the EDHR].

The EDHR shall consider the grievance, and answer the grievance in writing no later than ten (10) work days after receipt of the grievance at Step 2.

Step 3/Mediation

If the grievance is not resolved at Step 2, the grievant, within ten (10) work days of the EDHR written answer at Step 2, shall submit a written request for mediation to the EDHR. The EDHR and the Union shall then secure a mediator and mediation schedule within ten (10) work days of the receipt of the written request for mediation.

Step 4/Arbitration

If the grievance is not resolved at Step 3, only the Union may give notice of intent to arbitrate within ten (10) work days of the receipt of the mediator's answer at Step 3. The notice of intent shall be served upon the EDHR and concurrently filed with the Federal Mediation and Conciliation Service (FMCS).

Section 4.05 – Arbitration Procedure

- (a) The Union shall request a panel of seven (7) qualified arbitrators to be furnished to the Union and the District. The District will reimburse the Union for one-half the cost of the panel after arbitration is held and receipt of an invoice.
- (b) An arbitrator shall be selected from the panel of arbitrators furnished by the FMCS by the alternate striking of names (with the Union striking the first name) until one name remains. However, in the event the parties to this Agreement believe that the submitted panel is unsatisfactory, the parties may jointly request one (1) additional panel of seven (7) names from the FMCS. In all cases, the parties shall request arbitrators with Florida addresses.
- (c) This Agreement constitutes a contract between the District and the Union, and shall be interpreted and applied by an arbitrator in the same manner as any other contract under the Laws of the State of Florida. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of the Agreement, but shall determine only whether or not there has been a violation of the Agreement as alleged in the grievance.
- (d) The arbitrator's decision shall be based solely upon the arguments and evidence presented in arbitration. The arbitrator's decision shall be in writing and shall be issued no later than thirty (30) calendar days after the close of the arbitration hearing.

- (e) The arbitrator's decision shall be final and binding on both the District and the Union provided that said decision complies with applicable law.
- (f) The cost for the services of the arbitrator (including transportation, lodging and meals, if applicable) shall be borne by the losing party.
- (g) Except for the services of the arbitrator, each party to this Agreement shall be responsible for its own costs incurred in arbitration, including, but not limited to, the cost of representation. Either party requesting a transcript of the arbitration hearing shall be responsible for the cost of such transcript.

Article 5

Conditions of Employment

Section 5.01 – Union Representation

Employees shall be entitled to Union Representation during any meeting which will or may lead to disciplinary action by the District. When a request for such representation is made, no action shall be taken with respect to the employee until such representative is present.

Section 5.02 – Complaints Against Employees

Disciplinary action to be taken on the basis of a complaint by a parent, student or other individual shall first be reported to the employee in writing. The employee may respond in writing to his/her supervisor and have said response attached to any notice of disciplinary action which is to be included in his/her personnel file.

Section 5.03 – Initial Probationary Period

Employees shall serve an initial probationary period of twelve (12) calendar months, during which time such employees shall be considered on probationary status.

Section 5.04 – Promotional Probationary Period

When promoted to any classification covered by this Agreement, an employee will be required to serve a sixty (60) day probationary period. Should an employee fail to successfully complete the sixty (60) day probationary period, he/she will be returned to the job classification and hours worked held prior to the promotion.

Section 5.05 – Past Practice

In order to be enforceable under this Agreement, a past practice: (1) must have occurred regularly over a significant period of time (i.e., through no less than two (2) rounds of collective bargaining between the Union and the District); (2) must be clear and consistent; (3) cannot conflict with any specific provision of this Agreement; and, (4) must be widespread and known by both the Union and the District.

Section 5.06 – Safety and Health

- (a) The safety of employees is of critical concern to both the Union and the District. Accordingly, the District and the Union shall make every reasonable effort to provide employees with a safe work environment.
- (b) The Union and the District shall work cooperatively in an effort to reduce job-related injury or illness and to control Workers Compensation costs by encouraging employees to comply with all work rules regarding safety and health. Employees who do not comply with work rules regarding safety and health shall be subject to appropriate disciplinary action.
- (c) When an employee believes that an unsafe situation exists in the workplace, the employee shall report the situation to his/her immediate supervisor. The supervisor shall investigate the report and appropriately respond to any unsafe situation that is found to exist.
- (d) When acting in good faith, an employee may refuse to perform an assigned duty if the employee has reasonable grounds to conclude that performance of the duty will pose an undue, immediate, and serious threat to the employee's physical well-being.

Section 5.07 – Performance Assessment

- (a) The work performance of probationary employees may be assessed as frequently as necessary, but no less than prior to the end of their first sixty (60) days of employment and before the conclusion of their probationary period.
- (b) The work performance of employees who have successfully completed their initial probationary period may be assessed annually following the District's evaluation schedule. However, nothing contained in this Section shall be construed to limit assessment more frequently as required under the Corrective Discipline System provided in Section 5.11 of this Agreement.

Section 5.08 – Lateral Transfers

- (a) An employee who has been working at a work location for at least twelve (12) consecutive months or for the entire work year prescribed for the position shall have the right to apply for transfer to another work location within the same job classification.
- (b) A District-initiated transfer may occur at any time the District deems such transfer to be in the best interest of the school district. A five (5) working day notice will be given when a permanent transfer is required.

Section 5.09 – Posting of Vacancies

- (a) New or vacant positions in any classification covered by this Agreement shall be posted on the District's website and at all work locations for no less than five (5) calendar days.
- (b) Any employee may apply for a vacancy by following the application procedures required by the District's Employment Services Division.

- (c) Applicants will be selected for a new or vacant position based on their past job performance, related training, and experience for the posted position. If all past performance, training, and experience specific to the position are equal, the employee with the most District seniority will be selected.
- (d) Upon request, the senior employee, if not selected, will be notified of the reason(s) for being passed over.
- (e) A Bus Driver vacancy will be filled by an unassigned driver for no more than twelve (12) calendar weeks. For employees on Workers Compensation, the position will be held for six (6) months or until the end of the school year, whichever occurs sooner.
- (f) The District will make every effort to move the Bus Driver/Bus Aide who is awarded the route within five (5) work days of the assignment. When a delay is necessary, the District will notify a Steward in the appropriate Zone of the delay and the reasons therefore.
- (g) Any change in pay attributable to movement to the route will be effective from the first work day following assignment to that route.

Section 5.10 – Abandonment of Position

- (a) An employee who is absent without authorized leave for three (3) work days may be deemed to have abandoned his/her position and to have resigned from employment. However, no action shall be taken against the employee until after the District has attempted to contact the employee to discover the circumstances of the unauthorized absences.
- (b) Employees separated from employment because of abandonment of position shall be notified in writing of such action.
- (c) An employee separated from employment because of abandonment of position may submit a written petition to the Executive Director of Human Resources (EDHR), or his/her designee, to review the circumstances of the employee's abandonment, provided that such petition is received within fifteen (15) calendar days of the date of the notice required in (b) of this Section. The employee shall receive a written response to his/her petition within fifteen (15) calendar days of its receipt.
- (d) All benefits of employment shall cease on the first day of unauthorized leave for an employee who is separated from employment under conditions of abandonment of position.

Section 5.11 – Corrective Discipline

- (a) High standards of conduct are expected of employees in order to preserve the District's reputation and to ensure a safe, equitable and productive work environment.
- (b) Employee discipline shall be for Just Cause.
- (c) Employees shall be allowed the presence and representation of a Union Steward during: (1) any investigatory meeting which may result in employee discipline; and (2) any meeting in which employee discipline is imposed.

If Management specifically calls a meeting for the purposes of investigation or the imposition of discipline, Management may apprise an employee of his/her rights under this provision prior to the start of the meeting.

- (d) Discipline shall be defined as limited to the following personnel actions: documented oral reprimand; written reprimand; suspension without pay; and termination from employment.
- (e) When at all possible, discipline shall be imposed no later than fifteen (15) work days after the occurrence giving rise to the discipline or within fifteen (15) work days of the date the employee's immediate Supervisor, using reasonable diligence, should have known of the occurrence and had a reasonable opportunity to complete an investigation into the occurrence, whichever is later. If the time limit cannot be met for a District investigation, the District will notify the Union before the end of the 15th work day in writing.
- (f) Generally, the District will follow a Corrective Discipline System (hereinafter referred to as the CDS) whereby less severe forms of discipline are issued prior to resorting to the imposition of more severe sanctions when an employee fails to correct a job-related problem after being given a reasonable opportunity to do so.

The CDS shall consist of the following steps:

Counseling

A Supervisor shall notify an employee regarding any job-related problem(s) and shall inform the employee of the Supervisor's specific expectations for improvement. Counseling shall not be considered discipline, and may be oral or in writing.

Documented Oral Reprimand

If the job-related problem(s) persist, the Supervisor shall issue an Oral Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Oral Reprimand was issued, the problem(s) that were addressed, and the Supervisor's expectations for improvement.

Written Reprimand

If the job-related problem(s) persist, the Supervisor shall issue a Written Reprimand. The Written Reprimand shall indicate the date on which the Written Reprimand was issued, the problem(s) that were addressed, and the Supervisor's expectations for improvement.

Suspension Without Pay

If the job-related problem(s) persist, the Supervisor or Administrator shall request that the Administrator of the work unit contact the District's EDHR to discuss a Suspension Without Pay. Any Suspension Without Pay shall be documented by a written memorandum indicating the date on which the suspension was issued, the problems that were addressed, the Supervisor's expectations for improvement, the number of days for which the employee is being suspended, and the dates of such days of suspension.

Termination

If the deficiencies/problems persist, the Administrator of the work unit shall contact the District's EDHR and request that the Superintendent recommend that the employee be terminated from employment by the School Board.

In the event the Superintendent recommends that an employee be terminated from employment, the employee shall be entitled to a hearing before the School Board in compliance with the U. S. Supreme Court's decision in *Loudermill* [470 U.S. 532].

More specifically, any employee recommended for termination shall be entitled to a hearing before the School Board, provided that such hearing is requested in writing within fifteen (15) calendar days of the date the employee receives formal notice of the Superintendent's recommendation.

- (g) Documented Oral Reprimands, Written Reprimands, and Suspensions Without Pay shall not be used as the basis for taking the next step of discipline after one (1) calendar year from the date of such discipline.
- (h) In considering the discipline to be imposed at any step of the CDS, supervisors and administrators shall consider an employee's work record and length of service, as well as the seriousness of the employee's problem(s).
- (i) A copy of any written discipline resulting from the CDS shall be signed by the appropriate District administrator and provided to the employee. The employee shall sign a copy of any such discipline to acknowledge his/her receipt of the documentation, but not as any admission of the addressed problem(s). An employee who refuses to sign for his/her receipt of documentation may be additionally disciplined for insubordination.
- (j) Nothing contained in this Section shall be interpreted to preclude the District from issuing, and the District hereby expressly reserves the right to issue appropriate discipline up to, and including, termination from employment in response to a first occurrence of sufficiently egregious misconduct by an employee.
- (k) Before imposing Counseling or Corrective Discipline based solely on information from the Student Transportation Telecommunications System [STTS], the employee shall be given an opportunity to provide his/her immediate Supervisors with any information which the employee may wish to have considered before a decision on Counseling or Corrective Discipline is made.

In response to any such employee allegation that the information from the STTS is inaccurate, the District shall investigate the allegation and conduct appropriate internal testing in the presence of the employee and, if the employee is a member of IUPAT, an IUPAT Representative, to confirm that the internal testing was conducted. A form indicating that internal testing was conducted in the presence of the employee and an IUPAT Representative, if any, shall be signed by the employee, the IUPAT Representative, if any, and a representative of the District. [2010]

Section 5.12 – Safety Infraction Rule

Under this option, safety is used as a “key” factor. Definitions are used to clarify Minor vs. Major infractions. The time period will be any eighteen (18) month period of time. The point system for Safety Infractions is to be used for “At-Fault Incident/Accidents only.”

Driver Error

Traffic Ticket 5 points
Procedure Violation 5 points

Note:

A traffic ticket shall be considered a Procedure Violation and shall result only in 5 points. However, if there is a separate and distinct Procedure Violation in addition to the cause for the traffic ticket, an additional 5 points may be assessed.

Road Conditions

Divided Highway 5 points
Two-Way Paved 4 points
Dirt Road 3 points
Lime Rock/Clay 2 points
Compound (Paved/Unpaved) 1 point

Repair Cost

\$7,501 and above 5 points
\$5,001 - \$7,500 4 points
\$3,501 - \$5,000 3 points
\$1,001 - \$3,500 2 points
\$100 - \$1,000 1 point

Years Accident Free

less than 5 years -0 points
5 thru 9 years -2 points
10 thru 14 years -4 points
15 or more years -5 points

Suspension

20 - 25 points 3 days
11 - 19 points 2 days
1 - 10 points 1 day

Definitions

Minor Infraction – Such as, but not limited to, backing into objects, clipping objects, not using lights in fog, traveling with doors open, not turning on flashing lights at railroad crossings.

Major Infraction – Such as, but not limited to leaving scene of incident/accident without reporting to supervisor, any “at-fault” incident causing in excess of \$1000.00 damage, failure to use due care or proper safety procedures when operating any type of equipment/machinery (forklift, ditch witch, front-end loader, backhoe, aerial bucket truck, tractors, weed eaters, lawnmowers, etc.), not following proper railroad crossing procedures other than not turning on flashing lights at railroad crossing.

Incident – Property damage not involving police.

Accident – Property damage in excess of \$750.00 or personal injury or involvement of law enforcement agencies.

Failure to Use Due Care – such as, but not limited to, overloading equipment; failure to have equipment under control; operating in a reckless manner; using machinery in a manner other than the designed purpose; failure to use proper safety equipment such as, but not limited to,

hardhats, seatbelts, gloves for medical attention as well as maintenance work, eye protection, etc.

Section 5.13 – Work Week

- (a) The standard work week convenes at 12:01 a.m. of each Monday and ends at 12:00 a.m. (midnight) the following Sunday.
- (b) The standard number of work hours during any standard work week shall not exceed the number of hours in the regular daily work schedule times the number of work days in the week.

Section 5.14 – Overtime

- (a) Work beyond the standard forty (40) hour work week shall be compensated at the rate of 1½ times an employee's regular hourly rate of pay.
- (b) Employees shall work overtime when emergency conditions, as declared by the Superintendent, necessitate overtime work.
- (c) When possible, overtime work shall be offered and assigned on a rotating basis to employees with the same job classification at the same work location or administrative unit, including, but not limited to, delivery of buses or emergency disaster relief, done on a rotating basis starting with senior drivers that are not already working another assignment for the District. An emergency list shall be developed of employees who are willing to take on extra duties in an emergency situation. This will be done on a rotating basis.
- (d) Custodial, Food Service and Central Warehouse employees who work special banquets and/or meetings beyond the regular work day shall be compensated at the rate of 1½ times the employee's regular hourly rate of pay for the extra time required to work the special banquet and/or meeting.

Section 5.15 – Shifts

The minimum amount of time for each employee shift is two (2) hours, provided that there shall be no more than eight (8) hours clocked for compensation in an eight (8) hour period. Only the mid-day run is exempt from the 2-hour shift minimum requirement. Prior to the bid, all employees shall be given written notice (via the bid sheet) as to which runs are exempt from the 2-hour shift minimum.

Section 5.16 – Relief Period

Employees who work a full one-half (½) shift (four [4] consecutive hours) are allowed a 15-minute relief period during each full one-half (½) shift to be scheduled by the employee's immediate supervisor. The relief period is intended to be preceded and followed by a work period. Therefore, it may not be used to cover an employee's late arrival to work, or early departure, nor may it be regarded as accumulative if not taken.

Section 5.17 – Summer Employment

- (a) Food Service positions will be awarded based on seniority and shall be awarded in the following order: (1) employees with perfect attendance during both of the two (2) semesters in the preceding School Year in descending order of seniority; (2) employees with perfect attendance during one (1) of the two (2) semesters in the preceding School Year in descending order of seniority; (3) employees who did not work the preceding summer in descending order of seniority; and (4) any remaining employees in descending order of seniority.
- (b) Bus Drivers and Bus Aides will bid on posted summer school positions within the Transportation Zone to which they are assigned at the time of bidding and shall be awarded in the following order: (1) Bus Drivers with perfect attendance during both of the two (2) semesters in the preceding School Year in descending order of seniority; (2) Bus Drivers with perfect attendance during one (1) of the two (2) semesters in the preceding School Year in descending order of seniority; (3) Bus Drivers who did not work the preceding summer in descending order of seniority; and (4) any remaining Bus Drivers in descending order of seniority.

Section 5.18 – Assignment of Bus Routes

(a) Annual Award of Routes:

- (1) Employees must attend and complete orientation in order to bid on routes unless approved by the Department Head. For an excused absence, the District will provide a make-up orientation date prior to the Bid Day.
- (2) Prior to the start of each school year, a date will be scheduled for bidding on bus routes (i.e., a Bid Day will be selected). Written notice of the scheduling of a Bid Day will be provided to the Union no less than ten (10) calendar days in advance of the scheduled Bid Day.
- (3) The District's intent is to post bus routes no later than three (3) work days prior to a scheduled Bid Day. Bus routes will be posted by Transportation Zone, with a minimum of two (2) unassigned routes being posted in each Zone.
- (4) Bus Drivers/Bus Aides will bid on posted routes within a Transportation Zone. Routes will be awarded within a Zone based on the Bus Driver/Bus Aide seniority of those employees assigned to the Zone at the time of the Bid Day.
- (5) Bus Drivers/Bus Aides will be allowed to submit absentee bids, provided that any such bids are received no later than three (3) work days in advance of the Bid Day. If the first choice on an absentee bid is already awarded, the absentee bidder will be awarded the route with the next highest route time.

(b) Award of Adjusted Routes:

- (1) A route shall be posted for bid as an Adjusted Route if, in the District's sole discretion;
 - (I) a run or a school is added to a route;

- (II) a route is split because students are traveling an unreasonable period of time; or,
 - (III) a route is split because it cannot be adjusted to meet the required arrival or departure time for such route.
- (2) In the event of an Adjusted Route, the route shall be posted on the bulletin board of each Transportation Zone for five (5) work days and shall be removed from the bulletin board at 5:00 p.m. on the closing day of the posting. The posting shall include the Transportation Zone to which the route is assigned, a description of the route, the estimated time of the route, and the beginning and closing dates of the posting.
 - (3) Bus Drivers/Bus Aides wishing to be considered for an Adjusted Route shall complete and submit a bid form including the employee's name, classification (i.e., Bus Driver or Bus Aide), seniority, current Transportation Zone assignment, and signature.
 - (4) A Bus Driver/Bus Aide wishing to be considered for an Adjusted Route shall be required to evidence the receipt of his/her completed bid form(s) by the Zone(s) to which he/she is applying.
 - (5) The seniority to be used in awarding Adjusted Routes shall be the seniority in effect for an employee at the beginning of the school year. An employee hired after the beginning of the school year will be allowed to bid with the seniority he/she has earned up to the closing day of a posting.
 - (6) An Adjusted Route shall be awarded to the most senior Bus Driver/Bus Aide who bids within the Zone of the Adjusted Route. If there are no bids from within the Zone, the Adjusted Route shall be awarded to the most senior Bus Driver/Bus Aide who bids from another Zone.
 - (7) If a Bus Driver/Bus Aide is awarded more than one Adjusted Route, the employee will be assigned to the Adjusted Route with the highest estimated route time.
 - (8) The name of the successful bidder on an Adjusted Route shall be posted on the bulletin board of each Transportation Zone for five (5) work days.
- (c) Assignment of Un-awarded Routes

Posted routes for which no bids are received shall be offered in descending order of seniority to unassigned Bus Drivers/Bus Aides. If no unassigned Bus Driver/Bus Aide accepts the offer of the assignment, the assignment shall be assigned to, and must be accepted by, the least senior unassigned Bus Driver/Bus Aide.

Section 5.19 – Actual Time

Bus drivers will be paid for the actual time required to meet their obligations, unless a preventable error by the District causes a reduction in a Bus Driver's route time.

Section 5.20 – Special Trips

- (a) Bus Drivers who drive on special trips will be paid at their regular hourly rate of pay. If there are no volunteers to drive special trips, the Supervisor will assign the driver who will be required to drive the bus for the special trip.
- (b) A school may utilize an approved activity driver who has met all of the qualifications required by the District.
- (c) Assignment to special trips shall be within each Zone (except as provided in Paragraph (d) of this Section) in accordance with Operating Procedure #12 (Guidelines for Field/Special Trips) of the Operations Handbook distributed by the District's Transportation Division.
- (d) Hillcrest Elementary and Maplewood Elementary shall be removed from Zone 1, and considered to be a separate Zone (i.e., Zone A) only for purposes of assignment to special trips. Rules governing Zone A shall be posted along with the volunteer list for Zone A that shall be posted each School Year.
- (e) Any Bus Driver or Bus Aide who services the schools in Zone A (regardless of the Zone to which he/she may be assigned) may volunteer to drive Special Trips only in Zone A (in accordance with Operating Procedure # 12). An employee who volunteers for special trips in Zone A shall not be eligible for special trips in the Zone to which he/she is assigned.
- (f) Any Bus Driver or Bus Aide who works a Special Trip in Zone A shall be paid for those hours worked on the Special Trip that do not duplicate or coincide with any of the employee's regularly-scheduled hours on the day of the Special Trip.

Section 5.21 – Classification Description

Upon his/her request, an employee shall receive, at no cost to the employee, a copy of the classification description for the classification to which the employee is assigned.

Section 5.22 – Call Back Pay

Technical Services and Custodial Services employees who are called back to work after having completed their regular shift and having left their work location shall not receive less than two (2) hours pay.

Section 5.23 – Annual Physicals

All required annual physicals may include drug screening and reflex testing with the cost of the physicals to be borne by the District. All random drug testing will be paid by the District. If an employee fails to show up for testing once notified, or fails to complete the test in compliance with the testing site's procedures, it is classified as a positive drug test.

Section 5.24 – Notification of Suspension or Revocation of Driver's License

Drivers of District vehicles shall report the suspension or revocation of their driver's license to their Supervisor within twenty-four (24) hours or the start of the next work day, whichever is

sooner. Failure to do so will result in termination. All accidents involving District vehicles shall immediately be reported to an employee's Supervisor.

Section 5.241 – Notice of Arrests and Convictions

Employees shall notify their Administrator within seventy-two (72) hours of any criminal arrest or charge involving the abuse of a child or the sale and/or possession of a controlled substance and of any conviction involving the crimes listed in FS 435.04(2). The term "conviction" shall include: pleas of guilty, findings of guilt, convictions, withholdings of adjudication, commitments to pre-trial diversion programs, and pleas of nolo contendere.

Such notification shall not be considered an admission of guilt, nor shall such notice be admissible for any purpose in any civil, criminal, administrative, judicial, investigatory or adjudicatory proceeding.

Employees who are found to be in violation of this provision shall be subject to discipline up to, and including, termination for cause.

Section 5.25 – Required Training

- (a) Sixteen (16) hours of in-service training will be conducted for Transportation Department employees in two (2) sessions. There will be one eight (8) hour orientation/training and up to four (4) 2-hour training sessions.
- (b) There will be a minimum of two (2) meetings each year for employees in the Custodial Services, Food Services and Technical Services Departments. The purpose of these meetings is for training and information-sharing.

Section 5.26 – Uniforms

All employees are required to wear the standard departmental approved uniform.

Section 5.27 – Summer Work Schedule

The District must provide written notification to the Union of the District's intent to use a four (4) day, ten (10) hour work schedule during the summer and other designated weeks during the year as a cost saving method. This written notice shall be provided no less than thirty (30) calendar days in advance of the District's implementation of such a schedule.

Article 6 **Layoff and Recall**

Section 6.01 – Definitions

The following definitions shall apply for purposes of this Article only.

Recall – District recommendation to nominate for reappointment an employee who has not been reappointed solely because of a determination by the District to reduce staff.

Seniority – The length of continuous service within the school system including layoffs (up to one (1) calendar year) and approved leaves of absence.

Section 6.02 – Order of Layoff

- (a) In the event the District determines to reduce the number of positions filled by employees covered by this Agreement, layoff shall occur by (1) job classification and (2) seniority.
- (b) The regular full-time employee with the least seniority in each job classification shall be the first to be laid off.

Section 6.03 – Maintenance of Recall List

A recall list of those employees laid off pursuant to Section 6.02 shall be maintained by the District's Employment Services Division (ESD) for one calendar year from the date of layoff. After that date, the recall list and all right to recall, whether expressed or implied, shall be null and void.

Section 6.04 – Recall

Recall to a job classification identical to the job classification last held by the employee will result in an employee being removed from the recall list.

Section 6.05 – Employee Responsibilities

All employees on the recall list will be responsible for supplying the District's Employment Services Division with a correct telephone number and address where the employee may be reached at all times.

Section 6.06 – Failure to Respond to Recall

Formal notice of recall shall be sent by the District's ESD both by Registered and First Class United States Mail to a recalled employee's home address of record. If the recalled employee does not respond to the ESD within ten (10) calendar days of the date of the formal notice of recall, the employee shall be deemed to have waived his/her recall rights under this Article.

Section 6.07 – Order of Recall

Right to recall shall be by seniority in the last job classification held by the employee:

Section 6.08 – Application to Employees on Probationary Status

Recall to a job classification other than the job classification last held by the employee shall be subject to the conditions of probationary employment as provided in Sections 5.03 and 5.04 of this Agreement.

Section 6.09 – Continuity of Service

Time on layoff shall constitute continuity of service for the purpose of layoff and recall only.

Section 6.10 – Effect of Layoff

Time on layoff shall not be used to compute service time for pay purposes. Employees returning from layoff shall be placed on the wage schedule (Addendum B) and step they were on at the time of layoff.

Section 6.11 – Applicability to Employees on Probationary Status

Employees on probationary status shall not be eligible for the provisions of this Article.

Article 7 **Leaves of Absence**

Section 7.01 – Leaves of Absence

- (a) A leave of absence is permission granted by the District for an employee to be absent from his/her duties for a specified period of time.
- (b) All leaves of absence shall be without pay unless otherwise provided in this Article.
- (c) All leaves of absence shall be requested and duly granted in accordance with this Article.
- (d) Employees must exhaust all forms of paid leave to which they may be entitled before receiving uncompensated leave; provided however, during mandatory, system-wide shutdown at Spring Break, an employee may use uncompensated leave.
- (e) Absence without leave shall result in forfeiture of compensation for the time of such absence, and may subject an employee to appropriate discipline up to, and including, termination from employment.
- (f) Leave of absence granted on the request of an employee shall be for the particular purpose stated in the employee's request for leave. The District shall have the right to determine that leave is used for the purpose stated in the employee's request for leave. If not being used for the stated purpose, the District shall revoke the leave.

Section 7.02 – Sick Leave

- (a) An employee who is unable to perform his or her duty in his/her position because of illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child, other close relative or member of his or her own household, and consequently has to be absent from his or her work, shall be granted Sick Leave by the appropriate Administrator.
- (b) Each member of the bargaining unit employed on a full-time basis shall be entitled to four (4) days of Sick Leave at the end of the first month of employment each school year and shall earn one (1) day at the end of each month thereafter. However, no employee may earn, during a fiscal year, more than a total of one (1) day of Sick Leave for each month of employment. There is no limit placed on the number of days of Sick Leave an employee may accrue.

- (c) An employee shall receive full compensation for the time justifiably absent on Sick Leave as prescribed above in (a) of this Section, provided the employee has sufficient accrued Sick Leave.
- (d) Any employee who finds it necessary to be absent from his or her position because of illness shall notify his or her immediate Supervisor before the beginning of the work day on the day on which he or she must be absent, except for emergency reasons recognized by the District as valid.
- (e) Charges to Sick Leave shall be documented following the District prescribed process and submitted to the employee's Supervisor in a timely manner. The District may require the employee to provide a physician's certification or other supporting evidence when there is any question as to the misuse of Sick Leave.
- (f) After three (3) consecutive days or four (4) days within a thirty (30) calendar day period, the District may require a certificate from a licensed physician or from the county health officer.

Section 7.021 – Sick Leave Bank

Per Sick Leave guidelines a Sick Leave Bank shall be established to assist in off-setting the effects of verified life threatening illness or injury which may afflict an employee who is a member of the Bank.

Section 7.025 – Sick Leave Donation

- (a) Employees may donate accrued Sick Leave to a spouse, child, parent or sibling who is also an employee of the District, provided that the recipient has depleted all his/her Sick Leave, excluding the Sick Leave Bank.
- (b) A district employee may authorize another non-family member employee to use sick leave that has accrued to the authorizing employee.
 - (1) Each such authorization shall be on a form provided by the Superintendent or designee, and shall indicate the authorizing employee, recipient, and number of days authorized for use. This provision shall not apply to paid leave available in accordance with any sick leave pool established by collective bargaining agreement, nor to any other form of leave.
 - (2) In order to participate in this program, the minimum number of days needed by the recipient will be ten (10).
 - (3) The recipient shall provide documentation, by the treating physician, of the illness, accident, or injury for which the leave is authorized under Section 1012.61(1), Florida Statutes. The physician's statement must also specify the number of days before the leave recipient would be expected to return to duty.
 - (4) The recipient must have exhausted all of his or her accumulated sick leave to be eligible to use sick leave accrued by the donor.

- (5) Donated sick leave will be used in the order in which it was donated. Any donated sick leave that remains unused after the recipient either returns to duty or is terminated from employment will be returned to the donor(s) from whom it came.
- (6) An authorizing employee under this paragraph shall retain at least ten (10) days of sick leave when donating sick leave to another employee.
- (7) The maximum number of days that may be received under this program will be equal to the number of workdays remaining in the recipient's contract year.
- (8) Subject to a renewed physician's statement, up to one additional contract year may be received through donation.
- (9) Donations must be made in full donor workday increments. Said donations will be converted to hours and allocated to the recipient on that basis, thus accounting for disparate workday lengths.

Section 7.03 – Personal Leave Chargeable to Sick Leave (Compensated)

The District shall permit six (6) days of absence, chargeable to cumulative Sick Leave each year for personal reasons, provided that: (1) the employee applies for such leave at least three (3) work days in advance, except in cases involving the death of a close friend, at which time the Supervisor may waive advance notice; (2) no more than 5% or two (2), whichever is greater, of the employees at any one work location shall be absent on any one given day for this type of leave; and (3) approval of the immediate Supervisor has been secured. Further, it shall be the responsibility of the employee to note on the leave request that it is the employee's wish that the personal leave request be chargeable to his/her cumulative sick leave.

Section 7.04 – Uncompensated Leave

Personal Leave without pay is available to an employee provided that:

- (a) Employees must exhaust all forms of paid leave to which they may be entitled before receiving uncompensated leave under this Section; provided however, during mandatory, system-wide shutdown at Spring Break, an employee may use uncompensated leave.
- (b) Employees with a District disability plan may enter an uncompensated state without using all forms of leave while disability compensation is being received.
- (c) The immediate Supervisor's permission has been secured in advance;
- (d) A valid written reason has been given to the employee's immediate Supervisor;
- (e) The employee's absence will not cause undue hardship or interruption of vital school services; and
- (f) The request for leave is for the remainder of the present regular school term or less.

Section 7.05 – Family and Medical Leave

- (a) In compliance with the Family and Medical Leave Act (FMLA) of 1993, a full-time employee who has completed one (1) full year of service with the District shall be entitled to up to a maximum of 12 weeks of unpaid leave per 12-month period for the following reasons:
 - (1) The birth of the employee’s child;
 - (2) The placement of a child with the employee for adoption or foster care;
 - (3) To care for the employee’s spouse, child or parent who has a serious health condition; and
 - (4) A serious health condition rendering the employee unable to perform his/her job.
 - (5) Any qualifying exigency that arises because the spouse, son, daughter or parent of an employee is a service member serving with the Armed Forces; a veteran of the Armed Forces, National Guard or Reserves; or on active duty or has been notified of an impending call or order to active duty as a member of the National Guard or Reserve or a retired member of the Regular Armed Forces or Reserve in support of a contingency operation.
- (b) An eligible employee who is the spouse, son, daughter or next of kin of a covered service member is entitled to a total of twenty-six (26) weeks of leave during a 12- month period to care for the service member.
- (c) If possible, employees shall provide at least thirty (30) days advance notice of their intent to use leave under this Section. If requested, the employee shall provide appropriate documentation of the need for leave under FMLA within fifteen days of receiving the leave request form from the District or their leave may be denied.
- (d) If leave under FMLA is being requested for a situation in which Sick Leave under Section 8.02 would be appropriate, and the employee has a sick leave balance of more than ten days, s/he will initially be placed in a paid leave status. However, an employee may elect to retain up to ten days of Sick Leave when on a Board-approved leave of absence so long as the employee notifies payroll in advance of the days being paid out as sick leave.
- (e) While on unpaid leave under this section, the Board will continue to make premium contributions for the employee’s group health and life insurance as well as any other voluntary products they currently purchase. An employee must arrange with the District’s Risk Management Division for the timely payment of the employee’s premium contributions, if any, for such insurance, as well as the full cost of any dependents’ coverage the employee wishes to continue. If the employee does not make required payments as specified by the District, the insurance policy will lapse.
- (f) Upon returning from leave under this Section, an employee shall maintain his/her seniority and accrued leave, and will be restored to the same classification.

Section 7.055 – Medical Leave

- (a) Employees who have completed 90 workdays of employment with the District and who are unable to work due to a non-job-related injury or illness may request Medical Leave through the end of the current school year by submitting an FMLA request and physician documentation. Approval of such requests will be based upon Board Policy, the Americans with Disability Act, and Family Medical Leave Act requirements.
- (b) Unless prohibited from doing so due to unforeseen, emergency circumstances acceptable to the District, Medical Leave may be requested and approved for the following/subsequent school year upon submission of an updated FMLA request and physician documentation by June 30th of each year.
- (c) At the outset of any unpaid leave under this Section, employees may continue their group health and life insurance (as provided in Section 8.02 of this Agreement) by arranging with the District's Risk Management Division for the timely payment of the full cost (i.e., both the District's and the employee's cost) of such insurance, as well as the full cost of any dependents' coverage the employee wishes to continue.
- (d) If Medical Leave is being requested for a situation in which Sick Leave would be appropriate, and the employee has a sick leave balance of more than ten days, she/he will initially be placed in a paid leave status. However, an employee may elect to retain up to ten days of Sick Leave when on a Board-approved leave of absence so long as the employee notifies payroll in advance of the days being paid out as sick leave.
- (e) Upon returning from leave under this Section, an employee shall maintain his/her seniority and accrued leave, and will be restored to the same classification.

Section 7.06 – Personal-Parental Leave

- (a) Employees may be granted Personal-Parental Leave following the birth or adoption of a child by submitting an FMLA leave form along with documentation, if requested, of the birth or adoption.
- (b) Such leave shall be for the remainder of the school year (unless a lesser period of time is mutually agreed by the employee and the appropriate Administrator), but may not exceed one (1) year in duration. If the employee is eligible for FMLA and the employee's contract year ends prior to the end of the twelve weeks of FMLA leave, the employee may extend FMLA leave into the subsequent year up to the number of weeks remaining under FMLA.
- (c) Employees on Personal-Parental Leave must submit a new FMLA leave form by June 30th if they intend to remain on Personal-Parental Leave into the next fiscal year. An employee being on leave for part or all of two consecutive school years must return to work for a full year before being awarded another leave of absence, unless the employee is eligible for Military, FMLA or Charter leave in the third year.
- (d) At the outset of any unpaid leave under this section, employees may continue their group health and life insurance (as provided in Section 10.02 of this agreement) by arranging with the District's Risk Management Division for the timely payment of the full cost (i.e.,

both the District's and the employee's cost) of such insurance, as well as the full cost of any dependents' coverage the employee wishes to continue.

- (e) If Personal-Parental Leave is being requested, and the employee has a sick leave balance of more than ten days, s/he will initially be placed in a paid leave status utilizing sick leave. However, an employee may elect to retain up to ten days of Sick Leave when on a board-approved leave of absence so long as the employee notifies payroll in advance of the days being paid out as sick leave.
- (f) Upon returning from leave under this section, an employee shall maintain his/her seniority and accrued leave, and will be restored to the same classification.

Section 7.07 – Military Leave for Reserve Duty

Employees who present official orders requiring attendance for training or other inactive duty in either the Armed Forces of the United States or in the Florida National Guard shall be entitled to Military Leave with no loss of pay for up to a maximum of 240 working hours per Fiscal Year.

Section 7.08 – Military Leave for Active Duty

- (a) As required by law, full-time employees called to military duty (in either the Armed Forces of the United States or in the Florida National Guard) shall be paid their current wage for work days that would have occurred during the first thirty (30) calendar days of their activation. Thereafter, employees shall have their total gross military pay supplemented up to the wage they were earning at the time of activation.
- (b) At the outset of any leave under this Section, employees may continue their group health and life insurance (as provided in Section 8.02 of this Agreement) by arranging with the District's Risk Management Division for the timely payment of the employee's cost (if any) of such insurance, as well as the full cost of any dependents coverage the employee wishes to continue.
- (c) Upon returning from leave under this Section, an employee shall maintain his/her seniority and accrued leave, and will be restored to the same classification in a position for which the employee is qualified.
- (d) Upon returning from active military duty, an employee shall be placed at that step on the wage schedule to which he/she would have risen had the employee not been called to active military duty.

Section 7.09 – Jury Duty

When it becomes necessary for an employee to serve on Jury Duty or is subpoenaed for in-line-of-duty reasons, he/she shall notify his/her Supervisor. The employee shall submit a leave request to his/her immediate Supervisor with a copy of the notice to serve on Jury Duty or subpoena for in-line-of-duty reasons attached thereto. The employee will receive full wages while serving on Jury Duty or subpoenaed for in-line-of-duty reasons.

Section 7.10 – Vacation Leave

- (a) Vacation accrual for twelve (12) month employees shall be consistent with *Florida Statutes* and State Board of Education Regulations.
- (b) Vacation time shall be scheduled and individual assignments made solely by the appropriate Administrator. To the extent possible, individual assignments at each work location shall be based on the first choice of those employees with the greatest seniority in classification at that work location.
- (c) Employees must request approval for vacation leave, following the current District process, a minimum of five (5) Working Days in advance of requested leave. However, management may waive this notice based on emergency circumstances.

Section 7.11 – Bereavement Leave

- (a) Employees unable to work because of the death of a spouse, child, parent, sibling, other close relative, or member of the employee’s household, may request Bereavement Leave.
- (b) At the employee’s discretion, they shall be granted either:
 - (1) Paid Leave, and shall be paid for any hours for which they use accrued Leave. [Leave will be charged in quarter-hour increments for the amount of time absent from work], or
 - (2) Up to five (5) days of Unpaid Leave
- (c) Upon request of the supervisor, the employee will provide documentation of the death for which he/she is requesting Bereavement Leave.

Section 7.12 – Return from Leave of Absence

Employees shall be entitled to return to work at the expiration of any approved leave in the same job classification and work location held prior to the leave being granted. Employees may return to work before the expiration of approved leave with the approval of the District. A full medical release will be required for any employee returning from a medical leave of absence.

Article 8
Benefits

Section 8.01 – Representation on Insurance Committee

Employees shall be represented on the Insurance Committee by two (2) representatives and one (1) alternate selected by the Union. The Insurance Committee will present its bid considerations and plan modification recommendations to the Superintendent for review.

Section 8.02 – Insurance

- (a) Group Health Insurance

- (1) The District shall provide employees with group health insurance. This insurance shall be provided at no cost to employees.
- (2) The no-cost plan provided by the District must provide at least those benefits provided by the Plan 1 provided in the 2012-13 year as modified by Alternative #1, in terms of cost to the employee, deductibles, limits, maximums and coverages. (Plan is at Addendum C)
- (3) The District shall offer employees the opportunity to purchase dependent coverage under the health care plan provided in (a) (1) of this Section, provided the employee pays the cost of dependent coverage through payroll deduction.

(b) Life Insurance

- (1) The District shall provide each employee with term life insurance in the amount of one and one-half (1.5) times the employee's wage (but no less than \$20,000.00) which shall be paid to the employee's designated beneficiary. This insurance shall include Accidental Death and Dismemberment (AD&D) coverage and a Waiver of Premium provision.
- (2) The District shall offer employees the opportunity to purchase additional term life insurance at the applicable rate, provided the employee pays the cost of any such additional coverage through payroll deduction. This insurance shall include Accidental Death and Dismemberment (AD&D) coverage and a Waiver of Premium provision.

(c) Long-/Short Term Disability Coverage

The District shall offer employees the opportunity to purchase long-term disability coverage, provided the employee pays the cost of any such coverage through payroll deduction. The offer of such coverage further depends on a minimum of ten percent (10%) of the District's employees electing such coverage and on finding a private insurance company willing to offer the coverage.

(d) Vision Coverage

The District shall offer employees the opportunity to purchase vision coverage, provided the employee pays the cost of any such coverage through payroll deduction. The offer of such coverage further depends on a minimum of ten percent (10%) of the District's employees electing such coverage and on finding a private insurance company willing to offer the coverage.

(e) Dental Coverage

The District shall offer employees the opportunity to purchase dental coverage for themselves and their eligible dependents, provided the employee pays the cost of any such coverage through payroll deduction. The offer of such coverage further depends on a minimum of ten percent (10%) of the District's employees electing such coverage and on finding a private insurance company willing to offer the coverage.

Section 8.03 – Retirement

Employees shall be covered by applicable provisions of the Florida Retirement System as provided in FS 121.021(29).

Section 8.04 – Terminal Pay

- (a) Upon separation from District employment, employees shall be eligible for Terminal Pay as provided in this Section. However, employees who are discharged for cause shall not be eligible for Terminal Pay.
- (b) Terminal Pay shall be calculated on an employee's rate of pay at the time of separation.
- (c) Non-administrative personnel of this School Board, after ten (10) years of full-time employment in a sick leave earning position with the District, based on hire date anniversary, shall be eligible to receive terminal pay at normal retirement or resignation, at the daily basic rate of pay at that time, multiplied by one-half the accrued and valid sick leave days earned with the District, and credited to the employee at the time of retirement/resignation. The remaining fifty percent (50%) of Sick Leave hours shall be forfeited for all purposes.
- (d) During and after thirteen (13) years of full-time employment in a sick leave earning position with the District, based on hire date anniversary, personnel shall be eligible to receive terminal pay at normal retirement or resignation, at the daily basic rate of pay at that time, multiplied by all the accrued and valid sick leave days earned with the District, and credited to the employee.
- (e) An employee who elects to retire/resign, and is eligible for terminal sick leave pay out, will automatically be paid for their sick leave within sixty (60) days of their retirement/resignation date. If an employee who is retiring/resigning is eligible for terminal sick leave pay, but does not wish to be paid out for the eligible sick leave, the employee must contact the Payroll Department in writing within thirty (30) days as to whether the leave should be transferred to another public Florida school district, or with the reason they wish for it to remain with the District. Sick leave hours left with the District will not be paid out after sixty (60) days, unless the employee returns to full-time employment. If an employee is paid terminal benefits and returns to employment at a later date with the District, all prior years of experience shall be invalid for terminal pay purposes.
- (f) Upon entering the Deferred Retirement Option Program (DROP) of the Florida Retirement System, the employee shall elect to have a portion of his/her Terminal Pay sheltered in specific percentage annual installments or to have his/her entire Terminal Pay sheltered upon exiting DROP up to the maximum allowed by the U.S. Internal Revenue Service.
- (g) A staff member that has at least one (1) year of full-time employment in a vacation earning position, based on hire date anniversary, may be entitled to a terminal pay for his/her accrued vacation leave upon termination of employment, or transfer to less than a twelve (12) month position within the District. Vacation terminal pay is paid at the daily basic rate of pay at the time of termination, transfer, retirement, or death, multiplied by all the accrued and valid vacation leave days earned.

- (h) All terminal pay that exceeds \$1,000.00, sick leave and/or vacation, shall be disbursed through a District-provided special pay plan that permits public-sector employers to pay special forms of compensation in a tax advantaged manner. Terminal pay less than \$1,000.00 or any amount that exceeds the IRS sheltering limits, will be paid by direct deposit/check, and subject to the appropriate payroll taxes as required by Internal Revenue Code.
- (i) The Terminal Pay, if any, of an employee separated from service as a result of death shall be disbursed through the District provided plan referenced in (h) of this Section.

Section 8.05 – Paid Holidays

- (a) The District recognizes six (6) paid holidays: New Year’s Day, Independence Day/July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- (b) The District recognizes one (1) additional paid holiday only for twelve (12)-month employees: Memorial Day.

Section 8.06 – Discount for Extended Day Childcare

- (a) Employees with residential custody (as defined in School Board Policy 5.20) of children in extended day childcare provided by the District shall be entitled to a discount of fifty percent (50%) in the approved fees for such childcare.
- (b) In the event the District, in its sole discretion, provides extended day childcare through a third party vendor, the discount provided in this Section shall not apply.

Section 8.07 – Primary Work Hours

After ten (10) working days of the start of each school year, a Bus Driver/Bus Aide will submit an accurate updated pay schedule if the following occurs:

A route has increased or decreased in time from original bid time by fifteen (15) minutes or more.

This time will establish a Bus Driver’s/Bus Aide’s Primary Hours, which will be used only to determine annual compensated leave and holiday pay. This Primary Hours will remain in effect for the remainder of the school year unless the route time increases or decreases again by more than fifteen (15) minutes or the Bus Driver/Bus Aide bids into another route.

Article 9
Compensation

Section 9.01 – Work Schedules

- (a) Employees covered by this Agreement shall be scheduled to work forty (40) hours per work week and twelve (12) months per Fiscal Year, except as provided in (b) and (c) of this Section.

- (b) Bus Drivers and Bus Aides shall be scheduled to work 187 days per Fiscal Year with varying hours. Effective July 1, 2017, bus drivers shall be guaranteed a minimum of six (6) hours per day during the normal school year. Effective, July 1, 2018, Bus Aides shall be guaranteed a minimum of six (6) hours per day during the normal school year. An employee may waive this minimum on an annual basis. (Summer School hours are covered in Section 5.17).
- (c) Beginning in 2016-17 fiscal year, Food Service Workers shall be scheduled to work 189 days per Fiscal Year with varying hours.
- (d) In the event the Board desires to change the number of school days it will have the right to reopen that Article and demand bargaining. However, the parties recognize that school days/work days is a mandatory subject of bargaining, and the District agrees that it will not implement any proposed changes to school days/work days until the District has complied with its bargaining obligations to the extent required by law.

Section 9.02 – Wage Schedule

The Pay Grade for each classification covered by this Agreement and the current school year Wage Schedule and Step Increases for such classifications are provided in Addendum B of this Agreement.

Section 9.03 – Placement on the Wage Schedule

- (a) New employees shall be placed on Step A of the IUPAT Wage Schedule (Addendum B).
- (b) Any future wage adjustments shall be subject to reopener set forth in Section 10.02.

Section 9.04 – Incentive Supplements

- (a) Bus Drivers operating an 83/89-passenger bus shall be paid a supplement of \$0.40 per hour. When operating any other size bus, such Bus Drivers shall revert to their un-supplemented wage rate.
- (b) Supplements provided in the following Sections are to be paid annually, and shall be based on an employee's possession of a verifiable, current certification for the entire year in which the supplement is paid.
- (c) Supplements provided in the following Sections are to be paid at the end of the District's fiscal year to any eligible employee who has been employed by the District, and who has held the required certification, for the entire fiscal year.
- (d) In no event shall a supplement provided in the following Sections be paid to an employee who has earned the specified certification at the District's expense.
- (e) Custodians who hold certification as a Certified Custodian shall be paid an annual supplement of \$75.00; or as a Master Certified Custodian shall be paid a supplement of \$100.00.

- (f) Food Service Workers who hold certification as a Certified Food Service Worker shall be paid a supplement of \$75.00.
- (g) Employees in the Technical Services Division who hold a Commercial Driver's License [CDL] that is not required by their classification, who are in the District's random selection pool for alcohol and drug testing, and who agree to use their CDL as required by the District shall be paid a supplement of \$75.00.

When an employee leaves the pool, he/she shall be replaced by the most senior employee in the departing employee's trade who holds a CDL that is not required by his/her classification, who agrees to be placed in the random selection pool for alcohol and drug testing, and who agrees to use his/her CDL as required by the District.

- (h) Locksmiths who hold certification as a Certified Registered Locksmith (CRL) shall be paid a supplement of \$50.00; or as a Certified Professional Locksmith (CPL) shall be paid a supplement of \$75.00; or as a Certified Master Locksmith (CML) shall be paid a supplement of \$100.00.
- (i) Welders who hold a D1.1-Structural Certification shall be paid a supplement of \$75.00; or an ASME IX Boiler & Pressure Vessel Certification shall be paid a supplement of \$100.00.
- (j) Playground Technicians and Playground Technician Helpers who hold a National Playground Equipment Certification shall be paid a supplement of \$100.00.
- (k) Employees in the Technical Services Division who hold a Journeyman License in their respective trade shall be paid a supplement of \$100.00; or a Master License in their respective trade shall be paid a supplement of \$100.00; or a Contractor License in their respective trade shall be paid a supplement of \$100.00.
- (l) Lead Diesel/Gas Mechanics shall be paid a supplement of \$500.00.

Section 9.05 – Perfect Attendance

- (a) All bargaining unit members who do not use any Sick or Personal Leave and who have not been placed in a "Without Pay" status for the entire first semester of a School Year shall receive a bonus of \$250.00 upon the conclusion of the first semester. The first semester begins with the first date of the work calendar.
- (b) All bargaining unit members who do not use any Sick or Personal Leave and who have not been placed in a "Without Pay" status for the entire second semester of a School Year shall receive a bonus of \$250.00 upon the conclusion of the School Year.

Section 9.06 – Uniform Allowance

Each employee required to wear a uniform will be paid a \$5.00 per week clothing allowance.

Section 9.07 – Tool Allowance

The following employees, who are required to provide their own tools, will be paid a \$350 tool allowance at the end of the school year if employed on or before July 1 and employment

continues through June 30 of that year: Automotive A/C Mechanic, Carpenter, Carpenter Helper, Concrete Technician, Diesel/Gas Mechanic, Electrician, Electrician Helper, Electrician/Generator Technician, Electronic Technician, Electronic Technician Helper, Energy/EMS Technician, Environmental Mechanic, Field Service Technician, Gas Equipment Mechanic, Grounds Equipment Mechanic, Hardware Specialist, Heavy Equipment Operator, HVAC Filter Mechanic, HVAC Helper, HVAC Mechanic, HVAC School Plant Technician, Lead Diesel/Gas Mechanic, Lead Environmental Technician, Locksmith, Mechanic Helper, Minor Maintenance/Repairman, Paint & Body Technician, Pest Control Technician, Playground Technician, Playground Technician Helper, Plumber, Plumber Helper, Refrigeration Mechanic, Roofer, Sheet Metal Mechanic, Technician Specialist, Telephone Technician, Tire Technician, Tire Technician Helper, Trades & Service Maintenance, Transportation Helper, Transportation Parts Mechanic, Vehicle Upholsterer, Wastewater Distribution Technician, Wastewater Distribution Technician Helper, Welder and Wiring Technician.

Article 10 **Duration of Agreement**

Section 10.01 – Duration

This Agreement shall be effective as of July 1, 2022, and shall continue in full force and effect through June 30, 2025.

Section 10.02 – Reopeners

The Union and the District agree to reopen collective bargaining on the following items for effect on July 1, 2024:

- (1) Wages;
- (2) Compensable fringe benefits (i.e., insurance and paid holidays);
- (3) Enactments of the Florida State Legislature impacting employees' wages, hours or terms and conditions of employment; and
- (4) One (1) Agreement Section of the Union's choice and one (1) Agreement Section of the District's choice.

Section 10.03 – Savings Clause

In the event any provision of this Agreement is found to be contrary to applicable law or regulation by a court of competent jurisdiction, such provision shall be deemed invalid only to the extent determined by said court. All other provisions of this Agreement shall remain in full force and effect.

Section 10.04 – Changes to Agreement

This Agreement shall be subject to change, amendment or supplement at any time by the mutual consent of the Union and the District. Any such changes, amendments or supplements shall be

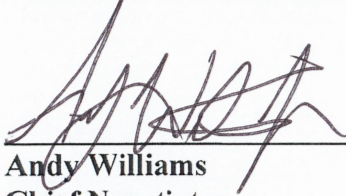
reduced to writing and submitted to the Union and the Board for ratification. Upon ratification, the changes, amendments, or supplements shall become effective.

Section 10.05 – Retroactivity

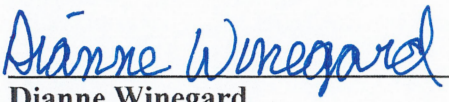
Employees who have separated from employment with the District prior to the date of School Board approval of a new/revised collective bargaining agreement shall forfeit any retroactive pay or other benefit provided in such new/revised collective bargaining agreement.

IN WITNESS WHEREOF, the Union and the District have caused their names to be subscribed hereto by their duly authorized officers or representatives this 9 day of August 2023.

**For the
The International Union of Painters
And Allied Trades (IUPAT)**

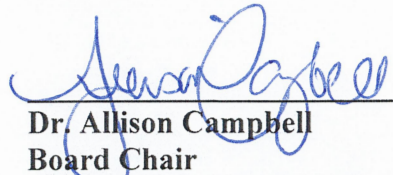


**Andy Williams
Chief Negotiator
IUPAT**

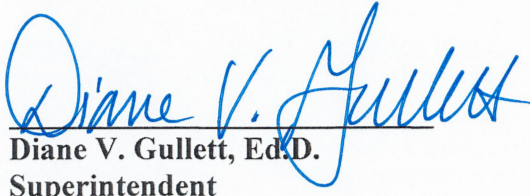


**Dianne Winegard
President
IUPAT**

**For the
Marion County Public Schools
(the District):**



**Dr. Allison Campbell
Board Chair
Marion County School Board**



**Diane V. Gullett, Ed.D.
Superintendent
Marion County Public Schools**

**Collective Bargaining Agreement
between
Florida District Council #78 / Local 1010
of the
International Union of Painters and Allied Trades
and the
School Board of Marion County
2023-2024**

Addendum A - Classifications

Automotive AC Mechanic	Master Control Technician
Bus Aide	Mechanic Helper
Bus Driver	Mechanic Parts Technician
Carpenter	Minor Maintenance/Repairman
Carpenter Helper	Paint and Body Technician
Computer Technician	Painter
Concrete Technician	Painter Helper
Construction Technician	Pest Control Technician
Custodian	Photo Journalist/Video Editor Tech
Diesel/Gas Mechanic	Playground Technician
Driver Trainer	Playground Technician Helper
Electrician	Plumber
Electrician Helper	Plumber Helper
Electrician/Generator Technician	Printing Technician
Electronics Technician	Production Repair Technician
Electronics Technician Helper	Publications/E-Rate Technician
Energy/EMS Technician	Refrigeration Mechanic
Environmental Mechanic	Roofer
Field Service Technician	Sheet Metal Mechanic
Food Service Worker	Shop Porter
Gas Equipment Mechanic	Trades and Services Maintenance
Grounds Equipment Mechanic	Technician Hazardous Waste
Groundskeeper	Technician Specialist
Grounds Spray Technician	Telephone Technician
Hardware Specialist	Tire Technician
Head Custodian I	Tire Technician Helper
Heavy Equipment Operator	Transportation Helper
HVAC Filter Mechanic	Transportation Parts Mechanic
HVAC Helper	Vehicle Upholsterer
HVAC Mechanic	Warehouse Helper/Courier Driver
HVAC School Plant Technician	Wastewater Distribution Technician
Lead Construction Technician	Wastewater Distribution Technician Helper
Lead Diesel/Gas Mechanic	Web Technician
Lead Environmental Technician	Welder
Locksmith	Wiring Technician
Maintenance Parts Helper	

Addendum B
MARION COUNTY PUBLIC SCHOOLS
2023-2024

IUPAT WAGE SCHEDULE (Effective 07/01/2023)

PAY GRADE	STEP A 0 - 3 YRS	STEP B 4 - 6 YRS	STEP C 7 - 9 YRS	STEP D 10 - 12 YRS	STEP E 13 - 15 YRS	STEP F 16 - 18 YRS	STEP G 19 - 21 YRS	STEP H 22 - 24 YRS	STEP I 25 - 27 YRS	STEP J 28 - 30 YRS	STEP K 31 + YRS
P1	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
P2	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
P3	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
P4	\$16.10	\$16.55	\$17.00	\$17.45	\$17.90	\$18.35	\$18.80	\$19.25	\$19.70	\$20.15	\$20.60
P5	\$17.10	\$17.55	\$18.00	\$18.45	\$18.90	\$19.35	\$19.80	\$20.25	\$20.70	\$21.15	\$21.60
P6	\$18.10	\$18.55	\$19.00	\$19.45	\$19.90	\$20.35	\$20.80	\$21.25	\$21.70	\$22.15	\$22.60
P7	\$19.10	\$19.55	\$20.00	\$20.45	\$20.90	\$21.35	\$21.80	\$22.25	\$22.70	\$23.15	\$23.60
P8	\$20.10	\$20.55	\$21.00	\$21.45	\$21.90	\$22.35	\$22.80	\$23.25	\$23.70	\$24.15	\$24.60
P9	\$21.10	\$21.55	\$22.00	\$22.45	\$22.90	\$23.35	\$23.80	\$24.25	\$24.70	\$25.15	\$25.60
P10	\$22.10	\$22.55	\$23.00	\$23.45	\$23.90	\$24.35	\$24.80	\$25.25	\$25.70	\$26.15	\$26.60

(Years above reflect credited years of experience in the bargaining unit)

POSITION	PAY GRADE	POSITION	PAY GRADE
Automotive A/C Mechanic	P10	Master Control Technician	P8
Bus Aide	P4	Mechanic Helper	P5
Bus Driver	P7	Mechanic Parts Technician	P10
Carpenter	P8	Minor Maintenance/Repairman	P6
Carpenter Helper	P4	Paint and Body Technician	P9
Computer Technician	P9	Painter	P8
Concrete Technician	P8	Painter Helper	P4
Construction Technician	P9	Pest Control Technician	P9
Custodian	P4	Photo Journalist/Video Editor	P8
Diesel/Gas Mechanic	P9	Playground Technician	P9
Driver Trainer	P9	Playground Technician Helper	P5
Electrician	P10	Plumber	P10
Electrician Helper	P5	Plumber Helper	P5
Electrician/Generator Tech	P10	Printing Technician	P9
Electronics Technician	P9	Production Repair Technician	P8
Electronics Technician Helper	P5	Publications/E-Rate Technician	P8
Energy/EMS Technician	P10	Refrigeration Mechanic	P10
Environmental Mechanic	P8	Roofer	P8
Field Service Technician	P9	Sheet Metal Mechanic	P9
Food Service Worker	P4	Shop Porter	P1
Gas Equipment Mechanic	P10	Trades and Services Maintenance	P5
Grounds Equipment Mechanic	P9	Technician Hazardous Waste	P8
Grounds Spray Technician	P7	Technician Specialist	P9
Groundskeeper	P5	Telephone Technician	P9
Hardware Specialist	P9	Tire Technician	P8
Head Custodian I	P6	Tire Technician Helper	P5
Heavy Equipment Operator	P9	Transportation Helper	P5
HVAC Filter Mechanic	P8	Transportation Parts Mechanic	P8
HVAC Helper	P5	Vehicle Upholsterer	P8
HVAC Mechanic	P10	Warehouse Helper/Courier Driver	P6
HVAC School Plant Technician	P10	Wastewater Distribution Technician	P10
Lead Construction Technician	P10	Wastewater Distribution Technician Helper	P5
Lead Diesel/Gas Mechanic	P10	Web Technician	P6

Lead Environmental Technician	P10	Welder	P9
Locksmith	P9	Wiring Technician	P9
Maintenance Parts Helper	P5		

Addendum C – Health Plan

See next four (4) pages.

2023 Health Plan Overview Active Employees

Blue Options	Basic Plan 1	Basic Plan 2 Health Savings Account (HSA) Compatible	Mid-Plan 3	High Plan 4
Employee Deductions (Per Paycheck)				
Single Coverage	\$0.00	\$19.18	\$54.43	\$127.96
Family Coverage	\$300.86	\$266.09	\$484.67	\$671.65
Family (Spouse also employed full time at MCSPS)	\$122.20	\$87.13	\$260.42	\$447.41
Plan Features – Amount Member Pays				
Calendar Year Deductible (CYD) Per Person / Family Aggregate		Single Deductible \$1,500 \$2,500	Family Deductible \$3,000 \$5,000	
<ul style="list-style-type: none"> In-Network Out-of-Network 	\$2,500 / \$5,000 Combined w/In-Network		\$1,500 / \$4,500 Combined w/In-Network	\$500 / \$1,000 Combined w/In-Network
Coinsurance % of covered services paid by you after CYD		20% / 25% (Option 2 hospitals) 40%	20% 40%	20% 40%
<ul style="list-style-type: none"> In-Network Out-of-Network 	20% 40%			
Out of Pocket Maximum Per Person / Family Aggregate	Includes CYD, Coinsurance, Copays and Rx	Includes CYD, Coinsurance, Copays and Rx	Includes CYD, Coinsurance, Copays and Rx	Includes CYD, Coinsurance, Copays and Rx
<ul style="list-style-type: none"> In-Network Out-of-Network 	\$6,350 / \$12,700 \$7,350 / \$13,700	\$5,000 \$10,000	\$3,000 / \$6,000 \$5,000 / \$10,000	\$2,500 / \$5,000 \$5,000 / \$10,000
General Healthcare				
Physician Office Visits ¹				
<ul style="list-style-type: none"> In-Network Family Physician In-Network Specialist Out-of-Network Provider 	\$25 Copay CYD + 20% CYD + 40%	CYD + 20% CYD + 20% CYD + 40%	\$25 Copay CYD + 20% CYD + 40%	\$20 Copay CYD + 20% CYD + 40%
TELADOC: Physician Phone or E-Visit	\$10 Copay	CYD + 20%	\$10 Copay	\$10 Copay
<ul style="list-style-type: none"> Customer Service: 1-800-835-2362 Email help@teladoc.com 				
Urgent Care Centers				
<ul style="list-style-type: none"> In-Network Out-of-Network 	\$35 Copay OON Ded + \$35 Copay	CYD + 20% OON Ded + 20%	\$35 Copay OON Ded + \$35 Copay	\$35 Copay OON Ded + \$35 Copay
Independent Clinical Lab Services				
<ul style="list-style-type: none"> Quest Diagnostics (Exclusive In-Network Provider) 1-866-697-8378 Out-of-Network Lab Providers 	\$0 Member Cost CYD + 40%	CYD + 20% CYD + 40%	\$0 Member Cost CYD + 40%	\$0 Member Cost CYD + 40%
Preventive Healthcare (Wellness)				
Annual Adult Wellness / Well Child Care Services (CYM, INN)	Unlimited	Unlimited	Unlimited	Unlimited
Routine Physical Exams and Immunizations				
<ul style="list-style-type: none"> In-Network Family In-Network Specialist Out-of-Network (unlimited) 	\$0 Member Cost \$0 Member Cost 40% (No CYD)	\$0 Member Cost \$0 Member Cost 40% (No CYD)	\$0 Member Cost \$0 Member Cost 40% (No CYD)	\$0 Member Cost \$0 Member Cost 40% (No CYD)
Preventative Care (age restrictions apply) (INN/ONN)				
<ul style="list-style-type: none"> Mammograms Routine Colonoscopy 	\$0 Member Cost \$0 Member Cost	\$0 Member Cost \$0 Member Cost	\$0 Member Cost \$0 Member Cost	\$0 Member Cost \$0 Member Cost

¹ **Physician Office Visits:** Separate, additional 20% member cost share for Physician Administered Drugs administered at an In-Network physician's office. Maximum member out of pocket is \$200 per month. Separate, additional 50% member cost share for Physician Administered Drugs administered at an Out of -Network physician's office. No cap on member monthly maximum Out of Pocket for out of Network. This does not include allergy injections or immunizations.

CYD = Calendar Year Deductible. CYM = Calendar Year Maximum. OON = Out of Network. INN = In-Network, Family Physician= Family Practice, General Practice, Internal Medicine, Pediatrician. Out of Network Providers are reimbursed based on an allowance. Members may be balance billed by an out of network provider for amounts above the allowance even for services reimbursed at 100%. In-Network Providers accept the BCBSF allowance and are not permitted to balance bill.

2023 Health Plan Overview Active Employees

Prescription Drug Benefits	Basic Plan 1	Basic Plan 2 Health Savings Account (HSA) Compatible	Mid-Plan 3	High Plan 4
Click for covered Rx list	Plan 1 Generic Only Medication Guide Formulary	Plan 2, 3 & 4 Medication Guide Formulary	Plan 2, 3 & 4 Medication Guide Formulary	Plan 2, 3 & 4 Medication Guide Formulary
Coverage				
<ul style="list-style-type: none"> ▪ Brand Name ▪ Generic ▪ Mail Order ▪ Creditable Coverage (Medicare/Medicaid) 	No Yes No Not Creditable Coverage ¹	Yes Yes No Creditable Coverage	Yes Yes Yes Creditable Coverage	Yes Yes Yes Creditable Coverage
Plan Features	Generic Choice Plan	Integrated Rx Plan Rx expenses apply to your Medical CYD	Mail Order Copays	Mail Order Copays
Out of Pocket Expenses				
Retail Pharmacy				
<ul style="list-style-type: none"> ▪ Brand Name ▪ Preferred/Non-preferred ▪ Generic 	No Coverage (Exceptions below ²) No Coverage No CYD - You pay 20%	CYD + Preferred/Non-Preferred 30% Preferred / 50% Non-Preferred CYD+20%	\$500 Deductible + Preferred/Non-Preferred 40% Preferred / 50% Non-Preferred 20%	No Rx Deductible 40% Preferred / 50% Non-Preferred 20%
Specialty Drugs				
Specialty Drugs ³				
<ul style="list-style-type: none"> ▪ CVS Specialty CareMark 1-866-278-5108 ▪ Accredo 1-888-425-5970 	Not Covered <i>Medical Plan may cover some drugs used in treatment of diabetes, cancer or conditions requiring immediate stabilization</i>	CYD + Preferred/Non-Preferred 30% Preferred / 50% Non-Preferred CYD+20%	50% Specialty Drugs	50% Specialty Drugs
Mail Order Prescriptions				
Mail Order Plan- 90 day supply				
<ul style="list-style-type: none"> ▪ Amazon Pharmacy Home Delivery ▪ Customer Care 855-965-7539 ▪ MedsYourWay Discount Card Pricing* 	Mail Order Not Included	Mail Order Not Included	Mail Order- No Deductible \$80 Preferred Brand \$140 Non-Preferred \$20 Generic	Mail Order- No Deductible \$80 Preferred Brand \$140 Non-Preferred \$20 Generic

¹ **Non-creditable Rx coverage** is not expected to pay out as much as standard Medicare drug coverage pays. This may result in paying a penalty if you do not join a creditable Medicare drug plan when you are first eligible for Medicare.

² **Exceptions** include Federally Mandated Brand Vaccines, Women's Preventive Services, HIV, and Cancer Drugs - Eligible Diabetic Supplies and Insulin are covered as a Generic RX

³ **Specialty Drugs** are high-cost injectable, infused, oral, or inhaled medications that generally require close supervision and monitoring of the patient. Provider administered specialty drugs (CVS Specialty CareMark) require administration by a physician in an office or outpatient setting and are covered under the medical benefit. Please refer to the Medication Guides for additional information.

2023 Health Plan Overview Active Employees

	Basic Plan 1	Basic Plan 2 Health Savings Account (HSA) Compatible	Mid-Plan 3	High Plan 4
Hospital / Emergency Services				
Hospital Facility Services – Inpatient, Outpatient & Physical Therapy performed at a hospital				
<ul style="list-style-type: none"> ▪ In-Network ▪ Out-of-Network 	<p>CYD + 20% CYD + 40%</p>	<p>CYD + 20% (Option 1) or 25% (Option 2) CYD + 40%</p>	<p>CYD + 20% CYD + 40%</p>	<p>CYD + 20% CYD + 40%</p>
Emergency Room Facility Services				
<ul style="list-style-type: none"> ▪ In-Network ▪ Out-of-Network 	<p>CYD + 20% INN CYD + 20%</p>	<p>CYD + 20% INN CYD + 20%</p>	<p>CYD + 20% INN CYD + 20%</p>	<p>\$200 Copay (waived if admitted) \$200 Copay (Waived if admitted)</p>
Ambulance - Ground, Air & Water				
<ul style="list-style-type: none"> ▪ In-Network & Out-of-Network 	<p>No Maximums INN CYD + 20%</p>	<p>No Maximums INN CYD + 20%</p>	<p>No Maximums INN CYD + 20%</p>	<p>No Maximums INN CYD + 20%</p>
Outpatient Diagnostic Services				
Independent Diagnostic Testing Facility (IDTF) ¹				
<ul style="list-style-type: none"> ▪ In-Network - Advanced Imaging Services (MRI, MRA, PET, CT, Nuclear Medicine) ▪ In-Network IDTF Diagnostic Services (X-Ray, Ultrasound, etc.) ▪ Out Of Network Diagnostic Services 	<p>CYD + 20%</p> <p>CYD + 20%</p> <p>CYD + 40%</p>	<p>CYD + 20%</p> <p>CYD + 20%</p> <p>CYD + 40%</p>	<p>CYD + 20%</p> <p>CYD + 20%</p> <p>CYD + 40%</p>	<p>\$125 Copay ²</p> <p>\$50 Copay</p> <p>CYD + 40%</p>
Mental Health / Substance Abuse Services ³				
Office Visit				
<ul style="list-style-type: none"> ▪ In-Network Family Physician ▪ In-Network Specialist ▪ Out of Network 	<p>20%</p> <p>CYD + 20%</p> <p>CYD + 40%</p>	<p>CYD + 20%</p> <p>CYD + 20%</p> <p>CYD + 40%</p>	<p>20%</p> <p>CYD + 20%</p> <p>CYD + 40%</p>	<p>20%</p> <p>CYD + 20%</p> <p>CYD + 40%</p>
Inpatient / Outpatient Hospital Facility Services				
<ul style="list-style-type: none"> ▪ In-Network ▪ Out of Network 	<p>CYD + 20% CYD + 40%</p>	<p>CYD + 20% (Option 1 & Option 2 hospitals) CYD + 40%</p>	<p>CYD + 20% CYD + 40%</p>	<p>CYD + 20% CYD + 40%</p>
Emergency Room Facility Services				
<ul style="list-style-type: none"> ▪ In-Network ▪ Out of Network 	<p>CYD + 20% INN CYD + 20%</p>	<p>CYD + 20% INN CYD + 20%</p>	<p>CYD + 20% INN CYD + 20%</p>	<p>\$200 Copay (waived if admitted) \$200 Copay (waived if admitted)</p>
Provider Services at Hospital and Emergency Room				
<ul style="list-style-type: none"> ▪ In-Network ▪ Out of Network 	<p>CYD + 20% INN CYD + 20%</p>	<p>CYD + 20% INN CYD + 20%</p>	<p>CYD + 20% INN CYD + 20%</p>	<p>\$0 \$0</p>

¹ Independent Diagnostic Testing Facility (IDTF) Note: Prior Authorization required for Advanced Imaging Services In-network or Out of Network at IDTF, includes Physician's Office or Outpatient Hospital **NIA Authorizations 1-866-326-6302**

² \$125 Copay: Also applicable at office location.

³ Mental Health and Substance Abuse Services are subject to utilization management and require prior authorization. Call **New Directions Behavioral Health at 1-866-287-9569**.

2023 Health Plan Overview Active Employees

	Basic Plan 1	Basic Plan 2 Health Savings Account (HSA) Compatible	Mid-Plan 3	High Plan 4
Other Facilities and Provider Services				
Ambulatory Surgical Center Facility Services				
▪ In-Network	CYD + 20%	CYD + 20%	CYD + 20%	\$100 Copay
▪ Out-of-Network	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%
Provider Services at Hospital and ER				
▪ In-Network	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
▪ Out-of-Network	INN CYD + 20%	INN CYD + 20%	INN CYD + 20%	INN CYD + 20%
Radiology, Pathology, Anesthesiology Provider Services at an Ambulatory Surgical Center				
▪ In-Network	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
▪ Out-of-Network	INN CYD + 20%	INN CYD + 20%	INN CYD + 20%	INN CYD + 20%
Provider Services at Locations other than Office, Hospital and Emergency Room				
▪ In-Network Family Physician	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
▪ In-Network Specialist	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
▪ Out-of-Network	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%
Home Health Care CareCentrix 1-877-561-9910				
▪ In-Network	CYM 60 visits	CYM 60 visits	CYM 60 visits	CYM 60 visits
▪ Out-of-Network	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%
Outpatient Therapy and Spinal Manipulations				
▪ In-Network	CYM 75 visits	CYM 75 visits	CYM 75 visits	CYM 75 visits
▪ Out-of-Network	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
▪ Cardiac Rehabilitation, OT, PT, Speech Therapy, Massage Therapy & Spinal Manipulations	Up to 26 Spinal Manipulations	Up to 26 Spinal Manipulations	Up to 26 Spinal Manipulations	Up to 26 Spinal Manipulations
	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%
Skilled Nursing Facility				
▪ In-Network	CYM 60 days	CYM 60 days	CYM 60 days	CYM 60 days
▪ Out-of-Network	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%
Hospice - Unlimited				
▪ In-Network	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
▪ Out-of-Network	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%
Durable Medical Equipment (DME) (Prosthetics / Orthotics) ¹				
▪ In-Network	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
▪ Out-of-Network	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%
Maternity				
▪ In-Network Specialist	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
▪ Out-of-Network	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%
Allergy Injections				
▪ In-Network Family Physician	\$10 Copay	CYD + 20%	\$10 Copay	\$10 Copay
▪ In-Network Specialist	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
▪ Out-of-Network	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%

¹ Durable Medical Equipment (DME) (Prosthetics / Orthotics) **Prior Authorization: CareCentrix 1-877-561-9910*

This is not an insurance contract or Benefit Booklet. The above Benefit Summary is only a partial description of the many benefits and services covered by Blue Cross and Blue Shield of Florida, Inc., an independent licensee of the Blue Cross and Blue Shield Association. For a complete description of benefits and exclusions, please see Blue Cross and Blue Shield of Florida's Benefit Booklet and Schedule of Benefits; their terms prevail. The information contained in benefit overview includes benefit changes required as a result of the Patient Protection and Affordable Care Act (PPACA), otherwise known as Health Care Reform (HCR). Please note that plan benefits are subject to change and may be revised based on guidance and regulations issued by the Secretary of Health and Human Services (HHS) or other applicable federal agency.